

# Pashe v. Sioux Valley Dakota Nation, [2019] C.L.A.D. No. 193

Canada Labour Arbitration Decisions

Canada

Labour Arbitration

Panel: Bryan P. Schwartz (Adjudicator)

Heard: July 16, 2019.

Award: October 22, 2019.

ESDC File No. YM2707-11580

[2019] C.L.A.D. No. 193

IN THE MATTER OF A Complaint of Alleged Unjust Dismissal under Division XIV - Part III of the Canada Labour Code Between Toni J. Pashe, Employee, and Sioux Valley Dakota Nation (Griswold, Manitoba), Employer

(40 paras.)

## Appearances

Employee: Toni J. Pashe (Self Represented).

Employer: Sioux Valley Dakota Nation.

Counsel for Employer: Shameem Koshy / Robyn Fraser.

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• ◦ ■ ■ ■ ■ AWARD

### Introduction

- 1 This is an alleged unjust dismissal complaint which was heard on July 16, 2019, before me, Bryan P. Schwartz, as Arbitrator pursuant to the appointment of the Minister of Labour.
- 2 Toni J. Pashe ("Ms. Pashe"), the Employee, had her employment terminated by Sioux Valley Dakota Nation ("Sioux Valley"), the Employer, and brought a complaint under the Canada Labour Code provisions on unjust dismissal.
- 3 Sioux Valley is a party to the "Sioux Valley Dakota Nation Governance Agreement and Tripartite Governance Agreement" ("Tripartite Governance Agreement") which was signed on August 30, 2013. Canada and Manitoba are parties as well. Sioux Valley states that it is the only agreement of its kind in Manitoba. The existence of the Tripartite Governance Agreement raises new and important questions about whether the Canada Labour Code applies.
- 4 Ms. Pashe was hired on two successive contracts to work as the Coordinator for a Healing Lodge/Treatment Centre. Her employment was terminated by Sioux Valley in November, 2018. Sioux Valley does not say it had any cause whatsoever to do so based on Ms. Pashe's job performance. Sioux Valley does not question that Ms. Pashe was a capable, dedicated and productive employee. At the hearing, there was no evidence suggesting otherwise. Evidence from many witnesses enables me to affirmatively conclude that she was in fact a valuable member of the work team.
- 5 Sioux Valley contends that it faced a financial crisis, and to deal with that situation it had no reasonable choice but to terminate some positions. Sioux Valley's particular selection of Ms. Pashe was reasonable with the overall necessity of achieving savings. Under s. 242(3.1)(a) of the Canada Labour Code, no complaint of unjust dismissal can be considered by an adjudicator where "that person has been laid off because of lack of work or because of the discontinuance of a function".
- 6 A Notice of Constitutional Question was filed and served by Sioux Valley. Counsel for Sioux Valley objected to my jurisdiction in this case on the basis that the Canada Labour Code cannot apply in light of the status of Sioux Valley as a self-governing First Nation. Emphasis was placed on a comprehensive

Tripartite Governance Agreement reached among the First Nation, Canada and Manitoba. Sioux Valley also objected that even if federal or provincial labour laws could apply, the applicable laws in this case are provincial not federal.

7 Sioux Valley wished me to first hear and decide its jurisdictional objections and only later, if necessary, hear the case on its labour law merits. Ms. Pashe disagreed with this process. Ms. Pashe was eager to have the matter finally heard and decided.

8 I held that these proceedings are intended by Parliament to be held reasonably expeditiously, and that it would be more efficient to hear the entire case - including the parties' submissions of its labour law dimensions - assuming I have jurisdiction - rather than splitting the hearing into distinct stages. Scheduling the hearing at a time that worked for both parties had already proved to be something of a challenge, and I did not wish to trigger a potentially multi-stage process unfolding over many more months or even years. Furthermore, evidence applying to jurisdictional issues often overlaps with the labour law issues. Accordingly, I directed that the parties submit all their evidence and submissions at the hearing held on July 16, 2019. Witnesses included officials subpoenaed by Ms. Pashe. All witnesses testified honestly and made their best effort to be accurate in their recollections, and both sides were able to test the testimony through questions and present their analysis and arguments.

9 It is always difficult for an individual to act as counsel in their own cause, and even more so for a non-lawyer who must deal with some legal issues that are highly complex, Ms. Pashe, in this case, conducted herself at the hearing with calm and courtesy as well as raising a number of insightful legal points.

10 I must also thank Sioux Valley and its legal counsel for recognizing at the hearing that Ms. Pashe was not represented and for not attempting to raise unnecessary technical objections to the manner in which she asked her questions or presented her facts and arguments.

#### Decision on the Constitutional Points

11 Deciding the Constitutional points has been challenging. Sioux Valley took the position that they sought guidance on the Constitutional point for many purposes, and not only for this case, and that "who better than Bryan Schwartz" to decide. I understand that reference in this respect was due to my experience as an academic and practitioner in areas that include Constitutional and Indigenous law as well as labour law. While I hope that my addressing the Constitutional points will be of some value to Sioux Valley, its employees, its citizens and others in the future, I have to enter some caveats.

12 The jurisdictional issues here involve some legal points that are both complex and on which there is no clear precedent. As commentators have noted, even in more routine cases - where there is no self-governance agreement - the case law is extensive but not always easy to explain or reconcile; see generally "Employment Law in the First Nations Context: Another Look at First Nations Governments as Employers", J. Berry Hykin and Leah L.J. Mack, April 2012, which I have found contains a useful analysis and summary of the case law up to the time of its writing as well as reviewing the cases submitted by Sioux Valley. Ms. Pashe presented her case exceptionally well for a non-lawyer but could not reasonably have been expected to present fully-detailed legal arguments or find precedents on her own. There were no interventions from the Attorney General of Canada or Manitoba, even though notice of these proceedings was provided to them by Sioux Valley. I have had to conduct a considerable amount of research and analysis of my own in reaching my conclusions on jurisdiction. My holding here - that the Canada Labour Code is applicable - is based on applying the law to the specific facts of this case where other factual situations might possibly result in the application of provincial labour law.

#### Jurisdictional Issues involving the Division of Powers among Canada, Manitoba and Sioux Valley

13 The Tripartite Governance Agreement is important and innovative. Sioux Valley says it is unique in Manitoba. The Tripartite Governance Agreement recognizes that Sioux Valley will have jurisdiction in defined areas such as citizenship, lands and natural resources.

14 Under the Tripartite Governance Agreement Sioux Valley has authority in relation to the "structure, management, operations and procedures" of the Sioux Valley Dakota Oyate Government, and here its laws prevail over conflicting federal or provincial laws; s. 11.01(7). Sioux Valley has jurisdiction over "the promotion of public health" and "the provision of health services"; however under s. 19.01(5) federal or provincial laws prevail if they conflict with Sioux Valley's laws.

15 Under s. 30.01(1)(f), however, it is expressly provided that Sioux Valley does not have jurisdiction over "occupational health and safety, labour relations and working conditions".

16 Sioux Valley submits, however, that there has been a change in a crucial factor concerning whether federal labour laws apply. Many previous cases involved First Nations governments in their role as band council governments under the federal Indian Act. By contrast, Sioux Valley correctly observes, under the Tripartite Governance Agreement many sections of the Indian Act no longer apply; s. 34.01(1) provides that the Indian Act generally continues to apply, but s. 34.01(2) to s. 34.01(5) identify an extensive set of exceptions in which various provisions of the Indian Act are immediately or potentially ousted. Among the provisions that no longer apply are many provisions concerning the election and powers of band councils.

17 At the hearing, Shauna Poole, an Intergovernmental Relations Officer testified that she participated in the negotiations leading to the Tripartite Governance Agreement. In response to questions from Ms. Pashe, she agreed that where jurisdiction - as in labour law - was not recognized as vested in Sioux Valley, the balance of federal and provincial authority continued to apply. The witness was well-informed and articulate and her view supports my conclusion, which is based on legal analysis of the Tripartite Governance Agreement and other legal materials. I do not wish to rely on her evidence concerning the intent of the framers - even though it happens to support my own holding - as it is not clear in principle whether or how much weight can be placed on it, as opposed to focusing on the actual text of the Tripartite Governance Agreement.

18 I would respectfully state the following observations and conclusions:

- ○ ■ \*the fact that the Indian Act no longer applies does not necessarily mean that Sioux Valley ceases to be under federal Constitutional jurisdiction or that it is no longer a federal work, undertaking or business under the terms of the Canada Labour Code;
- ○ ■ \*the Tripartite Governance Agreement was implemented by federal legislation, the Sioux Valley Dakota Nation Governance Act, S.C. 2014, c.1, as well as provincial legislation, The Sioux Valley Dakota Nation Governance Act, C.C.S.M. c. S135. The fact that the Tripartite Governance Agreement limits the operation of the Indian Act to Sioux Valley does not preclude the possibility that Sioux Valley in many respects exercises authority delegated by Parliament under the federal implementing legislation or under other federal statutes besides the Indian Act. Furthermore, Sioux Valley may be operating in many areas in respect of which Parliament has the Constitutional authority to legislate, even if it is not currently exercising that authority in the form of an applicable statute;
- ○ ■ \*the Preamble of the Tripartite Governance Agreement provides that "The Government of Canada recognizes and affirms that the right of self-government is an existing aboriginal right" but that "Sioux Valley Dakota Nation and Canada may have different legal views as to the scope and content of any right of self-government";
- ○ ■ \*There may be many respects in which Sioux Valley has self-governing authority that a tribunal like this must recognize as an Aboriginal right. In this particular case, however, there has been no evidence that Sioux Valley has a specific Aboriginal right, enforceable in courts or in administrative tribunals such as this one, that shields it from the application of the Canada Labour Code provisions on unjust dismissal;
- ○ ■ \*the Tripartite Governance Agreement specifically and clearly provides that despite any other provisions, the jurisdiction of Sioux Valley does not include the power to make laws over labour relations and working conditions; Article 30.01(f);
- ○ ■ \*Section 31.01 of the Tripartite Governance Agreement expressly provides that federal and provincial laws generally apply to Sioux Valley;
- ○ ■ \*the Tripartite Governance Agreement provides in Section 11 that Sioux Valley can make laws in relation to the government and operation of the Sioux Valley Dakota Oyate Government, and that these laws prevail over federal and provincial laws in case of inconsistency;
- ○ ■ \*the Tripartite Governance Agreement also provides in Section 33.03, however, that where a law has more than one subject area, and in one of those areas federal or provincial laws apply, then federal or provincial laws prevail;
- ○ ■ \*The Sioux Valley decisions that are challenged here concern not only the government of the First Nation, but also labour law. As a result, in case of any conflict with any Sioux Valley law, federal or provincial labour laws, if ordinarily operative, would continue to apply in case of

any conflict with any applicable Sioux Valley laws. (If the measures are additionally regarded as being in relation to public health or health services, they would also be in an area where federal or provincial laws apply in case of conflict.);

- ○ ■ \*the Tripartite Governance Agreement, as I construe it, contemplates the continued application of federal and provincial labour laws to Sioux Valley and on its lands even when the Employer is Sioux Valley itself;
- ○ ■ \*the question then is whether the Tripartite Governance Agreement has altered the balance between federal and provincial labour laws with respect to various operations of the government;
- ○ ■ \*the Canada Labour Code ordinarily applies to operations that are defined in s. 2:
- ○ ■ "In this Act,
- ○ federal work, undertaking or business means any work, undertaking or business that is within the legislative authority of Parliament..."
- ○ ■ \*my view, in light of an overall survey of the case law, is that before the Tripartite Governance Agreement, the Sioux Valley governing authority in its core activities as a central planner, policy-maker and legislator, was a federal work, undertaking or business for the purposes of the Canada Labour Code;
- ○ ■ \*the Sioux Valley central governing authority recognized in the Tripartite Governance Agreement is also, when carrying out highest-level and central functions, is still governed by the Canada Labour Code;
- ○ ■ \*in reaching my conclusion that the Canada Labour Code is applicable here, I note that the Sioux Valley central government operates in many areas that are generally within federal authority under s. 91(24) of the Constitution, including membership and regulation of collectively-held land. The Tripartite Governance Agreement itself states that many federal laws continue to apply Even in areas such as establishing and operating governing structures, federal laws continue to apply to the extent that they are not in conflict with Sioux Valley laws;
- ○ ■ \*my decision Is consistent with precedents in relation to the Nisga'a Final Agreement that Sioux Valley, in its central planning function (which was involved in this case) is a "federal work, undertaking or business" under the Canada Labour Code. I find the reasoning and conclusion in these precedents persuasive in this case, even if they do not strictly bind me (as they are from British Columbia tribunals and do not directly involve the Canada Labour Code). The Nisga'a Final Agreement pact was pathbreaking in Canada. It was established by a three-party agreement recognizing a new set of government arrangements for the First Nation, including recognizing in detail extensive rights of self-government. The Nisga'a central governing authority is clearly not an Indian Act band council. Yet tribunals in British Columbia have held that federal laws continue in labour law disputes involving persons employed by the central governing authority - a human rights complaint about alleged wage discrimination; see *Scodane v. Albright and another*, 2011 BCHRT 366, and the cases on federal-provincial jurisdiction reviewed there;
- ○ ■ \*the test set out by the Supreme Court of Canada in *NIL/TU,O*, [2010] 2 SCR 696, paragraph 3, for determining whether federal or provincial labour laws apply requires an application of a "functional test": a close examination of "the nature, habitual activities and daily operations of the entity in question to determine whether it constitutes a federal undertaking". In adopting a functional approach to characterizing what the employing "entity" is in this case, and what its activities are, it is necessary to consider how the role of Ms. Pashe was situated in the context of the operations of the Sioux Valley central government.

19 As I understand it, direct employment by a First Nations Government is not, in and of itself, a decisive factor in determining that an entity is regulated by federal or provincial labour laws. In some cases, a court or tribunal has decided that even though the employer is the First Nation, the real nature of the operation in question is within provincial legislative authority so that provincial labour laws apply, not the Canada Labour Code. A factor in these cases can be that the entity is, in legal form or substance, carrying on activities that are distinct from the operation of a First Nation's government at its highest and most general level. Even

though employees might be directly employed by a band government, the Canada Labour Code might not apply because the employees are engaged in a distinct set of operations that are within provincial jurisdiction.

20 In this case, however:

- ○ ■ \*the employment contact was directly between Sioux Valley and Ms. Pashe;
- ○ ■ \*the mandate of Ms. Pashe under the employment contract was to work on the Healing Lodge/Treatment Centre project. The site is a former residential school to which Sioux Valley holds title. This position required serving as the "primary point person" (in the language of the job description) on all events and transactions related to creating a Sioux Valley owned facility at the site of a former residential school. Ms. Pashe reported to "Chief and Council". Her duties included everything from feasibility studies, funding sources, stakeholder consultations, reporting to Chief and Council and attend Chief and Council meetings as required, working with federal and provincial governments;
- ○ ■ \*In its legal nature and practical operation the planning of the project was an integral part of the high-level and central governance of Sioux Valley. The planning of this project cannot be viewed as an operation that is separable or distinct from the core operations of the central government, including planning major community projects on land to which it holds title;
- ○ ■ \*the central government of the First Nation, the Sioux Valley Dakota Oyate Government, has authority over many matters that are "intimately bound up with the essential capacities and rights inherent in Indian status, Aboriginal and treaty rights, or a delegated federal power over Indians";
- ○ ■ \*there were, moreover, major aspects of this particular potential project that involved federal jurisdiction, including (according to undisputed testimony at the hearing) obtaining federal as well as provincial approvals to proceed with the centre;
- ○ ■ \*the project was not, by contrast, a distinct, established and going concern, which had a distinct existence, in legal form or in practical operation, apart from the central government of Sioux Valley.

21 On the basis of the foregoing considerations, my conclusion is that Ms. Pashe was employed in a "federal work, undertaking or business" and the Canada Labour Code is applicable to the employment relationship in this case.

Analysis on whether Ms. Pashe was Terminated for Lack of Work or Discontinuation of Function

22 The case law has established that the burden is on Sioux Valley to prove, on the civil standard of proof (balance of probabilities rather than "beyond a reasonable doubt"), that there was a reasonable justification for the termination and a reasonable explanation for choosing Ms. Pashe. If Sioux Valley establishes these points, Ms. Pashe can still succeed by showing that the otherwise justifiable action of Sioux Valley is in fact a "sham", "subterfuge", "malicious" or "covert"; *Thomas v Enoch Cree Nation Band*, 2003 FCT 104 at paragraph 38.

23 The evidence at the hearing was clear and uncontested that Sioux Valley faced a serious financial situation. A report commissioned by a previous chief was delivered to the new leadership showing that Sioux Valley was facing dire consequences unless it cut back or stopped running deficits. Officials testified at the hearing as to the considerations behind the termination of Ms. Pashe's position. To begin with Sioux Valley spared positions where there was a specific grant for the position from a federal or provincial government or other outside source. Ms. Pashe's position, as were some others, was not specifically so funded but rather paid out of general grants where there was some flexibility in allocation among competing needs. The Chief, in consultation with the Chief Financial Officer, decided it had to make cuts even to some positions that involved currently-delivered services, such as some security personnel. Sioux Valley chose not to not continue Ms. Pashe's position because it involved a project at the planning stage, not a service currently being delivered, and because a substantial amount was involved in her salary and her travel costs - which, to be clear, were entirely legitimate, as they involved authorized consultations with various stakeholders.

24 A note from Ms. Pashe after the hearing stated that it just came to her attention that she believes Sioux Valley also terminated several funded positions, Ms. Pashe's submission in this regard does not affect my conclusions in this case. The source of Ms. Pashe's contention in this respect is not identified and Sioux Valley had no opportunity to cross-examine upon it or otherwise respond to it. Even if they existed, several

exceptions concerning the retention of funded positions would not necessarily vitiate the reasonableness of terminating a position, like Ms. Pashe's, which was both not funded and not concerned with current delivery of an essential service. Sioux Valley did not produce Ms. Pashe's personnel file until after the hearing, and I invited Ms. Pashe to comment on it in a post-hearing submission after it arrived. In light of the late production of Ms. Pashe's personnel file I would have been prepared to continue evidentiary hearings if fairness required, But Ms. Pashe's post-hearing submissions about the alleged termination of several funded positions had no apparent relationship to the information in that file.

25 Ms. Pashe pointed out that some of the travel items attributed to her actually involved meetings involving a number of employees, and it was not fair to see them as entirely specific to her. As far as I can determine, even if Ms. Pashe's concern was correct, the misperception was only with respect to a limited number of items and did not materially affect Sioux Valley's overall decision making with respect to her situation.

26 Sioux Valley provided detailed financial data, and the thinking of the leaders who made the termination decisions - including Chief Bone, who made the decision in consultation with the Chief Financial Officer - were laid out by officials who attended the hearing, testified credibly under oath and who were subject to cross examination. The evidence did not account for each and every termination decision involving any and all employees. It was in fact reasonable, in my view, for Sioux Valley to focus on eliminating unfunded positions, and within that group to prefer to retain, where feasible, positions involving current service delivery in essential areas rather than engaged in planning a future project that might or might not obtain the funding and regulatory approval of other orders of government. The evidence is that the difficult measures taken by Sioux Valley, with their unfortunate impacts on a number of employees including that of Ms. Pashe, did in fact put Sioux Valley back on a solid financial footing.

27 The evidence establishes that Ms. Pashe's general set of tasks was not, before or after her termination, shifted to another particular employee.

28 Ms. Pashe brought to light that after her position was terminated, the First Nation hired a CEO, whose salary was in fact higher than hers. My conclusion is that it was reasonable, even at a time of financial pressure -- perhaps especially so - for Sioux Valley to hire a general overall manager who was a civil servant rather than an elected official.

29 The facts and the results in this case in many ways parallel that of a case brought to my attention by Sioux Valley, *McCullough v. Sucker Lake Cree Nation*, 2010 CarswellNat 5737. In that case, a First Nations government also faced financial exigency and was able to show that it was a reasonable response of that to cut some positions, including the employee's position in particular.

30 As mentioned above, citing *Enoch*, an employee can overcome a prima facie showing of reasonableness by the employer by demonstrating that it was actually acting in bad faith or out of an improper motive. I believe that if a termination decision by Sioux Valley was rooted in discrimination on the basis of family connections then Sioux Valley could not rely on the Canada Labour Code exemption for lay-offs or terminations of a position.

31 Ms. Pashe raised some concerns at the hearing about which of Sioux Valley's witnesses -- many of whom she subpoenaed - obtained expense money to attend the hearing, and whether it included hotel costs in every case. Ms. Pashe raised the possibility that in its reimbursement policy with respect to the expenses of its current employees who attended the hearing, Sioux Valley was more generous to witnesses who did not belong to Ms. Pashe's extended family. In a small and traditional community, many people may have near or distant family connections with other members. Identifying some connections in this respect may not be sufficient to show that there actually is conscious or unconscious discrimination by a decision-maker based on such connections. In this case, the evidence did not amount to a convincing demonstration of discrimination with respect to expense reimbursement policies by Sioux Valley at the hearing.

32 Any discrimination by Sioux Valley in its conduct of the hearings, moreover, would be evidence but not necessarily conclusive proof that discrimination took place in the earlier decision to terminate Ms. Pashe's position. The evidence as a whole in this case did not establish that Sioux Valley's termination decisions were rooted in conscious or unconscious discrimination against Ms. Pashe based on her family affiliations or on any other improper grounds from a human rights perspective.

33 The evidence does not substantiate that any possible tensions at one point between Ms. Pashe and one particular supervisor had any impact on the later decision, in light of financial stresses, to terminate Ms. Pashe's position.

34 Ms. Pashe also raised questions about whether Sioux Valley's witnesses were factually mistaken about the precise timing of when she received various communications or payments in connection with her termination. Even if any such errors were made in the testimony of any witnesses - which is not clear to me - I would find that errors were not a matter of dishonesty on the part of witnesses, but rather an honest error in the recollection of detail from an event of many months ago.

35 Ms. Pashe raised the concern that under a document called "Constitution of the People", the authority to make employment decisions in her case should have been exercised or approved by the Chief and Council, and there is no proof that this happened, rather than the Chief making a decision as a senior executive. I have given this submission careful consideration. It might be that in some cases a failure to follow internal policies or Constitutional requirements is a factor in determining that a dismissal is unjust, and it might be the case that such a failure precludes the successful invocation of the s. 236 exemption for layoffs and discontinuations of functions.

36 In this case, however:

- ○ ■ \*Sioux Valley submitted that the Constitution of the People has not been implemented and is of uncertain legal status;
- ○ ■ \*it is not clear that there actually was a breach of the Constitution; assuming it was applicable. While the Constitution contemplates that the Elected Council has an important role in employment decisions, it also recognizes the Chief as the "ex officio" Chief Executive Officer of the First Nation and as the "representative and spokesperson" for the Elected Council;
- ○ ■ \*it was not clear from the evidence about what the standard and accepted general practice, concerning the relative roles of the Chief and the Elected Council, with respect to how hiring and termination decisions were made. An understanding of actual practice could have shed light on the proper interpretation of the Constitution, on whether there was a formal or informal delegation of authority in this matter from Chief and Council to the Chief in various labour matters;
- ○ ■ \*when Ms. Pashe's position was terminated, there is no evidence that Ms. Pashe raised any Constitutional concerns about the authority of the Chief or appealed in any way to the Elected Council;
- ○ ■ \*in any event, an overriding consideration here would be that no evidence that the Chief and Council's direct involvement would have materially affected the decision and on the contrary, the evidence is that the decision very probably would have been the same. The objective evidence of the financial exigency was compelling; the managerial logic of prioritizing funded positions and some essential service positions currently offered was powerful. It was supported by both the elected Chief, the Chair of the Elected Council, the Chief Financial Officer. The member of the Elected Council who appeared at the hearing expressed no concern about either the process used or the merits of the decision.

## Conclusion

37 Ms. Pashe was, the evidence demonstrates, a dedicated, capable and effective member of the Sioux Valley team. Her position was terminated due to overriding financial pressures. Sioux Valley acted reasonably and in good faith to prioritize other positions that were funded or which currently provided essential services, rather than an unfunded position that related to a future project. Under s. 242(3.1)(a) of the Canada Labour Code no complaint of unjust dismissal can be considered by an adjudicator where "that person has been laid off because of lack of work or because of the discontinuance of a function". Sioux Valley has shown that s. 242(3.1)(a) applies in this case.

38 I find that for this reason that the complaint of Ms. Pashe must be dismissed.

39 I noted at the end of the hearing, and confirm, that it appears to me that Sioux Valley made an error with respect to the vacation pay owing to Ms. Pashe. Sioux Valley mistakenly thought Ms. Pashe had taken some time off that she actually did not. I do not have authority to address this matter. This is not an unpaid wages claim under the Canada Labour Code. It may be that the vacation pay issue can be dealt with in some process other than this one. I would respectfully suggest, however, that Sioux Valley might wish to remedy the error without the need for any further contention.

40 More generally, I would note that it is clear that Ms. Pashe already has considerable education and now

on-the-job experience, that she wishes to further advance her skills, and to act in the public service of her community. A termination, even for purely financial reasons, can obviously strain a relationship between the Employer and the Employee, and ensuing litigation can exacerbate feelings. Now that this proceeding is over under the Canada Labour Code, I would suggest that the parties might wish at some point to explore ways, moving forward, in which they can work together to the benefit of all concerned - the Sioux Valley government, Ms. Pashe and the community.

DATED at the City of Winnipeg, in Manitoba, the 22' day of October, 2019.

BRYAN P SCHWARTZ - Adjudicator