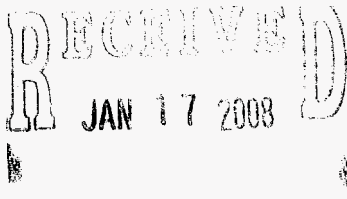




FIRST COLLECTIVE AGREEMENT

- Between -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4774



- and -

**KINONJEOSHTEGON
LAWRENCE SINCLAIR MEMORIAL SCHOOL**

September 1, 2006 to September 1, 2008

13799 (01)

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PREAMBLE

The general purpose of this Agreement is to foster harmonious and mutually satisfactory relations between the Employer and its employees, to provide a mechanism for prompt and equitable disposition of grievances, to maintain satisfactory working conditions, hours and wages for all employees and to provide a basis for both parties to improve the education services provided to the school children and to the members of Kinonjeoshtegon First Nation.

The Parties agree that neither will at any time, act or proceed in any manner contrary to federal or provincial statutes.

ARTICLE 1 - DEFINITIONS

- 1.01 “Employee” means an employee in the bargaining unit described in 1.09.
- 1.02 “Employer” shall mean Kinonjeoshtegon First Nation for the purposes of this Agreement.
- 1.03 The term “Union” shall mean Canadian Union of Public Employees (CUPE) Local 4774.
- 1.04 “Teacher” is an Employee who possesses a valid Manitoba Provincial Teaching Certificate, or its provincial equivalent, and includes Classroom Teachers and any other employee currently recognized as a Teacher by the Employer and may include participants of PENT who have a temporary teaching certificate.
- 1.05 “Part-time teacher” is a teacher as defined in 1.04 who is employed on a less than full-time basis but is regularly scheduled for at least three (3) months.
- 1.06 “Substitute teacher” is a person employed for up to five (5) consecutive days to perform the normal duties of a teacher who is absent, and includes teachers’ aides and participants in the Program for the Education of Native Teachers (PENT).
- 1.07 “Term teacher” is a teacher, other than a substitute teacher or contract teacher, as defined in 1.04 and 1.05 who is employed for a fixed period.
- 1.08 Whenever the masculine pronoun is used in this Agreement it includes the feminine pronoun where the context so requires. Where the singular is used it may also be deemed to mean plural.
- 1.09 The Employer recognizes the Union as the certified bargaining agent for all employees employed as teachers as defined in Canadian Industrial Relations Board Certificate Order #9090-U.

- 1.10 The Employer **and** the Union agree that it is in the interests of both parties to have an informed membership. The Employer will provide reasonable bulletin board space in the school staff room for Union notices.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union acknowledges that it is the sole and exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency;
 - (b) Hire, transfer, classify, promote, demote, lay-off, recall or suspend employees, and also to discharge any employees;
 - (c) Make and enforce and revise from time to time rules and regulations to be observed by employees; and
 - (d) Generally to manage the business in which the Employer is engaged, and without restricting the generality of the foregoing, the right to plan, direct and control operations, direct the work forces, determine the number of personnel required from time to time, the number of locations of schools and facilities, work to be performed and the methods, procedure and materials to be used in connection therein, the schedules of work, the right to assign jobs, transfer employees from job to job, increase or decrease the working force, determine the methods, duties and schedules of work, determine the job content and classification and to determine the number of employees in a classification, to set volume level or quality of work to be performed, designate the place of work, curtailment or cessation of operations and to subcontract or contract out work as required.
- 2.02 The parties agree that if any conflict should arise between the terms of this Agreement and **the** requirements imposed by the Contribution Funding Agreement **as** between Kinonjeoshtegon First Nation and the Government of Canada, the latter shall prevail.
- 2.03 The Employer shall exercise its management rights referred to in this Article fairly, reasonably, in good faith **and** subject to the provisions of this Agreement.
- 2.04 No employee will be required or permitted to make any written, verbal, or implied agreement, which conflicts **with** the terms of this Agreement.
- 2.05 All the rights, benefits and privileges, which the employees now enjoy, receive or possess shall, to the extent that they do not conflict with this Agreement, continue to be enjoyed, possessed and held by the employees.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The Employer and the Union each agree that there will be no discrimination against employees because of membership or non-membership in the Union.
- 3.02 The Employer and the Union jointly affirm that every employee shall be entitled to a respectful workplace. The environment must be free of behaviours such as discrimination, harassment, disruptive conflict and disrespect.
- 3.03 The Employer and the Union will not condone any improper behaviour on the part of any person which would jeopardize an employee's dignity and well-being, or otherwise undermine work relationships and productivity.
- 3.04 The Employer and the Union agree that there shall be no discrimination as defined by *The Human Rights Code*.
- 3.05 The Employer and the Union affirm that every employee in the work force shall be entitled to a respectful workplace. The work environment must be free of personal or sexual harassment.
- (a) Personal harassment is defined as repeated unconstructive, intentional and offensive comments or actions designed to offend, abuse or humiliate a person, when such conduct has the purpose or effect of interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.
 - (b) Sexual harassment is defined as any repeated and unwelcome sexual comments, looks, suggestions or physical contact that creates an uncomfortable working environment for an employee.
- 3.06 The Employer and the Union agree to the following terms regarding harassment complaints:
- (a) Where the alleged harasser is the person who would normally hear such grievances, the grievance will automatically proceed to the next step;
 - (b) Complaints that have been made for frivolous or vindictive reasons shall be subject to disciplinary action;
 - (c) No information relative to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process; and
 - (d) All matters and information relating to an allegation of harassment will be treated in a confidential and expeditious manner. Any breach of this provision during the grievance procedure may be subject to discipline.

- 3.07 The Employer and the Union agree that the work environment must be free of disrespectful behaviour.
- 3.08 The Employer and the Union agree that the work environment must be free of disruptive workplace conflicts between two or more individuals that negatively affects their ability to work productively and cooperatively.

ARTICLE 4 - UNION SECURITY

- 4.01 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. It shall also be a condition of employment that all employees hired on or after the effective date of this Agreement shall become and remain members in good standing of the Union.
- 4.02 The Employer shall deduct from the earnings of each employee an amount equal to the regular bi-weekly membership dues, as established by the Union. The Employer agrees to include on each employee's T4 taxation slip a statement of membership dues collected from that employee for that taxation year.
- 4.03 The Employer will remit such Union dues to the Secretary-Treasurer of the Union not later than the 20th day of each month and shall provide the Union monthly with a list of names from whom such deductions were made.
- 4.04 The Union shall provide the Employer at least two (2) months advance notice of any change in the dues structure.
- 4.05 Should a dispute arise concerning whether a particular person/position comes within the bargaining unit covered by this Agreement, the matters may be submitted by either Party to the Canadian Industrial Relations Board for a decision.

ARTICLE 5 - BARGAINING COMMITTEE

- 5.01 The Union shall notify the Employer, in writing, as to the names of their Executive, Stewards and Committee members. The Employer shall notify the Union, in writing, as to the names of their Committee members and those that the Union will deal with.
- 5.02 The Bargaining Committee of the Union shall not exceed six (6) members, exclusive of the CUPE Representative.

- 5.03 The Employers Bargaining Committee shall not exceed six (6) members exclusive of Legal Counsel.
- 5.04 The Employer will bargain with the said committee on any matter properly arising out of this Agreement.
- 5.05 Members of the bargaining committee attending meetings held within working hours shall do so without loss of remuneration. Meetings between the Employer and the bargaining committee shall normally be held during the employees' regular hours of work.
- 5.06 Upon reasonable notification, the Employer will permit access to the school staff room and may permit access to other parts of the school to a representative of the Union. Permission to enter the Employer's premises will not be unreasonably denied. Similarly, the Employer will permit access to the teacherages and teacher residences on reserve for the purposes of communication, consultation and meetings, and such access will not be impeded. A representative of the Union will follow the protocol of first visiting the Band Office and greeting a band representative and informing them of their arrival and presence in the Kinonjeoshtegon First Nation before proceeding to other locations on the reserve, unless no one is present at the Band Office.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 The parties of this Agreement desire that every complaint or grievance shall be dealt with as fairly and as quickly as possible. Nothing in this agreement shall preclude the Employer and the Union from mutually agreeing to settle disputes by any means other than those described in the following grievance procedure without prejudice to their respective positions.
- 6.02 For the purpose of this Agreement a complaint or grievance is defined as a dispute or controversy concerning the interpretation, meaning, application, operation or alleged violation of a provision of this Agreement.
- 6.03 In this section "days" shall refer to working days only and will not include Saturdays, Sundays or Holidays.
- 6.04 The grievance shall be discussed orally with the Principal by the aggrieved employee either alone or, at the request of the employee with his steward. In the event the complaint is not settled in this manner within ten (10) days it then becomes a grievance.
- 6.05 If the complaint is not settled as outlined in 6.04, the grievance shall be submitted in writing to the Principal who shall within five (5) days meet with the grievor and/or steward in an attempt to resolve the written grievance.

- 6.06 If the steward and the Principal fail to settle a grievance then it shall be referred to the Band Councillor responsible for education, and a representative of the Union who shall be given four (4) days in which to reach a fair and reasonable settlement. Such settlement shall be given in writing to the Union, the Employer and to the aggrieved employee.
- 6.07 If the complaint is not settled as outlined in 6.06 within four (4) days, then it shall be referred to Chief and Council. The Chief and Council shall render their decision in writing within twenty (20) days after the receipt of the grievance.
- 6.08 If within ten (10) days of the disposition given in 6.07 the disposition is considered unsatisfactory to either of the parties to this Agreement, then either party may submit the grievance to arbitration.
- 6.09 In cases of discharge or suspension, the grievance may be submitted in writing directly to Chief and Council.
- 6.10 Time limits may be extended by mutual written agreement.
- 6.11 At the request of the employee, an Aboriginal elder may be present when dealing with issues affecting Aboriginal employees.

ARTICLE 7 - ARBITRATION

- 7.01 Grievances submitted to arbitration shall be listed and dealt with in chronological order, except that grievances regarding discharge cases shall be placed at the top of the list and they themselves in chronological order.
- 7.02 The parties agree that a mutually satisfactory single arbitrator shall resolve all cases submitted to arbitration.
- 7.03 However, if the agreed to arbitrator is unable to act within twenty-eight (28) days, ~~the~~ next agreed to arbitrator shall be called to arbitrate and so on until the position is filled. Nothing in the foregoing shall prevent the parties from choosing another mutually satisfactory arbitrator.
- 7.04 The fee and expenses of the arbitrator shall be paid **fifty** percent (50%) by the Employer and **fifty** percent (50%) by the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.
- 7.05 The decision of the arbitrator shall be final and conclusive and binding upon all employees, the Employer and the Union.

- 7.06 Except for discharge grievances, the party referring a grievance to arbitration shall have the obligation of going forward with its case before the other party shall be required to present its case or adduce any testimony.
- 7.07 The arbitrator shall have no jurisdiction to add to or to subtract from or to modify any of the terms of this Agreement or to give any decision inconsistent with the terms and provisions of this Agreement or to deal with any matter not covered by this Agreement. The arbitrator's jurisdiction shall be limited to grievances concerning the interpretation, application or compliance with the provisions of this Agreement.

ARTICLE 8 - HOURS OF WORK

- 8.01 The basic workweek for employees in the Teacher classification shall be no less than those hours set out in *The Public Schools Act, RSM 2006, c. P250*, and regulations.
- 8.02 Meal Periods
- Employees working a minimum of six (6) hours in a single day shall receive a meal period of no more than one (1) hour in duration.
- 8.03 Preparation Periods
- Should a teacher's preparation time be lost due to lack of substitute teacher for any of the subjects taught by that teacher, the teacher will be able to bank his/her time lost towards lieu days. It is the teacher's sole responsibility to ensure that the principal approves all time in lieu. Teachers may not refuse to use preparation time available.
- 8.04 Attendance at Workshops
- Upon application to the Principal or designate, teachers shall be allowed to attend Manitoba First Nations Education Resource Centre Professional Development workshops and conferences
- When the Principal or designate approves the employee's written request to attend workshops, training courses, conferences etc., the approval shall set out the particulars of everything covered and or paid for by the Employer, such as travel expenses, hotels, per diems etc.

ARTICLE 9 - GENERAL HOLIDAY PAY

- 9.01 It is agreed and understood that the rate of pay as specified in "Appendix A" of this Agreement is inclusive of a holiday with pay for the following days:
 New Year's Day Good Friday Victoria Day Thanksgiving Day
 Christmas Day Boxing Day Aboriginal Day Aboriginal Veterans Day
- and any statutory holiday as proclaimed by the Province of Manitoba or the Government of Canada.
- 9.02 The observance of Remembrance Day in Manitoba is subject to the provisions of *The Remembrance Day Act*, and shall be observed on the day it occurs. Therefore, employees shall receive pay for the holiday if Remembrance Day is observed on a normal working day.
- 9.03 If Remembrance Day is declared a school holiday by the Minister of Education, other than described in 9.02 the employee shall be eligible to receive the holiday. However, if schools are open for a portion of the day, the employees will be required to be on duty for that period of time. The remainder of the day will be observed as the holiday.
- 9.04 Regular wages will be paid to employees during Spring Break and Christmas Break.

ARTICLE 10 - LEAVE OF ABSENCE

- 10.01 Bereavement Leave
- (a) An employee shall be granted a maximum of up to five (5) regularly scheduled work days leave without loss of pay or benefits, in the case of the death of a member of his immediate family or extended family member including in-laws. Immediate family means mother, father, husband, wife, common-law spouse, in-laws, common-law in-laws, sister, brother, or child/children of the wife or husband, and includes adoption by Tribal custom. "Child" shall mean any child under the care and supervision of the employee.
- (b) An employee shall be granted a maximum of three (3) days regularly scheduled work days leave without loss of pay or benefits, in the case of the death of an extended family member. An employee who will be actively participating in a funeral may submit a written request for leave without loss of pay and benefits to the school Principal or designate.

10.02 In the case of funerals for Band members, the Principal or designate may close the school for the funeral. In those circumstances, employees shall not lose pay or benefits for the period during which the school is closed.

10.03 Short term absences on compassionate grounds may be granted at the discretion of the Principal or designate.

10.04 Leave for Traditional Ceremonies

Upon written notice to the Principal or designate (including a detailed itinerary and description of events) submitted a minimum of two (2) weeks in advance, an employee may be granted unpaid leave for up to five (5) days for the purpose of participating in traditional First Nations ceremonies. Such leaves will not be unreasonably denied.

10.05 Employees shall be limited to one (1) leave per year for traditional First Nations ceremonies as described in 10.04.

10.06 Religious Holidays

The Employer will attempt to accommodate employees in the observation of religious holidays.

10.07 General Leave

The Employer may grant a leave of absence without pay to any employee requesting such leave, where such leave is, in the opinion of the Employer, for sufficient cause. Such request is to be submitted in writing and approved by the Principal or designate.

10.08 Jury/Witness Duty

An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for a period not exceeding six (6) weeks.

10.09 Maternity, Parental, Adoption

Maternity, parental or adoption leave shall be granted in accordance with the provisions of the relevant legislation. Maternity, parental or adoption leave shall not constitute a break in employment. On return from maternity, parental or adoption leave, the employee shall be placed in the employee's former position, classification and salary, subject to any general increases.

10.10

Compassionate Care Leave

The Employer may grant a compassionate care leave without pay to allow the employee to provide care or support to a seriously ill member of his family, subject to the following conditions:

- (a) An employee must have completed at least three (3) months of employment as of the intended date of leave;
- (b) An employee who wishes to take a leave under this section shall give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter notice period;
- (c) An employee may take no more than one period of leave, totalling no more ~~than~~ eight (8) weeks. No period of leave may be less than one (1) week in duration; and
- (d) For ~~an~~ employee to be eligible for leave, a physician who provides medical care to the family member must issue a certificate stating that:

A member of the employee's immediate family has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:

- (i) The day the certificate is issued; or,
- (ii) **If** the leave was begun before the certificate was issued, the day the leave began; and
- (iii) The family member requires the support and care of one or more family members.

The employee must give the Employer a copy of the physician's certificate as soon as possible.

10.11

A family member for the purpose of 10.10 shall be defined as:

- (a) Spouse or common-law partner of the employee;
- (b) Child shall mean any child under the care and supervision of the Employee;
- (c) Parent of the employee or a spouse or common-law partner of the parent; and
- (d) Grandparent.

10.12 Personal Leave

An employee is entitled to two (2) days of leave with pay in each school year at a time agreed to by the employee and the Principal or designate. Unused Personal Leave may be accumulated from year to year to a maximum accumulation of three (3) days.

10.13 Union Leave

Upon prior written request to the Principal or designate submitted a minimum of two (2) weeks in advance, an employee elected or appointed to represent the Union at a Convention or other Union function, shall be granted necessary leave of absence. The Employer will continue to pay the employee, subject to total recovery of payroll and related costs from the Union.

10.14 An employee who is elected or appointed to a full-time position with the Union shall be granted leave of absence without pay for a period of one year. Such leave may be renewed each year, on request, during the employee's term of office. Such employee may receive his pay and benefits as provided for in this agreement subject to total recovery of payroll and related costs by the Employer from the Union.

10.15 An employee who will be absent on a leave of absence, sick leave, bereavement leave, or for any other reason shall provide the Principal or designate with a minimum of five (5) school days lesson plans to be used during the employee's absence. Failure to do so may result in disciplinary action, deemed appropriate by the Principal or designate.

ARTICLE 11 - SICK LEAVE

11.01 Employees shall accumulate entitlement for sick leave at a rate of one and one half (1 1/2) days of sick leave per month, equivalent to 15 days per school year. Unused sick leave shall not accrue from year to year.

11.02 An employee may request sick leave days for his own self or for an immediate family member (spouse, child, parent, brother, sister, grandparent) for recuperation and convalescence, and for medical/dental appointments.

11.03 Requests for sick leave shall be submitted to the Principal or designate, consent to which shall not be unreasonably withheld. The Principal or designate may at her own discretion, request a medical report or certificate to be submitted with sick leave absence requests after three incidents or in case of suspected abuse.

11.04 The Employer agrees that in cases of medical emergencies, the employees will have the option of being transported by the medical van.

ARTICLE 12 - LAYOFF AND RECALL

- 12.01 A layoff is defined as a reduction in the number of employees.
- 12.02 Employees shall be laid off in reverse order of seniority provided the remaining employees possess the necessary qualifications, abilities and skills to perform the work.
- 12.03 An employee receiving layoff notice will be placed on lay off and receive priority for recall to any vacant or new position that becomes available provided that they possess the necessary qualifications, abilities and skills to perform the work.
- 12.04 The Employer shall give the employee written notice of the date on which he/she is to be laid off at least thirty-five (35) working days before the date on which he/she is to be laid off or in the absence of such notice shall grant pay in lieu thereof.
- 12.05 Notice provisions do not apply to the normal Christmas, Spring or Summer closures.
- 12.06 Employees shall be recalled in the order of their classification seniority, provided that the employee possesses the necessary qualifications, ability and skills to perform the work.
- 12.07 The Employer shall notify the Recording Secretary of the Union of all layoffs and recalls.
- 12.08 New employees shall not be hired until those laid off have been given an opportunity of recall.

ARTICLE 13 - SENIORITY

- 13.01 Seniority is defined as the length of service in the bargaining unit and shall include service in the bargaining unit from the date of first hire as a teacher and shall include service prior to certification or recognition of the Union. Seniority shall be used in transfer, layoff, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement.
- 13.02 A seniority list shall be prepared by the Employer and revised annually by the end of the calendar year. A copy of the list will be posted on the school bulletin board and a copy given to the Union.
- 13.03 An employee shall lose seniority and their name shall be removed from the seniority list for any of the following reasons:
- (a) Voluntary termination of employment;

- (b) Discharged for just cause and not reinstated;
- (c) Voluntarily retired;
- (d) Failure to return to work following an authorized leave of absence unless through illness or other such reason acceptable to the Principal or designate;
- (e) Absence for more than five (5) consecutive working days without notifying the Principal or designate;
- (f) Failure to contact the Principal or designate within five (5) days after receiving notice of recall from layoff by registered mail to do so unless through illness or other such reason that is acceptable to the Principal or designate. The employee shall not be required to return to work following lay-off earlier ~~than~~ fifteen (15) days after receipt of the above notice unless through mutual agreement of the employee and the Principal or designate. The onus is on the employee to inform the Principal in writing of their current address; or
- (g) Laid-off for more than eighteen (18) consecutive months.

13.04 Seniority will continue to accrue if an employee:

- (a) is on any period of paid leave of absence;
- (b) is on any period of paid sick leave;
- (c) is on any period approved leave of absence
- (d) is absent while receiving full Workers Compensation benefits; or
- (e) is absent on an approved maternity, parental or adoptive leave.

13.05 Seniority will be retained but will not accrue if an employee:

- (a) is absent on Workers' Compensation and in receipt of total and complete disability benefits; or
- (b) is laid-off in excess of the summer months but for less than twelve (12) consecutive months.

ARTICLE 14 - VACANCIES, JOB POSTINGS, PROMOTIONS AND TRANSFERS

- 14.01 The Employer reserves the right to hire or promote Aboriginal teachers on a preferential basis in accordance with the following:
- (a) Employment opportunities within Kinonjeoshtegon First Nation are made known to all members of the community;
 - (b) The hiring of employees by Kinonjeoshtegon First Nation shall be by open competition and shall be based on suitability of qualifications, skills, education, cultural background and experience and in particular, preference shall **be** given to a qualified First Nation candidate in the following manner:
 - (i) Members of Kinonjeoshtegon First Nation shall be given first preference;
 - (ii) Status or Treaty Members of Bands shall be considered next;
 - (iii) Non-Status and Non-Treaty members from other Bands shall be considered next;
 - (iv) Metis Status individuals shall be considered next.
- 14.02 Where between September 30 and May 30 of any given year a new position within the scope of this Agreement is created, or when a vacancy of a permanent nature occurs or a temporary position with a known duration greater than three (3) months occurs, the Employer shall post notice of the position on the school bulletin board for a minimum of seven (7) days. In order to have their applications considered for the posted position, employees shall submit their application prior to the closing date of the opening.
- 14.03 Such postings shall contain information regarding the nature of the position, requirements as to skills and qualifications, hours of work, wage or salary scale, and that the position is unionized and that CUPE is the authorized bargaining agent for all teaching employees.
- 14.04 All promotions and voluntary transfers are subject to a six (6) month trial period.
- 14.05 Conditional upon satisfactory performance, the teacher shall be declared permanent after the trial period.
- 14.06 During the trial period, the employee shall be returned to his former position without loss of seniority:
- (a) by the Employer, if the employee is unsatisfactory in the new position; or

(b) voluntarily by the employee.

14.07 No employee shall be transferred to a position outside of the bargaining unit without his consent.

ARTICLE 15 - PROBATIONARY PERIOD

15.01 Teachers who have less than one (1) year consecutive teaching experience in Kinonjeoshtegon First Nation will be hired on a probationary contract until they have completed one (1) year of service.

15.02 The probationary period may be extended by mutual agreement between the Employer and the Union.

15.03 Upon completion of the probationary period, seniority shall be retroactive to the date of last hire.

ARTICLE 16 - PERSONNEL RECORDS

16.01 There shall be only one personnel file, which will be maintained in the Principal's office.

16.02 Upon written request to the Principal, an employee shall have the right to access and review his/her personnel file at a mutually agreed upon time, in the presence of an Employer representative. Upon written request the employee shall also receive an exact copy of any document forming part of her file at his/her own expense.

16.03 An employee has the right to respond in writing to any report or evaluation brought to his/her attention by the Employer. Any such written response will be made at the time the report or evaluation was brought to the employee's attention by the Employer. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the employee has been made aware of its contents at the time of filing.

16.04 An employee shall receive a copy of any evaluation placed on the employee file. An employee shall be entitled to two (2) written evaluations in their first year of employment and one (1) written evaluation each year thereafter.

16.05 Proper security shall be maintained on employee performance appraisal documents. These documents may only be reviewed by the Principal or designate.

ARTICLE 17 - DISCIPLINE AND DISCHARGE

- 17.01 The Employer shall not discipline or dismiss any employee bound by this Agreement except for just cause.
- 17.02 (a) The value of progressive discipline with the aim of being 'corrective in application is recognized by both Parties. Both Parties agree that disciplinary measures should be appropriate to the cause and to the principles of progressive discipline. It is understood that, where appropriate, employees shall receive oral reprimands as a first step in the disciplinary process but that such reprimands do not constitute disciplinary action, are not noted in the personnel file and are not grievable.
- (b) The Principal or designate will send disciplinary correspondence to the affected employee with a copy to the Union President/Designate and to the CUPE National Representative.
- (c) Where considered necessary by the Employer, the Employer may suspend an employee with pay pending an investigation and it is agreed that such suspension shall not be considered disciplinary.
- (d) Subject to paragraph (c) above, when the Employer is considering disciplinary action, the following shall occur:
- (i) The Employer shall cause the employee concerned and the Union to be informed of the complaint and will advise both the employee and the Union that a meeting will be held at a time and place mutually agreeable;
 - (ii) The employee affected will be given the opportunity to make representation at the meeting on her own behalf, either personally or with a representative of the Union if she so desires;
 - (iii) The Union and the employee shall be advised within a reasonable period of time of the decision of management arising out of the meeting; and
 - (iv) If no further discipline is imposed within twelve (12) months, the discipline shall be removed from the file. Where circumstances warrant, the time limits may be extended with the mutual agreement of the Employer and the Union.

ARTICLE 18 - TERMINATION OF EMPLOYMENT

- 18.01 During the first year of service with the Employer, employment may be terminated as follows:
- (a) Mutual consent;
 - (b) Dismissal for cause or incompetence;
 - (c) At the end of an academic year by notice in writing, Notice must be delivered by registered mail to the teacher at least sixty (60) calendar days before the end of the closing day of the school in which the teacher is employed;
 - (d) At the conclusion of a school term (in December or June) on one (1) month notice to the employee; or
 - (e) On instruction from the Chief and Council, terminate an employee on six (6) weeks' notice or pay in lieu.
- 18.02 When an employee quits, he shall give the Employer fourteen (14) days of notice.
- 18.03 The Employer may terminate the contract of employment of teachers who have completed their probationary period upon receipt of written request by a minimum of fifty (50) members of Kinonjeoshtegon First Nation.
- 18.04 The Employer will mail to the employee within seven (7) days or next scheduled pay day, which ever is earlier, of his termination of employment with the Employer the following:
- (a) All wages/benefits owing; and
 - (b) Record of Employment.
- 18.05 Teacher Enhancement will be awarded to the employee by the end of the teaching year, if such is owing and provided to the Band by INAC.

ARTICLE 19 - SALARIES

- 19.01 The Employer agrees to pay, and the Union agrees to accept for the term of this agreement, the wages set out in Schedule "A" attached hereto and forming part of this agreement.
- 19.02 The Employer agrees to discuss with the Union the rate of pay for changed job prior to the rate being installed. If the parties fail to agree on the new rate, they

shall install the new rate proposed by the Employer **and** the Union shall have the right to grieve whether or not the rate is appropriate.

- 19.03 The Employer agrees that all employees will be paid bi-weekly prior to the close of business on Fridays. Should a payment day fall on a bank holiday, employees shall receive payment one day earlier.
- 19.04 Employees shall receive their pay by direct deposit to a financial institute of their choosing.
- 19.05 Paycheques or pay stubs shall be provided in sealed envelopes upon the request of the employee.
- 19.06 An employee's Record of Employment will be issued on the final working day of the school year.
- 19.07 An employee's final pay will be issued on the last working day of the school year beginning in the 2007/2008 school year, provided all necessary documents have been filed with the Principal in accordance with school policy.
- 19.08 Employees who have previously been employed with the Employer **and** are rehired to the same or similar job within five (**5**) years of their previous employment shall receive one hundred percent (100%) credit of the previous experience in the determination of their seniority.
- 19.09 In the event that teachers' aides are placed temporarily in teaching positions, or if they are used as substitute teachers, they will be paid a minimum of fifteen dollars (\$15.00) per hour for all hours worked.
- 19.10 Salary increments will become effective and payable on the first day of the school year.
- 19.11 PENT students with temporary teaching certificates will be credited year for year for placement on the wage scale to a maximum of level 3 year 4.
- 19.12 Whenever a new job within the scope of the bargaining certificate is established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the rate of pay, such difference shall be submitted to grievance **and** arbitration. The new rate shall be retroactive to the time the new position was first filled by the employee.
- 19.13 A PENT student or teacher's aide may be employed temporarily as a teacher, with permission of the Union, taking into account the necessary posting of long term positions for qualified teachers. PENT students **and/or** teacher's aides will not be placed in positions of existing staff members, probationary or permanent for the purpose of reducing payroll below the level of pay entitled to qualified teachers.

ARTICLE 20 - WORKPLACE HEALTH AND SAFETY

- 20.01 The Parties shall cooperate in promoting and improving rules and practices which will enhance the working conditions of employees and which will provide protection from factors adverse to employee health and safety.
- 20.02 The Employer shall endeavour to comply with all applicable health and safety legislation and regulations, including *The Workplace Safety and Health Act*.
- 20.03 A Joint Health and Safety Committee shall be established composed of an equal number of Union and Employer representatives with a minimum of two (2) from each party. The Committee shall hold meetings and may make recommendations to the Employer for improvements to workplace health and safety standards. Minutes shall be taken of all meetings and copies shall be sent to each party.

ARTICLE 21 - SCHOOL CLOSURE

- 21.01 In the event the Employer declares a closing of school or cancellation of classes, all employees shall continue to receive their regular rate of pay for all regular working days involved.

ARTICLE 22 - TRANSPORTATION ALLOWANCE

- 22.01 Employees required to use their own vehicles for Employer business shall be remunerated at a rate of thirty-five cents (.35¢) per kilometre for all mileage incurred performing Employer business.
- 22.02 Where two (2) or more employees are required to travel on the same day to destinations within fifteen (15) kilometres of each other on Employer business, employees will be required to car-pool, with two (2) employees per vehicle. One (1) transportation allowance will be made payable to the employee who owns the vehicle taken to the destination.

ARTICLE 23 - HOUSING

- 23.01 The Employer shall provide housing accommodations for all employees who normally reside a distance greater than fifty (50) kilometers from Kinonjeoshtegon First Nation. Such housing shall be well maintained, clean and secure.
- 23.02 The Employee will be required to pay rent as follows:
- (a) Single accommodation three hundred (\$300.00) dollars per month;

(b) Shared accommodation one hundred and fifty (\$150.00) dollars per month.

23.03 The above rental rates include utilities with the exception of telephone.

23.04 The Employer will provide security to the teacherages during high risk periods such as Spring Break, Christmas Break, Halloween eve and night (October 30 and 31), the May and October MFNERC conferences, all weekends in June and any other high risk time as may be identified by either **party**.

23.05 Employees will be required to pay half (1/2) a month's rent as damage, refundable with final pay cheque subject to inspection of the premises.

ARTICLE 24- LIAISON COMMITTEE

24.01 A Liaison Committee shall be established consisting of equal representative of the Employer and Union and will also include an Elder from the Community, a member of Parent Council and or School Board. Additionally the union committee may have a representative from the Canadian Union of Public Employees. The Committee shall concern itself with the following matters:

(a) Matters of mutual concern as may arise;

(b) Increasing operating efficiency;

(c) Improving the quality of service for the school children and members of the Kinnonjeoshtegon First Nation;

(d) Reviewing suggestions from employees as it relates to the above.

24.02 The Committee shall meet at the call of either party, upon at least two (2) weeks' notice, however not more than once a month unless mutually agreed. The request for such meetings shall be accompanied by an agenda of items to be discussed.

24.03 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining.

24.04 The Committee shall not have the power to bind either the Employer or the Union or it's members to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and Employer.

24.05 Employees serving on this Committee shall be entitled to pay should the Committee meet during working hours.

ARTICLE 25- TERM OF AGREEMENT

- 25.01 This Agreement shall come into effect on September 1, 2006 and shall remain in effect until September 1, 2008 unless altered or amended in the meantime by the mutual written consent of the parties hereto, and shall be deemed to be renewed hereafter year to year, unless written notice to negotiate a new Agreement is given by either party to the other party not more than ninety (90) days, nor less than sixty (60) days prior to the expiry date of this Agreement or the expiry date of any extended term thereof.
- 25.02 Within ten (10) days after the receipt of such written notice or within such additional time as may be mutually agreed upon, representatives of the Union and of the Employer shall meet for the purpose of negotiating a new Agreement. During the period of negotiations, this Agreement shall remain in full force and effect.

ARTICLE 26 - BENEFITS

26.01 Pension

Enrolment in the pension plan is mandatory for all employees.

Status employees may choose one of the following contribution rates: 4%, 5.5% or 8%.

Non-status employees may choose either 4% or 5% contribution rates.

The Employer will match dollar for dollar the employees' contributions to the pension fund.

Each employee will receive a copy of the actual pension plan.

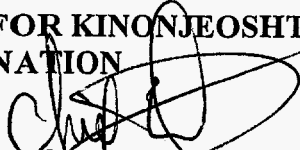
Signing Bonus

A seven hundred and fifty dollars (\$750.00) signing bonus will be available to each teacher upon signing of this agreement.

SIGNING PAGE

This Agreement signed this 27 day of September, 2007

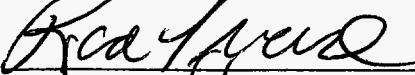
FOR KINONJEOSHTEGON FIRST NATION



Chief



Council Member

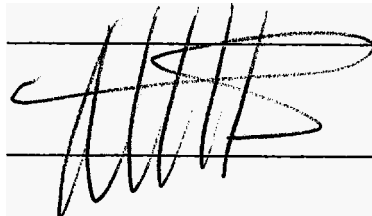


Council Member



Council Member

FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4774



SCHEDULE A - WAGES

**All wage increases will be retroactive to April 1, 2007 but will not be payable until the last pay in July 2007.

TEACHING EXPERIENCE	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
1	\$25,222.00	\$27,525.00	\$30,501.00	\$37,996.00	\$40,346.00	\$42,547.00
2	\$26,175.00	\$28,522.00	\$31,690.00	\$39,798.00	\$42,154.00	\$44,482.00
3	\$27,126.00	\$29,515.00	\$32,880.00	\$41,602.00	\$43,958.00	\$46,413.00
4	\$28,080.00	\$30,515.00	\$34,070.00	\$43,400.00	\$45,765.00	\$48,352.00
5	\$29,036.00	\$31,509.00	\$35,560.00	\$45,210.00	\$47,567.00	\$50,283.00
6	\$29,988.00	\$32,506.00	\$36,455.00	\$47,004.00	\$49,370.00	\$52,225.00
7	\$30,950.00	\$33,505.00	\$37,645.00	\$48,807.00	\$51,172.00	\$54,156.00
8		\$34,505.00	\$38,827.00	\$50,611.00	\$52,981.00	\$56,197.00
9			\$40,008.00	\$52,408.00	\$54,795.00	\$58,024.00
10				\$54,206.00	\$56,609.00	\$59,851.00

LETTER OF UNDERSTANDING

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL ~~2836~~ **4774 DT HFR**

AND
The Kinonjeoshtegon First Nation DT HFR
~~THE REHABILITATION CENTRE FOR CHILDREN~~

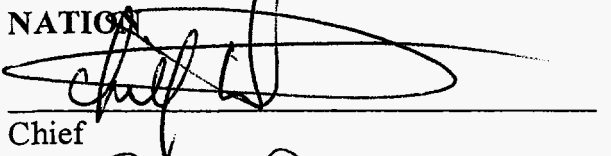
RE: BENEFITS

The parties agree that as funding is provided by INAC, the Union and the Employer will meet and discuss implementation of the next steps in achieving employee benefits as listed:

1. Long term disability insurance
2. Health Care Plan
3. Dental Plan

This Agreement signed this 27 day of September, 2007.

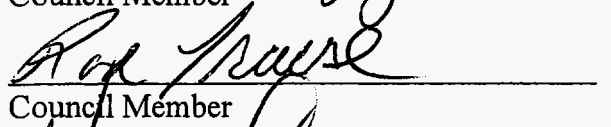
FOR KINONJEOSHTEGON FIRST NATION



Chief



Council Member



Council Member



Council Member

FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4774

