

## INTERCHANGE AGREEMENT

### BETWEEN:

**THE GOVERNMENT OF MANITOBA** represented  
by the Chief of Staff  
(hereinafter referred to as "Manitoba"),

and

**Norway House Cree Nation**  
(hereinafter referred to as "the Employer");

and

**James Thunder**  
(hereinafter referred to as "the Employee").

### BACKGROUND:

- A. Manitoba requires the expertise of the Employee to act as a Policy Manager.
- B. The Lieutenant Governor in Council by Order-in-Council No 2/2024 appointed the Employee as a Policy Manager on terms and conditions to be set forth in an interchange agreement between the Employee, the Employer, and Manitoba.
- C. The Employer agrees to permit the Employee to participate in an interchange with Manitoba on the terms set out herein.
- D. The Employee is prepared to be directed and supervised in the performance of their obligations, duties and responsibilities under this Agreement, by Manitoba.

By their mutual covenants and for good and valuable consideration the parties agree as follows:

### Section 1 Term of Agreement

- 1.1 This Agreement covers the period from January 15, 2024 to January 14, 2025, unless extended under subsection 2.1, or terminated pursuant to Section 13.
- 1.2 The parties acknowledge that the Employee has been providing the Services (defined in subsection 3.1) to Manitoba since January 15, 2024. Manitoba agrees to recognize and pay any invoices for the Employee's salary from the Employer from January 15, 2024, to the date of signing.
- 1.3 For the term of this Agreement, the Employer shall permit the Employee to be on an interchange assignment to Manitoba on a full time basis.

### Section 2 Extension and Amendments

- 2.1 This Agreement may be extended by formal written agreement of the parties, subject to Manitoba's internal approvals.
- 2.2 The parties may amend this Agreement at any time by formal written agreement.

### Section 3 Services

- 3.1 As a Policy Manager, the Employee shall perform the duties, tasks, responsibilities, and services as designated by Manitoba from time to time.

- 3.2 Manitoba will be responsible for the direct management and supervision of the Employee in the performance of the Services. The Services may be modified by Manitoba from time to time.
- 3.3 During the term of this Agreement, Manitoba shall be responsible for monitoring and assessing the work performance of the Employee.

#### **Section 4 Status**

- 4.1 During the term of this Agreement, the Employee shall remain an employee of the Employer and.
- 4.2 The Employee shall report to the Chief of Staff in respect of the Services provided to Manitoba during the term of this Agreement.
- 4.3 Upon termination or expiry of this Agreement, and unless the Employee resigns from their position with the Employer, the Employee will resume 100% of their regular working hours and duties with the Employer, in a similar or comparable position to the position that they held just prior to the start of the term of this Agreement.
- 4.4 The parties acknowledge that this Agreement does not in any way represent an offer of ongoing employment from Manitoba for the Employee.
- 4.5 If the Employee is unable to perform the duties and responsibilities required of them pursuant to this Agreement, due to death or extended absences related to illness or injury, the Employer is not required to make available to Manitoba an alternate employee.
- 4.6 Except as provided for in this Agreement, during the term of this Agreement, the Employee shall not provide any other services to the Employer, any other person, firm, or organization in a manner which might interfere or conflict with the proper delivery of the Services to Manitoba.

#### **Section 5 Salary, Expenses and Benefits**

- 5.1 Subject to 5.4, the Employer shall be responsible for paying salary and providing benefits to the Employee.
- 5.2 Subject to Manitoba's receipt of an invoice from the Employer under subsection 5.3, Manitoba shall pay to the Employer, as reimbursement for the Services provided by the Employee to Manitoba pursuant to this Agreement:
- (a) An annual gross salary of \$85,000 subject to general salary increases provided by the Employer from time to time, pro-rated for any lessor period; and
- (b) staff benefits and pay levy estimated as totalling 10.8% of base annual salary.

The Employer must provide Manitoba with advance notice of any salary or benefit increases.

- 5.3 The Employer will invoice Manitoba on a monthly basis for all salary and benefits. The invoice must be sent to those contacts identified in Section 14 and include a detailed breakdown of the salary, benefits, and any non-salary expenses approved by Manitoba pursuant to subsection 5.5.
- 5.4 In addition to the salary and benefits provided by the Employer, Manitoba shall pay the Employee an amount of \$6,747 per annum as wages, prorated on a biweekly basis subject to standard deductions and through the regular Manitoba payroll system. No benefits, including but not limited to pension, health care plans, and life and disability insurance, will be made available by Manitoba to the Employee.
- 5.5 Vacation benefits are set in accordance with Employer policy and will continue to accrue at the Employee's rate at the time of signing, subject to increases pursuant to the policies of the Employer from time to time. Vacation schedules will be negotiated between the

Employer, Manitoba and the Employee, with final approval of all vacation leave subject to the approval of the Employer and Manitoba.

- 5.6 Any non-salary expenses (e.g. travel) must be approved by Manitoba in writing in advance of being incurred by the Employee. Manitoba will be responsible to pay directly to the Employee all approved non-salary expenses properly incurred in the course of performing the Services, in accordance with The Government of Manitoba's General Manual of Administration and any Manitoba policies on claiming such expenses in effect from time to time. The Employer shall not be responsible for any expenses incurred by the Employee in the course of providing the Services to Manitoba pursuant to this Agreement.
- 5.7 The Employee will continue to participate in and the Employer will continue to provide, all the Employer human resources policies and procedures with respect to sick leave and benefits.
- 5.8 With the exception of sick leave, any request made by the Employee for leave during the term of the Agreement (e.g. educational or vacation) shall require the prior approval of both the Employer and Manitoba, which approval shall not be unreasonably withheld. Manitoba shall maintain a record of any leave (e.g. sick, vacation, educational) granted to the Employee in the course of providing the Services to Manitoba. Manitoba will, on a bi-weekly basis, supply the Employer with this record.
- 5.9 The Employer shall make all deductions and remittances required in respect of Income Tax, Canada Pension Plan, Employment Insurance, and any other deductions required to be made in accordance with any applicable laws or statutes, from the payments to the Employee, or remittances required to be paid in accordance with any applicable law or statute on behalf of the Employee.
- 5.10 Within thirty (30) days' of Manitoba's request, the Employer shall provide Manitoba with written proof satisfactory to Manitoba, for the purpose of confirming that all required statutory deductions and remittances have been made by Employer, including detailed invoices supporting salary and other costs related to the Employee's employment with Employer.

## **Section 6 Confidentiality, Ownership of Information**

- 6.1 The parties agree that all materials, programs, reports, data, and correspondence of any nature prepared, reviewed, or received by the Employee within the context of providing Services to Manitoba shall be the property of Manitoba.
- 6.2 While this Agreement is in effect and at all times thereafter, the Employee shall treat as confidential all materials, programs, reports, data, documents, and correspondence of any nature prepared, reviewed, or received by the Employee within the context of providing Services to Manitoba, and shall not disclose or permit to be disclosed any such information without first obtaining the permission of Manitoba.

## **Section 7 Protection of Personal Information**

- 7.1 The Employee may have access to personal information (as defined in *The Freedom of Information and Protection of Privacy Act*, C.C.S.M. c. F175, hereinafter referred to as "FIPPA") in the course of their prescribed duties. Accordingly, while this Agreement is in effect and at all times thereafter, the Employee must:
  - (a) comply with the principles and provisions of FIPPA including any regulation made thereunder;
  - (b) treat and retain as strictly confidential all personal information, acquired or to which access has been given in the course of, or incidental to, the performance of this Agreement;
  - (c) not disclose, nor authorize, nor permit to be disclosed, to any person, corporation or organization now, or at any time in the future, such personal information without first obtaining written permission from Manitoba; and

- (d) comply with any rules or directions made or given by Manitoba with respect to safeguarding or ensuring the confidentiality and security of such personal information.

## **Section 8 Protection of Personal Health Information**

8.1 The Employee may have access to personal health information (as defined in *The Personal Health Information Act*, C.C.S.M, c. P33.5 hereinafter referred to as "PHIA") in the course providing the Services to Manitoba, which is information of a highly confidential and sensitive nature. Accordingly, while this Agreement is in effect and at all times thereafter, the Employee must:

- (a) comply with the principles and provisions of PHIA including any regulation made thereunder;
- (b) treat and retain as strictly confidential all personal health information acquired or to which access has been given in the course of, or incidental to, the performance of this Agreement;
- (c) not disclose, nor authorize, nor permit to be disclosed, to any person, corporation or organization now, or at any time in the future, such personal health information without first obtaining written permission from Manitoba;
- (d) comply with any rules or directions made or given by Manitoba with respect to safeguarding or ensuring the confidentiality and security of such personal health information;
- (e) shall complete the online "PHIA Training Course" provided by Manitoba through Organization and Staff Development's Learning Management System (available at <http://www.gov.mb.ca/csc/osd/>, referred to as "OSD"), a minimum of every three (3) years, if the term of this Agreement is extended pursuant to subsection 1.1; and
- (f) shall complete and abide by the "PHIA Pledge of Confidentiality" available for download upon completion of the "PHIA Training Course".

## **Section 9 Conflict of Interest and Other Policies**

9.1 The Manitoba Government Conflict of Interest Policy will apply to the Employee during the period of this Agreement. The Employee must complete and provide to Manitoba the Conflict of Interest Declaration Form attached as Schedule "A", on or before the effective date of this Agreement. At any time during the term of this Agreement that it becomes necessary, the Employee will immediately initiate the disclosure process if they suspect they have, or may reasonably be perceived to have, or may reasonably foresee having, a conflict of interest.

9.2 The Employee must review and comply with Manitoba's Code of Conduct applicable to political staff, and all rules, regulations, and policies of Manitoba that govern the conduct of its political staff, as amended from time to time, including without limitation any workforce management policies for:

- (a) A respectful workplace, including policies for addressing and preventing harassment, including sexual harassment and bullying;
- (b) Employee conflict of interest;
- (c) Workplace impairment;
- (d) Reasonable accommodation;
- (e) The use of technology in the workplace, including employee network usage, the use of virtual private network and mobile devices;

- (f) The use of internet and social media; and
  - (g) Employee conduct in relation to offences under the Criminal Code (Canada), a drug related offences under any other federal law and offences under any other federal or any provincial law.
- 9.3 The Employee is subject to restrictions on political activities, in accordance with the provisions of Part 6 of the Regulation, as amended from time to time.
- 9.4 The Employee shall act at all times in accordance with the Oath or Affirmation of Office, sworn or affirmed by the Employee upon appointment.
- 9.5 The Employee is required to complete the following courses available online through OSD, within the first two (2) weeks of entering into this Agreement:
- (a) Manitoba Government Corporate Orientation;
  - (b) Supporting an Ethical Environment in the Manitoba government;
  - (c) Building Respectful Workplaces: Foundations;
  - (d) Information Security Awareness;
  - (e) The Accessibility for Manitobans Act (AMA);
  - (f) Inclusion and Diversity in the Workplace;
  - (g) Our Shared Journey toward Truth and Reconciliation; and
  - (h) any other courses that Manitoba may require, from time to time, at Manitoba's expense.
- 9.6 In the event that the duties and responsibilities or physical location of the Employee's work do not enable them to access a computer to complete the courses set out in subsection 9.3, Manitoba will make alternate arrangements.
- 9.7 As a condition precedent to employment, Employee agrees and consents to the disclosure and release of personal information necessary for the purpose of Manitoba conducting a high level enhanced security clearance, which includes a Criminal Record Check and Adult and Child Abuse Registry Checks, to determine Employee's suitability for employment. Employee will take all necessary steps to effect these checks when requested not later than 3 weeks after the commencement of this employment agreement. This Agreement may be voided if Manitoba finds the Criminal Records Check, Adult and Child Abuse Registry Checks to be unsatisfactory.

## **Section 10 Representations and Warranties**

- 10.1 The Employer represents and warrants that:
- (a) the Employee is in good standing with the Employer;
  - (b) any other conditions of the Employee's employment by the Employer are met.

10.2 The Employee represents and warrants that:

- (a) they are in good standing with the Employer to provide the Services;
- (b) they are eligible to work in Canada; and
- (c) any other conditions of their employment by the Employer are met.

## **Section 11 Office Space, Equipment, and Supplies**

11.1 Manitoba will provide space and office equipment required for the performance of the Services under this Agreement, for use by the Employee.

## **Section 12 Indemnification**

12.1 The Employee shall use due care in the performance of their obligations, duties and responsibilities under this Agreement to ensure that no person is injured, no property is damaged or lost, and no rights are infringed.

12.2 Manitoba and the Employer consent and agree to indemnify and save harmless each other and their officers, employees and agents from and against all claims, liabilities and demands of any kind arising out of performance of the Services.

12.3 Notwithstanding subsection 12.2,

- (a) the Employer agrees to indemnify and save harmless Manitoba from any liabilities related to:
  - (i) any labour dispute that may occur between the Employee, the Employer or the Employee and an association or union that represents the Employee, if applicable; and
  - (ii) the Employer's calculation of benefits (including pension benefits) payable to the Employee in accordance with the Employer's policies; and
- (b) Manitoba agrees to indemnify and save harmless the Employer from any liabilities related to workers' compensation claims resulting out of anything done or not done or caused or permitted to be done or not done by the Employee within the scope of carrying out the Services for Manitoba.

12.4 Section 3.43 (civil liability) of the Public Service Regulation will apply to the Employee in the performance of Services.

## **Section 13 Termination**

13.1 Any party may terminate this Agreement without cause with thirty (30) days' notice in writing to the other parties.

13.2 Manitoba may terminate this Agreement with immediate effect upon receipt of notice in writing, if in the opinion of Manitoba, the Services provided by the Employee are unsatisfactorily or improperly performed.

13.3 Any party may terminate this Agreement with immediate effect upon receipt of notice in writing, in the event that a part of the Agreement cannot be performed due to causes that are outside the control of any one of the parties and could not be avoided by exercising due care, or in the event of a labour disruption that prevents performance of this agreement by any party.

13.4 Either party may terminate this Agreement with immediate effect upon receipt of notice in writing in the event that the other party fails to remedy or take action to remedy any breach of this Agreement.

- 13.5 Prior to a party terminating the Agreement in accordance with subsection 13.2, 13.3, or 13.4 of this Agreement, the party seeking to terminate the Agreement shall provide the other parties with notice in writing of the alleged breach of the Agreement and a reasonable opportunity to take action to remedy it.

## **Section 14 Notices**

- 14.1 Any notice or communication to any of the parties shall be delivered to the following:

### **For Manitoba:**

Attention:  
Chief of Staff  
212 – 450 Broadway  
Winnipeg MB R3C 0V8

### **For the Employer:**

Attention:  
Celestine Albert  
Director Human Resources  
P.O. Box 250 Norway House,  
MB R0B-1B0  
[Calbert@nhcn.ca](mailto:Calbert@nhcn.ca)

### **For the Employee:**

Attention:  
James Thunder

## **Section 15 Disclosures**

- 15.1 The parties acknowledge that this Agreement may be disclosed in accordance with *The Public Sector Compensation Disclosure Act*, C.C.S.M. c. P265 and *The Financial Administration Act*, C.C.S.M. c. F55. Further, the Seconded agrees that this Agreement and any records and information created or collected pursuant to the Seconded's employment (including but not limited to name, classification, salary, benefits or employment responsibilities) may be disclosed by the Facility. Decisions about disclosure are at the Facility's sole discretion.

## **Section 16 General and Interpretation**

- 16.1 The preamble hereto forms part of this Agreement.
- 16.2 Schedules "A" and "B" form part of this Agreement.
- 16.3 Sections 6, 7, 8, and 12, and any other sections that expressly or by their nature are intended to survive expiry or termination of this Agreement, shall survive the expiry or termination of this Agreement.
- 16.4 This Agreement shall be construed in accordance with the laws of the Province of Manitoba.
- 16.5 The parties hereto shall not assign, subcontract or otherwise delegate their obligations under this Agreement in whole or in part.
- 16.6 This Agreement may be executed in counterparts, and delivered by facsimile or electronic mail transmission in portable document format (".pdf"), or by both of them, and each counterpart shall be deemed to be an original and all counterparts together shall constitute a single instrument. Delivery by facsimile or electronic mail in portable document format (".pdf") shall be equally as effective as delivery of a manually executed counterpart hereof.

The parties by their authorized officers executed this Agreement as of the dates signed below.

**THE GOVERNMENT OF MANITOBA**

“Original signed by”

February 1, 2024

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James Thunder

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Date