

GABRIEL DUMONT INSTITUTE

**OF NATIVE STUDIES AND
APPLIED RESEARCH INC.**

**April 1, 2013-
March 31, 2016**

COLLECTIVE AGREEMENT

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COLLECTIVE BARGAINING AGREEMENT

between

**SASKATCHEWAN GOVERNMENT
AND GENERAL EMPLOYEES' UNION**

and

**GABRIEL DUMONT INSTITUTE OF
NATIVE STUDIES AND APPLIED RESEARCH INC.**

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ARTICLE 1 PREAMBLE

The parties recognize that the Mandate of the Institute and its historical development have guided the development of this Collective Agreement. The parties acknowledge and agree that the Mandate and Personnel Policies Manual of the Institute are documents separate from the Collective Agreement and are policy documents created and maintained by the GDI Board of Governors.

ARTICLE 2 SCOPE

This Collective Agreement shall apply to employees of the Institute in the following classifications:

- Faculty 1, 2, 3
- Research Officer 1, 2, 3
- Counsellor 1, 2, 3
- Information Officer 1, 2, 3
- Administrative Assistant 1, 2, 3, 4
- Accounting Clerk 1, 2, 3
- Librarian Technician 1, 2
- Librarian
- Curriculum Developers 1, 2, 3
- GSW 1, 2, 3
- Sessional Lecturers/Instructors hired as employees who teach more than one (1) class in a teaching year or who teach a competency within a course of study.
- Student Assistants not attending GDI full-time

ARTICLE 3 GABRIEL DUMONT INSTITUTE SELF-DETERMINATION

The parties acknowledge and agree that the Institute is a Métis-controlled education and cultural institution; its mission is "to promote the renewal and development of Métis culture through research, materials development, collection and the distribution of those materials and the development and delivery of Métis-specific educational programs and services".

The Management Board of the Institute and its Management Team are directed by the Métis people of the Province of Saskatchewan. The Union acknowledges and recognizes the right and responsibility of the Institute to manage and direct the affairs and operations of the Institute in all respects including, without limiting the generality of the foregoing, the following:

- i) to undertake special measures to attract, employ and retain Métis personnel;
- ii) to take all necessary measures to pursue the implementation of the Institute's mandate, as approved by the Annual Assembly;
- iii) to provide direction to the workforce, including the right to plan, direct and control operations;
- iv) to maintain the discipline and efficiency of the employees;
- v) to require employees to observe the rules and regulations of the Institute;
- vi) to hire, promote, transfer, demote, lay-off or relieve employees from duty;
- vii) to discipline, suspend and discharge employees;
- viii) to grant leaves of absence;
- ix) to determine the complement of employees for each classification.

It is recognized by both parties that in the administration of the Institute, an employee's past Institute work experience and history are key considerations. In the event of any major changes to the workplace, the Institute will make every reasonable attempt to consult with the Union. On-going consultation is a necessary part of the consensus model.

ARTICLE 4 INTERPRETATION

In this Agreement, unless the context otherwise requires, the expression:

- 4.1 "Demotion" is defined as the movement of an employee from a position in one (1) class to a position within the same class or in another class with a salary range of lower maximum.
- 4.2 "Dependent" means any one for which an employee is designated as the primary care giver and shall not be necessarily restricted to biological off-spring or relatives.
- 4.3 "Employee" or "Employees" means an employee or employees to which the terms of this Agreement apply as indicated in Article 2 hereof.
- 4.4 "Fiscal Year" is April 1st to March 31st for the Institute - other existing corporations may vary.
- 4.5 "He, His, Him, She, Hers or Her" includes a reference to persons of the opposite gender whenever the facts or context so require.
- 4.6 "Institute" means the Gabriel Dumont Institute of Native Studies and Applied Research and its subsidiary corporations, as per the certification order, as the Employer.
- 4.7 "Locale" means the village, town or city where an employee normally works.
- 4.8 "Occasion" means one (1) instance of reporting for work which shall not exceed in duration the number of hours normally worked in a day by a full-time employee. There can be no more than one (1) occasion per day.
- 4.9 "Part-time Employee" means an employee who is scheduled to work less than full-time daily, weekly or monthly.
- 4.10 "Permanent Employee" means one (1) who has successfully completed the probation period on initial appointment.

- 4.11 "Probationary Employee" means one (1) who has not yet completed a probationary period on initial appointment.
- 4.12 "Promotion" is defined as the movement of an employee from a position in one (1) class to a position in another class with a salary range of higher maximum.
- 4.13 "Pro-rata Basis" means pro-rated according to the time worked while employed, as a percentage of the time worked by a full-time employee.
- 4.14 "Red Circled" is defined as the placement of a person on a salary grid after job abolishment or lay-off, upon return to work, subject to the rules in Article 9.5.2.
- 4.15 "Transfer" is defined as the movement of an employee from one (1) position to another in the same or a different class with a salary range having the same maximum.
- 4.16 "Union" means the Saskatchewan Government and General Employees' Union.
- 4.17 "Work Unit" and "Bargaining Unit" are one in the same. These terms include GDI, DTI, SUNTEP, **GDI T&E** and GDC employees.
- 4.18 "Demonstrated Competence" is defined as a demonstrated, proven ability to perform a duty.
- 4.19 "Full Time Employment" means an employee who normally works full time hours in accordance with Article 9 of this agreement.
- 4.20 "Incumbent" means the employee who currently occupies the position.
- 4.21 "Internal Candidate" means the in-scope employee, including probationary employees, covered by the provisions of this Collective Agreement. Qualified applicants from within the Bargaining unit will be given first consideration for posted in-scope positions.

- 4.22 “Job Abolition” the permanent elimination of a position within the Institute. Any position moved more than 75 km shall also be considered as job abolition for the affected employee.
- 4.23 “Qualifications” defined as the prerequisites that are inherently or legally necessary to render the employee eligible to fill a position or perform a function.

ARTICLE 5 UNION SECURITY

- 5.1 The Institute agrees to recognize the Saskatchewan Government and General Employees’ Union as the sole and exclusive collective bargaining agent for the employees covered by this Agreement and hereby agrees to negotiate with the Union or its designated bargaining representatives in any and all matters pertaining to working conditions, hours of work, classification and scale of wages.
- 5.2 The Institute agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with regard to any employee in the matter of hiring, wage rates, training upgrading, promotion, transfer, lay-off, discipline, classification, discharge, educational leave or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, nor by reason of membership or activity in the Union, unless specifically addressed by this Agreement, or the SHRC exemption referenced in Letter of Understanding #3.
- 5.3 All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute. Failure to cross a picket line encountered in carrying out the Employer’s business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.
- 5.3.1 All employees who are now and hereafter become, members of the Union shall maintain their membership in the Union as a condition of their employment and all new employees shall, as a condition of their employment, and within thirty (30) calendar days of the commencement of their employment, apply for and

maintain membership in the Union. Any employee who is not required to maintain membership in the Union and whose class of employment is within the bargaining scope of the Union, shall, as a condition of employment, tender to the Union the monthly dues uniformly required to be paid by the members of the Union.

- 5.3.2 On signed authorization by an employee, the Institute shall deduct, on behalf of the Union, all initiation, dues, assessments, or levies, uniformly required from the pay cheque of each employee, each month, who as a condition of employment is required to submit such initiation, dues, assessments, or levies. The Institute shall remit the same to the Union prior to the 20th day of the month following the calendar month in which such deduction is made, accompanied by a list of all employees for and on behalf of whom the individual deductions were made and the month that the deductions were made for.
- 5.3.3 A monthly statement shall also be forwarded to the Union showing the names, addresses and work location of all new employees covered by this Agreement hired during the month, the date they were employed and the name of all employees covered by this Agreement who have left the employ of the Institute during the month and the date of severance.
- 5.3.4 At the time Income Tax (T-4) slips are made available, the Institute shall indicate the amount of union dues paid by each Union member.
- 5.3.5 The Institute agrees to acquaint new employees, upon employment, with the fact that a Union Agreement is in effect, and direct the person to the local Union representative. The local Union representative will be given one-half (1/2) hour to orient the new employee **during scheduled work time. Such orientation will occur in person in the location where the local representative works. For employees hired within a local representatives region (North, Prince Albert, Saskatoon, and Regina) but outside their home location, such orientation shall occur by telephone.** Operational requirements will be observed when exercising rights under this Article.

- 5.3.6 An employee covered by this Agreement who is temporarily filling an out-of-scope position shall continue to have union dues deducted from his/her salary and shall be entitled to all the benefits and protections afforded by this Agreement, as per Article 10.8.3.
- 5.3.7 Employees shall have the right to the assistance of a Union representative(s) during discussions related to grievances or negotiations. Such representative(s) shall have access to the Institute premises, in order to investigate and assist in the settlement of a grievance(s).
- 5.3.8 a) Any employee who feels that they have been aggrieved may leave their assigned duties as per time required, without loss of pay, in order to discuss the complaint with the appropriate union representative. Suitable arrangements for an appropriate time and place for such discussions must be agreed upon between the employee and the supervisor.
- b) The employer agrees that a steward or elected officer of the union may leave their assigned duties as per time required in order to discuss those matters covered by the grievance procedure and that such steward shall not suffer any loss of pay for the time spent. Suitable arrangements for an appropriate time and place for such discussions must be agreed upon between the supervisor and the union steward. No Institute office will be closed in giving effect to this Article.
- 5.4 Written notice of change in the amount of the monthly dues must be given to the Institute by the Union at least twenty (20) working days in advance of the date that the change is to be effective.
- 5.5 The Institute shall allow the Union to post notices and information of interest to the employees. The Union agrees not to post material defamatory to the Employer(s). Notices shall be posted on bulletin boards only. Union Stewards may utilize the Employer's email system to forward Union materials such as notice of meetings or Union business to employees of GDI provided that they are not

defamatory to the Employer and do not contain information related to job action or job stoppage. The Employer reserves the right to limit or rescind the use of the Employer's email system for Union business.

ARTICLE 6 HARASSMENT

6.1 Statement of Agreement by the Parties

To create an harassment-free workplace, the parties are committed to the joint development of proactive programs to attempt to eliminate harassment. The parties further agree harassment in the workplace will not be tolerated. All employees are encouraged to use this policy prior to involving outside agencies. This process will abide by the principles of fundamental justice and will not infringe on the Canadian Charter of Rights and Freedoms and other applicable statutes.

6.2 Definition of Harassment

In accordance with applicable legislation and Human Rights., the Union and the Employer consider harassment in the workplace to be unacceptable and recognize the right of all employees to work in an environment free from harassment.

Harassment is any unwelcome or unwanted action by any person against another. It can be a non-verbal, verbal or physical action or display of materials of a sexual or non-sexual nature, on a single or repeated basis, which humiliates, insults, degrades, threatens or intimidates.

"Unwelcome" or "unwanted" in this context means any actions which the harasser knows, or reasonably ought to know, are not desired by the victim of harassment.

Harassment is an expression of perceived power and superiority by the harasser(s) over another person, usually for reasons over which the victim has little or no control.

Harassment is not:

- a) Bona fide work related interaction such as work assignment, performance feedback, counselling or disciplinary action or
- b) Normal social contact between people based on a position of equality or mutual consent.

6.2.1

The acts that constitute harassment include but are not limited to the following:

- a) Unsolicited physical contact, pushing, grabbing or other touching**
- b) Comments, looks and/or suggestions that may reasonably be found by the affected employee to be unwelcome, objectionable and offensive or to cause discomfort in their job.**
- c) Sexual or inappropriate propositions.**
- d) Gender or ethnic based taunting.**
- e) Actions that create a negative psychological or emotional state, or prejudices another employee's job security or undermines another employee's job performance.**

6.3

Roles of the Parties

6.3.1

The Union will:

- a) recognize that every member has the right to be treated with dignity and respect, and to work in a workplace free of harassment.
- b) not condone or tolerate any harassment.
- c) support and encourage its members to speak out and confront harassers.

6.3.2

The Employer will:

- a) attempt to provide a workplace free of harassment.

- b) recognize that in order to end harassment, it is necessary to confront and provide the opportunity to correct the harasser's behaviour. The Employer, therefore, agrees to create an atmosphere where harassed persons will feel comfortable and secure in bringing forward complaints and in confronting the alleged harasser and/or harassment.
- c) ensure that every employee is aware that the workplace is to be free of harassment.
- d) provide training to all employees pertaining to harassment in the workplace.

6.4 Complaints Procedure

6.4.1 Obligation:

It is the responsibility of the Employer to ensure that complainants and witnesses to harassment are protected from intimidation or repercussions after reporting incidents, including any subsequent investigation. Protection may also be appropriate when effecting the final decision on the complaint.

6.4.2 Procedure for Handling Harassment Complaints:

- a) All complaints of harassment shall be covered by this Article and dealt with in a serious manner.
- b) Leave without loss of pay, for employees required to be involved, shall be allowed by the Employer for any proceedings under this Article.
- c) All proceedings under this Article are confidential. Breach of confidentiality shall be subject to disciplinary action.
- d) No information relating to the alleged harasser's or the complainant's personal background, lifestyle, mode of dress, etc., will be admissible during proceedings under this Article unless directly related to the incident in question

- e) In the event that the alleged harasser and the complainant are members of the Union, the Employer agrees to allow each their right to union representation.

6.4.3

Step 1 (Informal):

- a) Any complaint may be lodged in confidence with a Union or management official of their choice or a formal complaint may be lodged directly at Step 2. In either case, the recipient of the complaint shall immediately notify the other party and together they will notify the alleged harasser of the complaint.
- b) The complaint shall be investigated by the two parties in confidence and an attempt will be made to achieve resolution.
- c) If a satisfactory resolution is achieved, the process ends here.
- d) If no satisfactory resolution is achieved, then Step 2 is implemented.

6.4.4

Step 2 (Formal):

- a) A formal complaint shall be submitted concurrently in writing, to the Executive Director, and to the Union Chairperson.
- b) Upon receipt of the signed written complaint, the Executive Director shall (i) determine whether the alleged harasser or complainant should be removed and/or reassigned from the immediate workplace; (ii) advise the alleged harasser of the full details and scope of the complaint, name of accuser; and (iii) set up a board within five (5) calendar days to investigate the complaint.

The Board shall consist of one (1) union representative, one (1) management representative and an independent chairperson. The Chairperson is to be selected by rotation from an agreed to list for the Institute as established by negotiations or may be a

different person who is mutually agreed to. (No representative on the board shall be from the work unit where the incident is alleged to have occurred.) The parties to this Agreement may mutually agree to the board being established as a single chairperson. In this event, the board will be considered to be duly established and have the same authority as that of a three (3) person board.

The parties will equally share the fees and expenses of the chairperson and other common expenses of the board. Common expenses of the board would normally include: meeting room expenses, photocopying, telephone, that may be incurred by the board.

- c) It is agreed that as a general principle the alleged harasser be the one removed from immediate assigned work area. However, in exceptional circumstances (factors such as the emotional and mental health of the complainant), the complainant may be removed.
- d) An opportunity for all parties affected to be heard, will be provided, in whatever manner is deemed appropriate by the board.
- e) A response containing a decision and recommendations will be submitted in writing within twenty (20) days to the Union Chairperson and Executive Director. This time limit may be extended by mutual agreement of the Union Chairperson and Executive Director.
- f) The three (3) person investigative board shall have jurisdiction to determine if there is harassment. If so, it shall recommend to the Employer appropriate action, up to and including counselling, permanent removal from the workplace or other remedial/disciplinary action. They shall also recommend a time frame for implementation.

The board shall have the authority to determine whether a complaint is frivolous or vindictive

and to recommend the appropriate course of action in such cases.

- g) As this process for resolution of a complaint is similar to the grievance procedure, a complainant is precluded from using the grievance procedure in cases of a complaint of harassment.

NOTE: Confidentiality shall not preclude one's ability to investigate or accumulate information regarding any case being investigated under this language.

ARTICLE 7 CLASSIFICATION/RECLASSIFICATION

7.1 The Institute shall prepare a Position Classification Plan in which positions of similar kind, difficulty and responsibility are included in the same class.

7.2 The Institute Board shall supply a copy of these class specifications, currently maintained, to the Union at their request.

7.3 Whenever the Institute proposes to establish a new classification or alter an existing classification, a new or revised classification shall be established in accordance with Article 7.1. The Institute shall give notice of its intention to the Union, and shall negotiate the inclusion or exclusion from scope, by position, of new positions within the new or revised classification. If the position is to be included in-scope, the Institute shall negotiate, for such new or revised classification, the rate of pay, hours of work, length of probationary period, classification and level. If no agreement is reached, in order to avoid delay in filling of the position, the Institute may advertise the position at a salary range which is the lower of the proposed salary ranges advanced by each party, subject to Article 7.4 below.

7.4 A dispute occurring over failure in any instance to come to agreement on any item which, according to Article 7.3, is to be negotiated, shall be resolved pursuant to the regular grievance procedure. The rate of pay, when finally decided between the parties, will be retroactive to the date of appointment in respect of any employees hired at the lower rate.

7.5 Changes in Classification

Whenever the Union feels that a position is incorrectly classified or that a reclassification is required to cover higher level assigned duties or responsibilities, an application for review of duties, classification and pay may be made to the Executive Director. The Institute will review the position and notify the employee and the Union of the results within thirty (30) working days.

7.6 Approved Changes

If the request is approved, it will be effective the date of application and the Union will be notified.

7.6.1 Disputes

If the request for reclassification is rejected, or if there is dissatisfaction with the reclassification approved, a grievance may be initiated under Article 19.

7.7 Appointments and Challenges

When the reclassification is due to new or additional duties and responsibilities, the incumbent shall be appointed, subject to challenge from more senior employees in the same work unit. Disputes that occur shall be resolved pursuant to the regular grievance procedure.

7.8 Pay on Reclassification Upwards

The incumbent of a position which is reclassified upwards shall be paid on the basis of the Board's Policy.

7.9 Reclassification Downwards

An employee shall retain her original salary if reclassified downwards and may be "red circled" in the new classification. If the employee is still red circled at the conclusion of the two (2) years, the employee's salary will be reduced to the maximum salary of the lower classification.

ARTICLE 8 APPOINTMENTS

8.1 Filling Positions by Competition

Vacancies and new positions covered in the scope of this Agreement, which the Institute chooses to fill, must be subject to in-service competition by all in-scope employees.

8.2 Job Postings

A competition shall allow a minimum of one (1) week for applications to be submitted and shall be announced in the form of a bulletin posted in a prominent position in each of the premises the Institute offers services. Any member who wants employment bulletins sent to them shall be done.

One week before going to external competition employees who are on the Institute's re-employment lists shall be notified by the Institute preferably by mail, within reasonable time to apply for the vacancy. A copy will be provided to the Union Bargaining Unit Chair.

8.2.1 Outside Hiring

The Institute may elect to advertise externally simultaneously with the internal posting of a position.

8.2.2

No external hire shall be made in vacant in-scope positions until the posting has been provided to current in-scope employees and any person on the Institutes re-employment list for the mandated one (1) week internal posting period and it has been fairly determined that any internal candidates do not meet the qualification requirements of the position.

8.3 Information in Postings

Such notice shall contain the following information: Duties, and classification, and name of position, qualifications, knowledge, skills and education required, wage or salary rate or range, hours of work and whether the position is full-time or part-time, full-year or part-year, deadline date for applications,

expected start date of the position, assigned days (where applicable), completion date and any other pertinent information.

8.4 Role of Performance and Qualifications in Appointments

Subject to Article 8.2, the Métis in-scope applicant with the best performance in the Institute and having the necessary qualifications, knowledge, education and/or demonstrated competencies and skills to do the job shall be appointed to the position. If there are no Métis in-scope applicants with the necessary qualifications, knowledge, education and/or demonstrated competencies and skills to do the job, then the non-Métis in-scope applicant with the best performance in the Institute, and having the necessary qualifications, knowledge, education and/or demonstrated competencies and skills to do the job shall be appointed.

When it is determined that in the first instance more than one Métis in-scope employee meets the knowledge, skills and ability, the senior such member shall be appointed. Where there have been no Métis applicants the same rule shall apply to the non-Métis applicants.

8.5 Notice of Filling Vacancy

Successful applicants who fill vacant positions shall be notified in writing prior to commencing such duties of the classification, range and step they will occupy. The name of the successful applicant shall be posted on Institute bulletin boards and a copy sent to the Union.

8.6 Re-Employment List

The Employer agrees to maintain a re-employment list of those employees whose jobs have ended for consideration for future employment opportunities. To be maintained on the re-employment list, eligible candidates, as defined in Article 13.4 d), will apply annually, in writing, to the Executive Director or designate. The Employer also agrees to forward the re-employment list to the Bargaining Unit Chairperson yearly.

8.7

Sessional Lecturers

Sessional lecturers/Instructors hired by Gabriel Dumont Institute through its various programs and subsidiaries and who are approved by the applicable university for teaching appointments shall:

- 1) Accumulate seniority for the periods of time they are employed based on three (3) hours seniority for each teaching hour.
- 2) Should a sessional lecturer/Instructor meet the criteria of the scope article and become in-scope they shall be entitled to the benefits of the Collective Bargaining Agreement as per Article 21.2, as per the benefit plan requirements.
- 3) If a sessional employee applies for and is successful in a competition in a core program position, they shall after successful completion of their probation period be entitled to count their seniority back to date of hire. Sessional employees who may fail their probationary period shall return to the sessional list.

People hired after March 1, 2002 will be subject to the Affirmative Action criteria as contained in the CUPE Sessional Agreement and the SGEU/GDI Agreement.

ARTICLE 9 HOURS OF WORK

9.1

Employees currently in the Collective Agreement with the following pay titles shall work office hours and shall be Group A Staff:

- a) Clerical Staff
- b) Accounting Staff
- c) Library Technician
- d) Information Officers
- e) Counsellors
- f) Administrative Assistant

9.1.1

Office Hours

All Group A staff shall work the following hours:

8:00 a.m. – 4:30 p.m. with a one-half (1/2) hour lunch break and on a five (5)/four (4) rotation, notwithstanding the foregoing winter driving hours shall be allowed.

9.1.2

Administrative guidelines for the five/four (5/4) operation:

- a) The five/four (5/4) schedule shall be drawn up once yearly.
- b) Employees on the five/four (5/4) work schedule shall have the right to bank five (5) Regular Days Off (RDO's) annually. Additional days may be banked by mutual agreement. The Employer shall allow up to five (5) banked RDO's to be taken in conjunction with the employee's annual vacation. Any additional banked RDO's taken in conjunction with annual vacation shall be by mutual agreement only.
- c) An employee's regular day off may be moved to another day by mutual agreement. Requests by either party that are denied shall result in the regular day off being taken as scheduled.
- d) The Employer also shall have the option to direct the employee to bank up to an additional ten (10) RDO's annually.
- e) Any authorized work performed by an employee on her regular day off shall be compensated for at the applicable overtime rate.
- f) Subject to Article 9.1.2 (c), should a scheduled regular day off fall on a designated statutory holiday, a mutually agreed to alternate day shall be assigned.
- g) If an employee is ill on a scheduled regular day off, there will be no other day assigned and there will be no charge against sick leave credits. Employees shall make reasonable

effort to schedule medical and dental appointments on days off.

- h) All regular days off scheduled shall be adjacent to weekends unless changed by mutual agreement subject to the conditions outlined in Article 9.1.2 (c).
- i) While on sick leave or vacation leave, the number of days charged against the employee's sick or vacation leave shall not include his/her scheduled RDO's during that period.
- j) While on sick leave the number of days charged against the employee's sick leave shall not be more than one (1) day per working day.

9.1.3 Noon hour coverage will be provided when required. Arrangements for such coverage will be subject to mutual agreement at the local level. Library hours shall also be set at the local level by mutual agreement.

9.2 Employees currently in the Collective Agreement with the following pay titles shall work a one hundred and ninety-nine (199) day year and shall be known as Group B Staff:

- a) Faculty
- b) Librarian
- c) Curriculum Developer
- d) Counsellors (except T&E Counsellors)
- e) Research Officer

9.2.1 Employees who work one hundred and ninety--nine (199) assigned days in a year shall receive an annual salary. Any employee who works in excess of the one hundred and ninety- -nine (199) assigned days shall receive, per day, one hundred and ninety—ninth (1/199) of his/her annual salary. Employees who work less than one hundred and ninety--nine (199) assigned days shall be paid on the basis of one one hundred

and ninety-ninth (1/199) of his/her annual salary per assigned day.

- 9.2.1.1 For those projects that occur from time to time that require a twelve (12) month Instructor contact period for at least two (2) consecutive years, the parties agree to determine a project hours of work agreement in each instance prior to project start-up.
- 9.2.2 An assigned day is a day or any portion thereof where a full-time employee is required to work. Prior to the beginning of an academic period, assigned days for each employee will be scheduled, insofar as is possible. All schedules must be approved by the Executive Director or designate prior to finalization.
- 9.2.3 All unassigned days in a school year, shall constitute full recognition of, and full payment for, any vacation leave (excepting the special vacation leave and cash bonus benefits of the Northern District Allowance provisions), designated holidays, days of rest, regular days off that may otherwise have been provided by this Agreement.
- 9.2.4 Instructors appointed to less than full-time positions shall be paid at a rate of one-one hundred and ninety-ninth (1/199) of their annual salary for each full day assigned. However, if it is known at the time of the appointment that the assignment will be a minimum duration of ninety (90) consecutive calendar days, the Instructor shall be paid on a monthly basis until the end of such appointment at which time a reconciliation of the salary paid to that date and actual salary entitlement to that date based on one-one hundred and ninety-ninth (1/199) of the annual salary for each assigned day worked shall be conducted. Any monies owing shall be paid the employee and any monies overpaid shall be recovered by the Employer. Reconciliation shall be made on June 30th of each year with payment being no later than July 31st of the same year.
- 9.2.5 In the event a full-time employee is dismissed, resigns, promotes, demotes, transfers, retires, is laid off, applies and is granted a leave of absence, or otherwise terminates his/her employment from the

classifications listed in Appendix A prior to the completion of the full academic year, a reconciliation of the salary paid to that date and actual salary entitlement to that date based on one hundred and ninety-ninth (1/199) of the annual salary for each assigned day worked shall be conducted. Any monies owing shall be paid to the employee and any monies overpaid shall be recovered from the employee.

9.2.6 Regular full-time employees who, as a result of approved leaves of absence without pay, do not complete one hundred and ninety (199) assigned days in an academic year shall be subject to a reconciliation of the salary paid during the academic year and actual salary earned. Their salary cheque for the final month of the academic year shall be adjusted to compensate for the final amount owing.

9.3 Employees currently in the Collective Agreement with the following pay titles shall work a maximum of seven (7) hours or thirty-five (35) hour week and shall be known as

Group C Staff:

- a) General Service Worker
- b) Students Assistants

9.4 Rest Periods

All Group A and C employees shall have two (2) fifteen (15) minute rest periods per day.

9.5 Re-employment

9.5.1 Where a person is re-employed in the same or similar position, the rate of pay shall be at the same step in the range for the position as at the time of lay-off.

9.5.2 Where a laid off permanent employee is re-employed in a position lower in grade, the rate of pay shall be equivalent to the rate formerly received (if an identical rate exists in the new range), or the next higher rate (if an identical rate does not exist in the new range), or the maximum rate (if the rate in the former position

exceeds the maximum of the new range).

- 9.5.3 Where a laid off permanent employee is re-employed in a classification in which he/she previously held permanent status, the rate of pay shall not be less than the step previously held in that classification.

ARTICLE 10 PAY ADMINISTRATION

10.1 Pay Periods

- 10.1.1 Employees shall be paid on the 15th day and the 31st day of the month or the last full working day prior to the 15th or the 31st day of the month.

- 10.1.2 Every employee shall receive a statement, attached to each cheque, showing the gross amount, itemized deductions, and the net amount payable.

10.2 Overtime

- 10.2.1 All overtime shall be on a voluntary basis. All overtime performance must be authorized by the employee's immediate supervisor.

10.2.2 Group A & C Employees

- 10.2.2.1 Group A & C employees will receive time and one-half (1 1/2) for all hours worked in excess of normal hours on any one (1) regular work day. All work performed by office employees on days of rest shall be considered as overtime.

- 10.2.2.2 Group A & C employees required to work evenings overtime, beyond 9 p.m., shall, on request, have transportation provided to their place of residence.

- 10.2.2.3 Employees who receive a call-back to work from the Employer after leaving the place of work shall be paid for a minimum of two (2) hours at the applicable rate.

- 10.3 Management may require an employee to take time off at the appropriate overtime rate in lieu of payment for overtime worked. Overtime, if it is to be paid out, shall be paid out with the employees' regular pay.

10.4 Time off in lieu shall be taken at a time mutually agreeable to the employee and the out-of-scope supervisor. If time off in lieu cannot be taken within the ninety (90) days, and there has not been an agreement as to when the time can be taken off after the ninety (90) days of earning the time in lieu, then the employee may be paid at the rate the time was earned. An employee cannot accumulate more than the equivalent of one (1) of the employee's weeks of work as time in lieu.

10.5 Annual Increments

10.5.1 All Institute employees shall be entitled to annual (once yearly) within-grade step increments effective on the established increment date set out in Article 10.5.1.1, provided that the employee has been authorized and has reported for work a minimum of one hundred and eighty (180) occasions since his/her last increment adjustment. Where the employee has not been authorized and reported the equivalent of 180 occasions prior to his/her annual increment date, the increment date shall be adjusted to the first day of the month following the completion of the required 180 occasions worked.

10.5.1.1 Commencing on January 1, 2012, increment dates will be set as the first (1st) day of the month immediately following the employees initial start date with the Institute with no retro-activity. Exception being those employees who were included in the Memorandum of Agreement on Implementation of New Classification Plan signed December 11, 2006.

10.5.2 Increment dates shall not be altered except if the employee moves to a new classification. Upon this occurring the increment date shall change to the first (1st) of the month following appointment, an employee who fails the probationary period in the new position and reverts back to their original position will have the increment date revert as well.

10.5.3 **Long Service Increment**

Effective April 1, 2013, the Institute shall provide a Long Service Increment that will be effective after the completion of fifteen (15) years of service with the Institute.

10.6 Pay Allocation on Voluntary Demotion

10.6.1 Voluntary: If the rate of pay received in the previous position was more than the maximum rate of the new position, the new rate shall be the maximum of the new position

10.7 Severance Pay

10.7.1 An employee whose job has been abolished shall be entitled to severance pay on the basis of three (3) weeks per year of service. Pay will be calculated on the basis of the employee's rate of pay at the time of separation.

10.8 Temporary Performance of Higher Duties

10.8.1 Temporary Performance of Higher Duties occurs only by assignment and neither employee nor supervisors should assume it takes place without assignment. Where an employee is required by formal assignment to perform duties of a higher paid position, the rate of pay shall be determined by policy as set by the Board.

10.8.2 Remuneration shall be payable under this subsection for all time worked.

10.8.3 Temporary Performance of Higher Duties shall not exceed one hundred and thirty (130) working days. Extensions may be granted by agreement between the Institute and the Union.

10.8.4 Periods of temporary substitution shall not produce any change in increment dates and shall count for increment purposes. The rate in the higher class shall be adjusted based on increments in the lower range.

- 10.9 Hotel Accommodation, Travel and Sustenance
- 10.9.1 Actual and reasonable charges in accordance with the Institute Management Board Policy, supported by a receipt, where required.
- 10.9.2 Notwithstanding the above, an employee authorized away from her locale after 5:30 p.m. and having worked six (6) hours after 5:30 p.m. will be eligible for a dinner meal allowance. No allowance will be paid to employees on overtime rates, nor shall more than three (3) meals be claimed for in one (1) day.
- 10.10. Incidental Kilometre Expenses
- 10.10.1** The allowance payable to employees authorized on an incidental basis to use privately owned vehicles for Institute business is as follows:
1. Transportation
Car or 1/2 Ton: Subject to a minimum allowance of \$3.00 per day, \$1.50 per hour (pro-rated for shorter periods) for actual usage to a maximum of \$6.00 per day or **44.00 cents/km (46.00 cents/KM for travel north of the 54th parallel)**, whichever is the greater. **Such allowance is to be administered in accordance with GDI Policy 3.21 but shall not fall below the rates as noted above.**
- 10.11 Communities Where No Housing is Available
- 10.11.1 Employees required to travel to, or to work in, communities where no adequate housing is available shall be paid mileage from the nearest community in which housing is available to their place of work. Travel time will be considered working hours. Notwithstanding the seniority articles, a less senior person may be hired within the community where this clause would cause a financial hardship.
- 10.12 Northern Allowances
- For the term of this Agreement, all employees stationed in the employ of the Institute at headquarters as identified in Appendix B shall receive, in addition to their regular pay rates, the complete Northern

Allowance Benefits as indicated in Appendix B.

10.13 Caregiver Expenses

Employees who have been authorized to travel outside their own locale on Institute business and must be away from their own locale overnight, shall be entitled to claim for actual and reasonable costs incurred to obtain childcare for that period if no other member of the family is available to provide such care. The expenses under this provision are not intended as a reimbursement of caregiver expenses that the employee would have normally incurred had the employee been performing their normal work on that day, but are to help offset any extra caregiver costs incurred due to the travel. These provisions do not apply to Institute employees that are normally required to travel as part of their jobs.

ARTICLE 11 PROBATION

11.1 On Initial Employment

11.1.1 Every person covered in the scope of this Agreement shall be on a probationary basis for a period of six (6) months. For part-time employees, six (6) months will be considered the equivalent of one hundred (100) days of full-time consecutive service. Whenever possible, every employee shall receive one (1) evaluation during their probationary period.

11.1.2 At the outset and during their probationary period, employees will be advised of expectations regarding standards of performance. Employees will also be advised of shortcomings in order to correct deficiencies. Should the Employer decide to terminate the employee, the employee will be given the reasons, in writing, prior to their termination; an opportunity to respond and if necessary engage the grievance procedure contained in the Collective Agreement for their protection.

11.1.3 Since probation is the final step in the hiring process, employees will be informed by their supervisors in writing, not later than one (1) month after

commencement of employment, what performance requirements will be used for the rating. The performance requirements will be related both to the duties and responsibilities, and to the qualifications, skill, ability and experience.

- 11.1.4 Written performance assessment will be conducted for each probationary employee during the probation period. Performance assessments will be conducted at the four (4) month point. Performance assessments will be discussed with the employee and be signed by all parties involved to indicate awareness of the assessment and its recommendations. Employees will be advised, in writing, whether or not they have successfully completed the probation period. Upon completion of the probationary period, a current job description will be provided to the employee.
- 11.1.5 An employee who moves into a new or different position or classification shall serve the normal mandated probationary period for the new position, unless:
 - a) The duties of the new position are substantially the same as the position the employee is vacating.
 - b) The employee once successfully operated in the position within the preceding five (5) year period.
 - c) The employee has moved into the new position by bumping.
 - d) The move was involuntary.
- 11.1.5.1 An employee who fails to pass the mandated probation after changing positions shall revert to his/her former position or by mutual agreement of the employee and the employer, if there is a similar position vacant at the same wage, may move into that position.
- 11.1.6 An employee who has changed position or classification may, by mutual agreement, revert to his/her former position or move to a similar position.
- 11.1.7 The Institute may request in writing, an extension of the probationary period. The request must be provided to the union chair no later than two (2) weeks prior to the expiration of the mandated probationary period and

must be accompanied by the written reasoning for the extension, the length of any extension shall be a matter for negotiation and be for a maximum of an additional six (6) months or one hundred (100) assigned days

- 11.1.8 At any point during the initial mandated six (6) month probationary period, with valid reasoning, the Institute reserves the right to terminate employment.

ARTICLE 12 LAY-OFF

12.1 Notice of Lay-Off and/or Job Abolition or Change of Hours of Work

Employee's who are to be laid off or have their job abolished or if their hours of work are to be increased or decreased shall be given the notice as is available from the Labour Standards Act.

- 12.1.2 Employees shall be paid in lieu of notice if such notice is not given within Satellite program brokered by the Institute.

- 12.1.3 Notice of lay-off will be deemed to have been given if a definite term is stated at the commencement of the period of the employment.

12.2 Method of Lay-Off

12.2.1 Group A Staff (Office Staff)

In the event of lay-off, employees shall be laid off in the following order within the classification affected, and within the program affected;

- 1) In order, most junior to senior

12.2.2 Group B and C Staff

Employees shall be laid off in the following order within the classification affected and within the program affected:

- 1) In order, most junior to senior

12.3 Options on Job Abolition

Permanent employees who have had their jobs abolished may choose:

12.3.1

- a) To use their bargaining unit-wide seniority to bump into a vacant position own locale first, MN-S Area second conditional to the commute being within seventy-five (75) kilometers of the employee's residence provided; the employee has the qualifications, skill and ability to perform the work required and where required by an external governing body for purposes of programme accreditation; specific qualifications.
- b) The employee may use their bargaining unit wide seniority to bump a junior employee, if qualified, any locale.
- c) to go to a re-employment list established for each position for which they are qualified.
- d) to resign and thus be able to exercise rights to severance pay

12.3.1.1

Employees on initial probation who have been bumped shall have their names placed on a re-employment list for positions the same as or similar to the position held. In future hiring, such employees shall be given preference over outside applicants for same or similar positions in accordance with their length of service, for a period of thirty-six (36) months.

12.3.2

A permanent employee who intends to exercise his/her options under Article 12.3.1 or 12.3.1.1 shall notify the Executive Director within five (5) working days of the date of the notice of job abolishment. Employees who elect not to exercise their options under Article 12.3.1 or 12.3.1.1 shall be deemed to have elected option (d)

12.3.3 Career Assistance Options

Employees with three (3) or more years of service with the Institute, whose job has been abolished and who has elected to resign as per Article 12.3, may elect to access the Career Assistance Options available under this provision.

Employees affected by this provision and Article 12.3 are eligible for Career Assistance that shall not exceed a maximum value of \$5,000.00 and shall be calculated on the basis of \$1,000.00 for each two (2) years of service prorated for partial years.

Employees that elect to utilize this option must do so within six (6) months of their job being abolished.

ARTICLE 13 SENIORITY

13.1 Definition of Seniority

Seniority is defined as the total length of service in the bargaining unit, and shall be used in determining preference or priority for promotions, transfers, demotions, lay-offs and permanent reduction of the workforce except where specifically designated otherwise in this Collective Agreement. Seniority shall operate on a bargaining unit-wide basis. Seniority will not accrue while on the re-employment list.

13.2 All Employees Have Seniority

All employees within the scope of this Agreement shall have seniority after successful completion of their initial probation at which time such seniority will be retroactive to the date of employment.

13.3 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced, and the total length of service for each employee. An up-to-date seniority list shall be sent to the Union and posted annually by the Institute, no later than June 30th of each year.

13.4 Loss of Seniority

Seniority shall only be lost for the following reasons:

- a) dismissal for cause, and not reinstated.
- b) resignation in writing and not withdrawn within forty-eight (48) hours.
- c) appointment to an out-of-scope position for longer than eighteen (18) consecutive months, other than on T.P.H.D. Grandfathered to thirty six (36) months for employees who started on a TPHD prior to 2011
- d) continuous lay-off or interval of non-employment for a period in excess of thirty-six (36) months.

13.5

For seniority purposes, one hundred and eighty (180) assigned days shall be considered one (1) year for Group B employees

13.6

All employees within the scope of this agreement shall, after the successful completion of the mandated probationary period, be credited with seniority from the date of hire.

ARTICLE 14 VACATION LEAVE AND VACATION ALLOWANCE

With the exception of:

- a) Group B Staff who work on a one hundred and ninety nine (199) day year basis, vacation and vacation allowances shall consist of the following:

For the purposes of this Article, the vacation year shall be the fiscal year (April 1st to March 31st).

14.1

Employees shall be entitled to three (3) weeks annual vacation with pay after having worked for one (1) full year. If the employee has worked less than one (1) full year, he/she shall be entitled to one point two five (1.25) days vacation for every month worked.

- 14.1.1 Permanent full-time employees with five (5) years service with the Institute shall be entitled to four (4) weeks of annual vacation with pay in each subsequent year of employment.
- 14.1.2.1 Permanent full-time employees with ten (10) or more years of service with the Institute shall be entitled to five (5) weeks vacation with pay.
- 14.1.3 Permanent full-time employees with fifteen (15) or more years of service with the Institute shall be entitled to six (6) weeks vacation with pay.
- 14.1.4 Regular Days Off (RDO's) shall not be considered a vacation day.
- 14.2 Employees shall be entitled to take vacation leave with pay annually.
- 14.2.1 An employee shall be entitled to carry over any unused vacation entitlement from vacation year to vacation year to a maximum of five (5) days. Additional amounts may be carried over with the approval of the Executive Director or designate. Such requests and the Executive Director's response shall be in writing. Any payout which may result shall be at the employee's rate when earned.
- 14.2.2 Employees who have not completed one half (1/2) of the mandated probationary period shall earn vacation leave at the prescribed level set out in the agreement but not be able to access the accrued time or pay until completion of the mandated six (6) month or one hundred (100) assigned days and then only to the amount that has been earned..
- 14.2.3 The month in which the employee commences employment shall be pro-rated for the purposes of vacation accumulation.
- 14.2.4 All employees who work less than full-time, year round, shall earn a vacation allowance on the appropriate pro-rata basis.

- 14.2.5 When any holiday(s) designated in Article 15 falls within an employee's annual vacation, an additional day(s) vacation will be granted
- 14.2.6 When an employee qualifies for sick leave or long term disability, bereavement, or any other approved leave during his/her vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall, by mutual agreement between the Employer and the employee, be either added to the vacation period or reinstated for use at a later date. Substantiation of all claims for deferred vacation must be provided, if requested.
- 14.2.7 No employee shall be required to work during his scheduled vacation. Should an employee agree to work, when requested, the period so displaced shall, at the employee's option, either be added to the vacation period or reinstated for use at a later date at a time mutually agreed upon.
- 14.2.8 An employee shall be entitled to receive her/his vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the out-of-scope supervisor. **Conflict between employees in scheduling vacation shall be resolved on the basis of seniority.****
- 14.2.9 An employee who leaves the service of the Institute shall be paid in lieu of earned vacation leave which has not been used.
- 14.2.10 In the event of death of an employee, any amount due under this Article shall be paid to the estate.
- 14.2.11 In addition to any vacation earned up to March 31st of the preceding fiscal year, an employee leaving the Institute on superannuation shall be entitled to full vacation leave or pay in lieu in the fiscal year of retirement.
- 14.2.12 In calculating the number of completed months of service an employee has, for the purposes of receiving pay in lieu, twenty (20) days worked shall constitute a month of service. A regular day off shall count as a day of service.

- 14.2.13 Employees who receive vacation allowance on each semi-monthly pay shall be granted time off without pay at levels outlined in 14.1, 14.1.1, 14.1.2, and 14.1.3.
- 14.3 Group B Staff who works a one hundred and ninety--nine (199) day year shall be entitled, in each school year, to a minimum of six (6) consecutive weeks of unassigned days, unless a waiver form has been signed.

ARTICLE 15 DESIGNATED HOLIDAYS

15.1 Holiday List

Except for Group B staff, which are outlined in Article 9.2.3., leave of absence with pay shall be allowed for: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, the first Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Louis Riel Memorial Day, Christmas Day, Boxing Day, as well as any other day proclaimed a holiday by the federal or provincial governments, or the Métis provincial or national governments.

15.2 Falling on Days of Rest

If any of the holidays listed in Article 15.1 falls on a Saturday or Sunday and is not proclaimed as being observed on some other days, it shall normally be observed on the first working day(s) following the weekend.

15.3 Working on a Holiday

15.3.1 In addition to the payment provided in Article 15.1 an employee who is required to work on a designated holiday shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay plus an additional day off with pay at a time to be mutually agreed between the employee and the out-of-scope supervisor.

15.3.2 In addition to the payment provided in Article 15.1 and 15.3.1 an employee who is authorized to perform overtime work on a designated holiday shall be paid at

a rate of two (2) times his/her regular pay for each hour in excess of normal hours which he/she works.

ARTICLE 16 SICK LEAVE

- 16.1 Sick leave, for purposes of this Section, means that period of time an employee is absent from work with full pay by virtue of being sick or disabled or under examination or treatment of a physician, chiropractor or dentist because of an accident or illness for which compensation is not payable elsewhere in the Agreement. Sick leave can be used by an employee to make arrangements for the care of an ill dependent. Such time for arranging care shall not normally exceed one (1) day.
- 16.2 Employees earn sick leave credits as follows: twenty (20) days sick leave per year at the rate of one point six seven (1.67) day per month of employment.
- 16.3 The unused portion of an employee's **personal** sick leave shall accumulate from year to year to a maximum of one hundred and twenty-five (125) days.
- 16.4 A deduction shall be made for accumulated sick leave of all normal working days (exclusive of RDO's, Workers' Compensation and designated holidays) absent for sick leave. An employee shall inform the supervisor normally before starting time or as soon as possible of the need to be absent. Less than full-time employees with sick leave credits shall be paid only for those days on which they would have worked.
- 16.5 GDI may request an employee who has or has requested access to three (3) or more successive sick days to produce a medical certificate. When GDI requires an employee to produce a medical certificate, GDI shall pay for it.
- 16.6 Any employee who becomes sick and does not have sufficient sick days accumulated shall be advanced up to five (5) days Sick Leave. These days shall be deducted from future accumulation. In the event that an employee terminates or is terminated by the employer, any advanced sick leave days may be deducted from their final pay period.

16.7 Employees on sick leave, including those on Long Term sick leave or in receipt of long term disability benefits shall continue to accrue seniority.

16.8 Payments - Third Party Liability

16.8.1 If an employee meets with an accident under circumstances entitling him to recover damages from a third party, the Institute, instead of paying benefits under this plan, may authorize payments to such employee to be repaid out of the damages, if any, recovered, by the employee, from the third party.

16.9 Employees who are injured or ill will be accommodated in a return to work in accordance with the Employers Return to Work Policy and applicable legislation.

ARTICLE 17 EMPLOYEE BENEFITS

17.1 Employee benefits shall be the existing Employee Benefits Plans.

The parties shall establish a Joint Management Committee consisting of two (2) representatives of the Employer and two (2) representatives of the Union. The Employer shall contact the Committee members and set the dates, time and location of the meetings. This Committee shall meet a minimum of twice a year at no cost to the employee or the Union.

- to evaluate and review the existing pension and benefits.
- to recommend to the Employer changes to the pension and benefits.
- to seek improvements in the effectiveness of the pension and benefit plans.

The Joint Committee shall exist for the term of the Collective Agreement. Areas of dispute at the conclusion of the term of the Collective Agreement may be referred to negotiations at the request of either of the parties.

17.2 Effective January 1, 2012 pension plan premiums shall be 7.5% by the Employer and the employees.

ARTICLE 18 LEAVES OF ABSENCE

18.1 General Leave

18.1.1 Either definite or indefinite leave of absence without pay may, for valid reasons, be granted to any employee by the Executive Director. The employee's request and the Executive Director's response shall be in writing. Employees on indefinite leave of absence shall be required to apply for extensions annually giving proof that the original conditions under which the leave was granted still prevail. Definite leave is leave of a specified duration. Indefinite leave is leave of an unspecified duration.

18.1.2 An employee returning from definite leave of absence without pay shall be reinstated in the position held prior to going on leave, if the position still exists.

18.1.3 An employee returning from indefinite leave of absence, without pay, may have her/his name placed on a re-employment list, by application, in writing, to the Executive Director.

18.1.4 For a General Leave of up to thirty (30) consecutive calendar days, employees shall be entitled to earn all benefits except designated holidays.

18.1.5 For a General Leave of more than thirty (30) and up to ninety (90) consecutive calendar days, employees shall be entitled to earn only sick leave credits and increment benefits.

18.1.6 For a General Leave of more than ninety (90) consecutive calendar days, employees shall be entitled to earn increment benefits only, as outlined in Article 10.5.

18.2 Pressing Necessity and Bereavement Leave

18.2.1 Pressing necessity and bereavement leave shall be considered definite leave. **Employees shall be allowed leave of absence with pay and without loss of seniority and benefits in cases of leave under this Article. Requests for any days that may be**

required, if reasonable, shall be deducted from the employees sick leave credits. In an instance where an employee does not have enough sick leave credits, advancement of three (3) days of sick leave will be provided to the employee in accordance with the maximums allowable in Article 16.6.

Leave granted under this Article shall be granted in keeping with the following:

- a) **Pressing Necessity** is defined as an absence from work in order for the employee to deal with an unforeseen, unusual or emergency situation which normally involves the health or safety of the employee or their immediate family. Employees may access up to three (3) days sick leave for Pressing Necessity.
- b) **Bereavement** is an absence from work due to death in the employees immediate or extended family. Bereavement leave covers only scheduled work days.
 - **Immediate family** is defined as the employees: spouse; common law partner; son; son-in-law; daughter; daughter-in-law; father; father-in-law; mother; mother-in-law; brother; sister; grandparent or grandchild.
 - **Extended family** is defined as the employees: aunt; uncle; niece; nephew; brother-in-law; sister-in-law; first cousin and those others significant to the employee.

18.3 Union Business Leave

18.3.1 Members of the Union attending Union business shall be granted a leave of absence (subject to reimbursement in accordance with Article 18.3) provided:

- a) The employee is authorized by the Union, in writing, to request such leave;
- b) The employee requests, in writing, leave for Union business as authorized by the Union. Oral notice is acceptable in unusual circumstances.
- c) The request for Union leave is made on such form or forms as agreed by the parties from time to time;
- d) It shall not unreasonably interfere with the operations of the Employer and it shall not be unreasonably withheld.
- e) The Union agrees to provide a minimum of forty-eight (48) hours notice of requests for Union leave, except in unusual circumstances.

18.3.2 SGEU will reimburse the Institute for the full cost of such salary and benefits for each member on Union leave.

18.3.3 Employees while on leave for Union business shall have the right to return to their jobs on reasonable notice to their out-of-scope supervisor, prior to the expiration date of the approved leave, provided that such return will not result in additional expenditures.

18.4 Educational Leave

18.4.1 The Institute is committed to staff development programs subject to available resources. A Committee will be formed consisting of two (2) persons appointed by the Union and two (2) persons appointed by the Institute to develop a policy for educational leave and financial support and benefits related thereto. The policy developed by this Committee shall be viewed as a recommendation only to the Institute's Management Board and shall not be automatically binding upon the Institute. The Institute shall administer the policy.

18.5 Exchange Leave/Secondment

18.5.1 An employee may apply to his Supervisor for an Exchange Leave/Secondment subject to the following provisions:

1. an Exchange Leave or secondment shall be for the purpose of enabling an employee to teach or to provide technical services at another institution or in industry either in Canada or elsewhere. During a secondment, the institution or industrial organization at which the employee is appointed shall be expected to reimburse the Employer for the employee's full remuneration. During an Exchange Leave this employer shall continue to reimburse its own employee at their regular rate of remuneration. The employee from the outside institution or industry shall continue to be paid by their employer. The qualifications and experience of the incoming exchange employee shall be acceptable to this Employer.
2. an exchange or secondment may be granted or renewed for a period of up to two (2) years.

18.6 Maternity, Paternity, Adoption and Guardianship Leave

18.6.1 An employee who makes application for leave at least one (1) month in advance of the requested commencement date, except where unavoidable circumstances prevent such notice, and provides the immediate Supervisor with a medical certificate or adoption order certifying that the employee is pregnant or about to adopt and specifying the expected date of confinement or adoption is entitled to and shall be granted maternity, **paternal/legal guardianship or** adoption leave without pay.

This leave will consist of any period of up to twelve (12) months in any combination before, or after the birth or adoption of the child. Where a doctor's certificate is provided stating that a longer period of maternity, **paternal/legal guardianship or** adoption leave is required, an extension of up to twelve (12)

additional months shall be allowed. Additional periods of leave may be allowed in circumstances of maternity, **paternal/legal guardianship or** adoption, at the discretion of the Institute.

In the event of medical complications arising out of pregnancy such that the employee is unable to return to work at the expiry of an approved leave of absence, the employee will receive payment of normal salary from accumulated sick leave credits.

Employees who become legal guardians shall be entitled to all the benefits of this Article.

The Institute shall not dismiss or lay-off an employee solely because the employee is pregnant or has applied for leave in accordance with this Article.

While on the above leave(s) an employee shall accumulate seniority for the days the employee would normally have been employed, accumulate service toward increments and accumulate all other benefits.

Subject to the qualifying provisions of the benefit plans, an employee on leave under this Article may elect to maintain pension and insurance benefits for the period in which they would normally have been employed by paying the employee's share of the premium. Upon payment of premiums by the employee, the Institute shall contribute the Employer's share.

When an employee elects to return to work prior to the expiration of leave granted under this Article, fifteen (15) days notice in writing, shall be provided to the Employer. The employee on such leave will be allowed to return early from leave, providing the Employer would not be obliged to pay two (2) individuals for the same position. Upon return, the employee shall be placed in the employee's former position or equivalent.

18.6.2

Maternity Leave Allowance

Prior to commencement of a maternity leave as specified in the Collective Agreement, an employee

shall choose either Option A or Option B below:

Option A: An employee on maternity leave and in receipt of Unemployment Insurance benefits or serving the two (2) week waiting period and who is unable to work for health-related reasons due to pregnancy, delivery, and post-delivery, as determined by medical documentation provided by her doctor, shall be entitled to a Maternity Leave allowance in accordance with the following provisions:

- a) for the first two (2) weeks an employee shall receive her weekly rate of pay;
- b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the Unemployment Insurance benefits the employee is eligible to receive and her weekly rate of pay;
- c) all other time as may be provided under this Article shall be on a leave without pay basis.
- d) the Employer will pay its usual share of benefit premiums on behalf of the employee during her health-related absence, in the same way the Employer pays benefit premiums for an employee in receipt of sick leave credits.

Option B: An employee on maternity leave may access her sick leave credits for the health-related portion of the maternity leave as determined by medical documentation provided by her doctor. The Employer will pay its usual share of benefit premiums on behalf of the employee during her health-related absence, in the same way the Employer

pays benefit premiums for an employee in receipt of sick leave credits.

Employees who do not have enough sick leave credits to provide this benefit will be advanced sick leave credits to a maximum of fifteen (15) days.

18.6.3 Jury Duty

An employee shall be granted leave of absence with pay for all absences resulting from or associated with being summoned to serve on a jury or being subpoenaed as a witness in civil or criminal proceedings. If required by the Supervisor, the employee shall produce a summons or subpoena or submit other evidence as will show the necessity of attendance at court. In all cases of absence, the employee will assign any fees received to the Employer.

18.6.4 Leave for Public Office

The Employer may grant, on written request, a definite leave of absence without pay for a period of up to one (1) year to any permanent employee to seek election in a Métis Nation of Saskatchewan, Métis National Council, municipal, provincial or federal election.

The Employer may grant an indefinite leave, for the term of office, to any permanent employee elected to public office as set out above within the parameters set out in the Collective Bargaining Agreement at Article 18.1.

18.7 Deferred Salary Leave Plan

18.7.1 Definitions

The following words and terms, whenever used herein, shall for the purpose thereof, unless the context requires otherwise, have the meaning set forth below, despite any definitions that conflict therewith in any other document.

- a) **Deferred Amount:**
means the portion of the Normal Gross Pay which is retained by the Institute for the Participant in each year in accordance with this Plan.
- b) **Deferral Period:**
means the period during which compensation is deferred in accordance with the provisions of the Plan.
- c) **Eligible Employee:**
means a permanent employee who has been employed by the Institute on a continuous full time basis for a period of at least two (2) years.
- d) **Leave of Absence:**
means the period of time an employee will be receiving deferred salary. The Leave of Absence will be no less than six (6) consecutive months unless it is for full time attendance at a designated educational institution in which case the leave of absence will be no less than three (3) months and no greater than twelve (12) consecutive months. Leave shall begin on the first of the month.
- e) **Normal Gross Pay:**
means the regular salary paid to the employee, including any applicable retroactive salary, but excluding overtime and any other special payments.
- f) **Plan:**
means the Deferred Salary Leave Plan as described in this instrument.
- g) **Prevailing Pay:**
means the Normal Gross Pay less the Deferred Amount.
- H) **Regulations:**
Deferred salary leave plans (DSLPL) fall under section 248(1) of the income tax act and paragraph 6801 (a) of the income tax regulations

18.7.1.1

The Gabriel Dumont Institute deferred Salary Leave Plan is designed to assist the employee in financing a

leave of absence, for any reason, subject to the approval of the employer.

18.7.1.2 During the approval process issues such as timing, length and general purpose of the leave and future workplace operational requirements will be reviewed.

18.7.2 Funding for Leave of Absence

18.7.2.1 During each year prior to the agreed upon Leave of Absence, the employee will receive, for a maximum of six (6) years, the applicable Prevailing Pay as determined for the particular year by the Memorandum of Agreement.

18.7.2.2 In no case shall the Deferred Amount be less than ten percent (10%) nor greater than 33 1/3% of the employees Normal Gross Pay in any calendar year.

18.7.2.3 The Institute shall pay all the interest accrued on the Deferred Amount during the calendar year to the employee on:

- a) The last day of the calendar year during the Deferral Period; and
- b) The last day of the Leave of Absence; or
- c) The day that participation in the Plan ceases due to withdrawal from the Plan or upon the death of the employee.

18.7.3 Taking Leave of Absence

18.7.3.1 When the employee returns, he/she shall return to his/her pre leave position wage and progression step.

18.7.3.2 During the Leave of Absence, the employee will receive payment monthly through automatic bank deposit to the employee's account. All of the Deferred Amount shall be paid no later than the end of the first calendar year that commences after the last calendar year of deferral.

18.7.3.3. The periodic amounts to be paid to the employee during the Leave of Absence shall be proportionate to

the monies retained by the Institute and the duration of the Leave of Absence less the appropriate deductions.

18.7.3.4 The Leave of Absence shall commence immediately following the Deferral Period.

18.7.3.5 During the Deferral Period:

Pensionable service and pension accruals shall conform to the provisions of the appropriate pension plan and will include prescribed compensation as permitted and described in the Income Tax Act and Regulations.

18.7.4 Applications

18.7.4.1 An employee wishing to participate in the DSLP shall submit a request to the immediate out-of-scope supervisor between September 1 and October 31 of the year preceding the calendar year in which the employee wishes to commence participation in the DSLP.

18.7.5 Withdrawal from the Plan

18.7.5.1 An employee participating in the plan must be terminated upon:

- 1) ceasing to be an employee of the Institute;
- 2) continuous lay-off exceeding thirty-six (36) months;
- 3) having been a recipient of long-term disability benefits for more than three (3) years;
- 4) failure to take the Leave of Absence; or
- 5) death.

18.7.5.2 In the event of termination from the Plan as prescribed above in Article 18.7.5, the Institute shall pay to the employee, or the beneficiary as applicable, the Deferred Amount and all accrued interest no later than three (3) months following date of termination with the Plan.

18.7.5.3 In cases of extreme financial hardship, the employee may withdraw from the Plan. In the event of such withdrawal, the Deferred Amount and all accrued interest shall be paid to the employee within three (3) months.

18.7.6 Suspension from Participation in the Plan

Upon written notice to the Institute, an employee may suspend participation in the Plan Institute in the following events:

- 1) upon taking an unpaid leave of absence, or
- 2) becoming a recipient of long-term disability benefits.

18.7.6.1 Should the cause for suspending participation cease to exist, the employee shall be reinstated upon returning to active employment.

18.7.6.2 Any suspension of participation shall not extend the Deferral Period beyond six (6) years.

18.7.7 Deferred Amounts

18.7.7.1 The Institute unconditionally guarantees payment of the Deferred Amount.

18.7.7.2 The Deferred Amount shall be invested by the Institute.

18.7.7.3 Deferred amounts will be invested in a savings account or flexible GIC account. Investments will be monitored by the committee set up to supervise the Deferred Salary leave Plan

18.7.7.4 Payroll shall maintain an individual account for the Deferred Amount and accrued interest of each employee in the Plan.

18.7.8 General Provisions

18.7.8.1 The Plan shall not constitute a contract of employment between an employee and the Institute.

18.7.8.2 Interest credited to a Participant's Deferred Amount under the provisions of this Plan will be considered as employment income for purposes of the Income Tax Act and will be reported on the Participant's T4 supplementary and shall be subject to tax withholdings.

SALARY AND BENEFITS DETAILS		
ITEM	DURING DEFERRAL PERIOD	DURING LEAVE PERIOD
1. Prevailing Pay	as defined in 18.7.1	N.A.
2. Deferred Amount	As per Memorandum of Agreement	as defined in 18.7.1
3. Income Tax	Calculated on the Prevailing Pay.	Calculated on the periodic amounts paid to the employee during the leave of absence consistent with article 18.7.3.5 and based on then current rates
4. CPP	Calculated on the Prevailing Pay; applicable Institute contributions to continue.	Calculated on the periodic amounts paid to the employee during the leave of absence consistent with article 18.7.3.5 and based on then current rates
5. EI	Calculated on the Normal Gross Pay; applicable Institute contributions to continue.	No premiums payable, therefore there is no benefit entitlement until working the minimum requirements upon return from Leave of Absence.
6. Pension Plan	both the Institute and participant's contributions calculated on the Prevailing Pay	both the Institute and participant's contributions calculated on the Deferred Amount paid over the Leave of Absence

7. Long Term Disability	benefits and participant's premiums calculated on the Prevailing Pay	benefits and participant's premiums calculated on the Deferred Amount paid over the Leave of Absence at the then current premium rates
8. Dental / Extended Health Plans	coverage continues; Institute pays premiums	coverage continues; Institute pays premiums
9. Group Life Insurance	coverage and both Institute and participant's premiums calculated on the Prevailing Pay	coverage and both Institute and participant's premiums calculated on the Deferred Amount paid over the Leave of Absence
10. Union Dues	calculated on the Prevailing Pay	calculated on the Deferred Amount paid over the Leave of Absence
11. Other Deductions	To be deducted as usual	Same as deferral period
12. Interest	as per 18.7.8.2, paid to participant on the last day of the calendar year during the Deferral Period	as per 18.7.8.2, paid to participant on the last day of the Leave of Absence

18.8

Compassionate Leave

Employees will be granted a leave of absence without pay in the event of an illness or injury in the employee's family and the employee has a responsibility to care for the affected family member. Such leave shall not exceed twelve (12) weeks.

ARTICLE 19 DISCIPLINE, SUSPENSION AND DISMISSAL

19.1

The Institute has the right to discipline employees who, through their actions or omissions, violate Institute standards. However, discipline is expected to be corrective rather than punitive. In all cases the discipline imposed will be reasonable in relation to the offence committed. In all cases of discipline, the immediate supervisor shall inform an employee prior to commencement of any meeting involving disciplinary action. The employee has the right to Union representation.

In all cases the details of the alleged infraction shall be kept confidential.

19.2 Progressive Discipline

19.2.1 In order for discipline to be corrective it shall be progressive with stronger penalties for repeated offences.

19.2.2 Verbal reprimands shall take place in private. The employees shall be informed of the rule that was violated, the corrective behaviour that is required, and the consequences of further infractions.

19.2.3 Written reprimands shall be in the form of a letter to the employee with a copy to the Union.

19.2.4 In the case of suspensions, the employee and the Union must be given notice of the suspension and the reasons for it in writing. A suspension shall not be in effect until the employee receives written notice of suspension.

19.2.5 Except in cases of dismissal under Article 19.2.6, notice, in writing, shall be given to all employees whose services are to be determined, the class in which he/she holds permanent status, provided that if such notice is not given, shall be paid in lieu of such notice. This payment shall be in addition to the payment in lieu of earned vacation leave.

19.2.6 Under exceptional circumstances, the Institute may abandon the progressive approach to discipline and impose an advanced penalty for a first (1st) offence. An exceptional circumstance may include, but not necessarily be limited to, an incident of gross insubordination, fighting, sexual harassment, or theft.

19.3 Burden of Proof

a) In cases of reprimand, suspensions and dismissals, the burden of appropriate proof shall rest with the Institute. When the Institute is taking disciplinary action under Article 19.2.6 this must be indicated in the reprimand, suspension or dismissal notification, and the reasons for not following progressive discipline stated.

- b) Normally evidence shall be limited to the grounds in the suspension or dismissal notice. Should further information be discovered they will be incorporated into the original letter.
- c) An Institute employee shall not be immune from future Progressive Discipline due solely to the fact that he/she had grieved an earlier Discipline and such grievance was unresolved by the time the secondary Progressive Discipline was performed. In these cases, a subsequent grievance cannot allege a failure to follow the procedural steps set out in Article 19.**

19.4 Job Abandonment

An employee who is absent without approved leave from work shall, after three (3) consecutive work days of such unauthorized absence., be considered to have abandoned their position and will be deemed to have resigned, unless it can be shown by the employee/union that special circumstances existed that prevented the employee from reporting to their place of work.

ARTICLE 20 DISPUTE RESOLUTION

All in-scope employees have a responsibility to raise issues with their Supervisors or co-workers with a view to resolving them. At all stages of the following dispute resolution mechanism process, employees and Managers are expected to work toward resolving the issues raised.

If an employee feels that the Institute has exercised its rights and responsibilities with regards to the terms and conditions of work, in a manner that is unfair, arbitrary or discriminatory, the employee has the responsibility to raise, within a reasonable time period, the issue with his/her immediate supervisor, with the express purpose of resolving the issue by informal discussions.

If the Institute feels that an employee has exercised his/her rights and responsibilities with regards to the terms and conditions of work, in a manner that is unfair, arbitrary or discriminatory, the Institute has the responsibility to raise the issue, within a reasonable time period, the issue with the express purpose of resolving the issue by informal discussions.

20.1 Procedure

Step 1: The grievance shall be submitted in writing by the aggrieved and/or by the Union on behalf of the aggrieved to the immediate out-of- scope supervisor, who shall convey a decision in writing within seven (7) calendar days of receipt. In all instances, a copy of the grievance shall be submitted concurrently to the Director, the Human Resources Director and to the Agreement Administration Advisor of the Union.

Step 2: If a satisfactory settlement cannot be effected at Step 1, the Union must submit, within fourteen (14) calendar days of receipt of reply at Step 1, the grievance to the Executive Director, copied to the Human Resources Director. The Executive Director will convey a decision, in writing, within fourteen (14) calendar days of receipt of the grievance at Step 2.

Step 3: If a satisfactory settlement cannot be effected at Step 2 the Union may, within seven (7) calendar days of receipt of the decision at Step 2 apply for mediation as provided by the Ministry of Labour. If mediation is applied for, both parties agree to participate in the process unless the parties agree otherwise.

Step 4: If a satisfactory settlement cannot be effected at Step 3 the Union may, within seven (7) calendar days of the completion of the mediation process apply for Arbitration.

20.1.1 The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees and to seek adjustment with the Institute in the manner provided in the grievance procedure. Such a grievance shall commence at Step 2.

20.1.2 The Institute and its representatives shall have the right to originate a grievance against the Union for violation of this Agreement according to the grievance procedure set out in the Agreement. Such a grievance shall commence at Step 2.

20.1.3 The Institute will allow leave for up to two (2) employees without loss of pay and benefits and agrees to pay necessary expenses for those persons required to travel away from work locations to be involved in meetings convened by the Employer to discuss such grievances. No Institute offices will be closed in giving

effect to this Article.

20.1.4 The Parties to this agreement desire that all grievances and arbitrations be expedited in a timely fashion.

20.2 Arbitration

20.2.1 Appointment of an Arbitrator

20.2.2 When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing to the other party of the Agreement. The name of the individual requested to serve as Arbitrator by the applicant, for the matter shall be included.

20.2.3 Within ten (10) working days of receiving the request/notice, the party receiving the request/notice shall furnish the name of an alternate or agree to the proposed Arbitrator. If no Arbitrator is agreed to, the Minister of Labour shall be requested to make such an appointment.

20.2.4 The Arbitrator selected shall set a date, time and place for a hearing of the grievance. The parties will endeavour to have the hearing within three (3) months from the date that the Arbitrator is selected whenever possible.

20.2.5 The Arbitrator shall determine their own procedure, but shall give full opportunity to all parties involved to present evidence and make representations. The Arbitrator shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedure.

20.2.6 In the event that an employee is called as a witness before the Arbitrator convened under Article 20.2, the Institute shall grant leave and the parties agree that expenses shall be paid as follows:

a) If called by the Institute, leave without loss of pay and expenses paid by the Institute.

b) If called by the Union, leave without loss of pay and expenses paid by the Union.

- c) If called by the Arbitrator, the parties shall share the costs of leave without loss of pay and expenses.

20.2.7 Decision of the Arbitrator

20.2.8 The decision of the Arbitrator shall be final, binding and enforceable on all parties involved.

20.2.9 The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. Subject to the foregoing, the Arbitrator shall have the power to dispose of the grievance by any arrangement they deem.

20.2.10 Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene to provide clarification of the decision rendered.

20.2.11 Expense of the Arbitrator

All fees and expenses of the Arbitrator and any other common expenses, shall be shared equally by both parties.

20.3 Implications for the Personnel Policies Manual

If an issue related to the terms and conditions of employment is identified and resolved by the dispute resolution mechanism at any stage and is found to contradict or be inconsistent with the Personnel Policies Manual, of if both parties agree that an amendment to the policies is necessary, then a joint written recommendation to amend the policies accordingly will go forward to the next Institute Management Board meeting for execution and subsequent policy amendment.

ARTICLE 21 PRESENT CONDITIONS AND BENEFITS

21.1 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be

invalidated.

21.2 All benefits of this Agreement shall, unless otherwise specified, accrue on a prorata basis to employees who work less than full-time. Part-time employees, who work less than fifteen (15) hours per week, are not eligible to join the Institute's benefit plan. Part-time employees, who work between fifteen (15) and thirty (30) hours a week will receive 50% of the benefits provided to comparable full-time employees. Part-time employees will receive benefits if:

- 1) they have been continuously employed for twenty-six (26) weeks and have worked three hundred and ninety (390) hours in that period;
- 2) after the qualifying period, they work at least seven hundred and eighty (780) hours in each calendar year;
- 3) full-time employees who work in comparable positions received some or all of the dental plan, group life, accidental death/dismemberment plan and prescription drug plan (i.e. part-time managerial employees are compared to full-time managerial employees; part-time non-management workers are compared to full-time non-management workers);
- 4) they are not full-time students.

21.3 Effective April 1, 2008, benefits of this agreement apply to sessional employees on the following basis.

21.3.1 Sessional employees may be eligible to receive a Health Account. Health Accounts are used to reimburse health, dental, and vision-care expenses to the sessional employee and their eligible family members.

The Employer will contribute up to \$500 per year for each eligible sessional employee.

Eligibility is determined over a one calendar year period and requires a total of twelve (12) credit units of teaching during this period.

Continued eligibility for a yearly Health Account requires appointments totalling six (6) credit units over a one (1) calendar year period. Where this is not met, sessional employees will be required to re-qualify for the Health Account according to the eligibility criteria.

If there is a credit remaining in a sessional employee's Health Account at the end of the year it may not be carried forward to the following year.

21.3.2 Eligible sessional employees shall receive a payment in the amount of six percent (6%) of their current sessional lecturer earnings, in lieu of pension, to be invested at the member's discretion.

Eligibility is determined over a one (1) calendar year period and requires a total of twelve (12) credit units of teaching during this period.

Earnings from other non-sessional employment will be excluded from eligibility determination.

Continued eligibility for the six percent (6) payment in lieu of pension requires appointments totalling 6 credit units over a one calendar year period. Where this is not met, sessional employees will be required to re-qualify according to the eligibility criteria.

ARTICLE 22 COPIES OF THE AGREEMENT

22.1 The Institute and the Union shall share printing costs of sufficient copies of Agreement at a mutually agreed upon shop.

ARTICLE 23 UNION MANAGEMENT COMMITTEES

23.1 Joint Committee

At either party's request, a Joint Committee shall be set up to deal with such matters of mutual concern as may arise from time to time.

23.2 Composition of Committee

The Committee shall be composed of an equal number of representatives of at least two (2) from each of the parties.

23.3 Meetings as Required

The Committee shall meet as and when required upon request of either party, within fourteen (14) days.

23.4 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matters of collective bargaining, including the administration of this Collective Agreement.

23.5 Meetings Alternately Chaired

The meetings shall be alternately chaired by the Employer and the Union.

ARTICLER 24 SAFETY AND HEALTH

24.1 The Institute shall make provision for the safety and health of Institute employees during hours of work.

24.2 The Institute will comply with the provisions of the Occupational Health and Safety Act and Regulations.

24.3 Adequate first aid supplies (based on Workers Compensation Board recommendations) shall be provided at all Institute work sites.

24.4 Survival Kits

The Institute will supply winter survival kits acceptable to the Saskatchewan Safety Council for use by an employee at all Institute work sites when the employee is required to travel outside their own locale on Institute business. The Institute will replenish the survival kits as required.

ARTICLE 25 DURATION OF AGREEMENT

- 25.1 This Agreement shall be binding and remain in effect from **April 1, 2013 to March 31, 2016** and shall continue from year to year thereafter unless either party gives to the other party notice in writing to negotiate amendments at least thirty (30) days prior to the anniversary date.
- 25.2 Any changes deemed necessary in this Agreement may be made by mutual agreement by the parties to this Agreement at any time during the existence of this Agreement.
- 25.3 Both parties shall adhere to the terms of this Agreement during collective bargaining. If negotiations extend beyond the termination of the Agreement, the retroactivity of terms as mutually agreed upon shall be negotiable.

IN WITNESS WHEREOF, the parties hereto on the _____ day of _____ 2013 caused these presents to be executed effective the April 1, 2013, except where indicated.

In the presence of:

**Signed on Behalf of Gabriel Dumont
Institute of Native Studies and
Applied Research, represented by:**

**Geordy McCaffrey, Executive
Director**

**Jim Edmondson, Director, Human
Resources**

In the presence of:

Viola Bell, GDI Board of Governors

**Signed on Behalf of Saskatchewan
Government and General
Employees' Union, represented by:**

Russell Fayant, Chairperson

Sheena Yew, Committee Member

Kathy Mahussier, AAA, SGEU

GABRIEL DUMONT INSTITUTE

RANGE AND STEP INFORMATION (AS PER THE EXISTING GDI RANGES)

CLASSIFICATION

FACULTY 1

- This range is for employees who are brought on staff to teach, who have a two (2) year post-secondary diploma.

FACULTY 2

- This range is for employees who are brought on staff to teach, who have a four (4) year degree.

FACULTY 3

- This range is for employees who are brought on staff to teach, who have a post graduate degree.

RESEARCH OFFICER 1, 2, 3

- Same rules as Faculty 1, 2, 3

COUNSELLORS 1, 2, 3

- Same rules as Faculty 1, 2, 3

LIBRARIAN

- Degreed Librarian

CURRICULUM DEVELOPERS 1, 2, 3

- Same as Faculty 1, 2, 3

**Gabriel Dumont Institute
Salary Grid**

Effective: April 1, 2013

(Adjusted for 2% increase as per approved MOA)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Long Service
<u>GROUP A STAFF</u>									
Admin. Assistant Pay Band 4	\$41,120	\$42,765	\$44,476	\$46,255	\$48,105	\$50,029	\$52,030	\$54,111	\$56,276
Admin. Assistant Pay Band 3	\$36,815	\$38,287	\$39,819	\$41,412	\$43,068	\$44,791	\$46,583	\$48,446	\$50,384
Admin. Assistant Pay Band 2	\$32,524	\$33,825	\$35,178	\$36,585	\$38,048	\$39,570	\$41,153	\$42,799	\$44,511
Admin. Assistant Pay Band 1	\$28,216	\$29,345	\$30,519	\$31,739	\$33,009	\$34,329	\$35,703	\$37,131	\$38,616
Accounting Clerk Pay Band 4	\$41,120	\$42,765	\$44,476	\$46,255	\$48,105	\$50,029	\$52,030	\$54,111	\$56,276
Accounting Clerk Pay Band 3	\$36,815	\$38,287	\$39,819	\$41,412	\$43,068	\$44,791	\$46,583	\$48,446	\$50,384
Library Technician Pay Band 4	\$41,120	\$42,765	\$44,476	\$46,255	\$48,105	\$50,029	\$52,030	\$54,111	\$56,276
Information Officer 2	\$36,509	\$37,969	\$39,488	\$41,068	\$42,710	\$44,419	\$46,195	\$48,043	\$49,965
<u>GROUP B STAFF</u>									
Faculty III	\$62,840	\$65,270	\$67,818	\$70,490	\$73,297	\$76,245	\$79,340	\$82,589	\$86,004
Faculty II	\$53,465	\$55,604	\$57,828	\$60,141	\$62,547	\$65,049	\$67,651	\$70,357	\$73,171
Faculty I	\$44,184	\$45,952	\$47,790	\$49,701	\$51,689	\$53,757	\$55,907	\$58,144	\$60,469
Counsellor III	\$53,358	\$55,493	\$57,712	\$60,021	\$62,422	\$64,918	\$67,515	\$70,216	\$73,024
Counsellor II	\$48,505	\$50,445	\$52,463	\$54,562	\$56,744	\$59,014	\$61,374	\$63,829	\$66,383
Counsellor I	\$41,107	\$42,751	\$44,461	\$46,240	\$48,089	\$50,013	\$52,013	\$54,094	\$56,258
Curriculum Developer III	\$59,344	\$61,717	\$64,186	\$66,753	\$69,424	\$72,201	\$75,089	\$78,092	\$81,216
Curriculum Developer II	\$53,465	\$55,604	\$57,828	\$60,141	\$62,547	\$65,049	\$67,651	\$70,357	\$73,171
Curriculum Developer I	\$44,184	\$45,952	\$47,790	\$49,701	\$51,689	\$53,757	\$55,907	\$58,144	\$60,469
Librarian								\$55,052	\$57,255
Research Officer III	\$59,344	\$61,717	\$64,186	\$66,753	\$69,424	\$72,201	\$75,089	\$78,092	\$81,216
Research Officer II	\$53,465	\$55,604	\$57,828	\$60,141	\$62,547	\$65,049	\$67,651	\$70,357	\$73,171
Research Officer I	\$44,184	\$45,952	\$47,790	\$49,701	\$51,689	\$53,757	\$55,907	\$58,144	\$60,469
<u>GROUP C STAFF</u>									
Custodian Pay Band 3	\$39,979	\$41,578	\$43,241	\$44,971	\$46,770	\$48,640	\$50,586	\$52,610	\$54,714
Custodian Pay Band 2	\$33,706	\$35,054	\$36,456	\$37,915	\$39,431	\$41,008	\$42,649	\$44,355	\$46,129
Custodian Pay Band 1	\$27,433	\$28,530	\$29,671	\$30,858	\$32,093	\$33,376	\$34,711	\$36,100	\$37,544

**Gabriel Dumont Institute
Salary Grid**

Effective: April 1, 2014

(Adjusted for 2% increase as per approved MOA)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Long Service
<u>GROUP A STAFF</u>									
Admin. Assistant Pay Band 4	\$41,942	\$43,620	\$45,365	\$47,179	\$49,067	\$51,029	\$53,071	\$55,193	\$57,401
Admin. Assistant Pay Band 3	\$37,551	\$39,053	\$40,615	\$42,240	\$43,930	\$45,687	\$47,514	\$49,415	\$51,392
Admin. Assistant Pay Band 2	\$33,174	\$34,501	\$35,882	\$37,317	\$38,809	\$40,362	\$41,976	\$43,655	\$45,402
Admin. Assistant Pay Band 1	\$28,780	\$29,932	\$31,129	\$32,374	\$33,669	\$35,016	\$36,416	\$37,873	\$39,388
Accounting Clerk Pay Band 4	\$41,942	\$43,620	\$45,365	\$47,179	\$49,067	\$51,029	\$53,071	\$55,193	\$57,401
Accounting Clerk Pay Band 3	\$37,551	\$39,053	\$40,615	\$42,240	\$43,930	\$45,687	\$47,514	\$49,415	\$51,392
Library Technician Pay Band 4	\$41,942	\$43,620	\$45,365	\$47,179	\$49,067	\$51,029	\$53,071	\$55,193	\$57,401
Information Officer 2	\$37,239	\$38,729	\$40,278	\$41,889	\$43,565	\$45,307	\$47,119	\$49,004	\$50,964
<u>GROUP B STAFF</u>									
Faculty III	\$64,097	\$66,575	\$69,174	\$71,900	\$74,763	\$77,770	\$80,927	\$84,241	\$87,724
Faculty II	\$54,534	\$56,716	\$58,984	\$61,344	\$63,797	\$66,349	\$69,003	\$71,763	\$74,634
Faculty I	\$45,068	\$46,870	\$48,745	\$50,695	\$52,723	\$54,832	\$57,025	\$59,306	\$61,678
Counsellor III	\$54,425	\$56,602	\$58,866	\$61,221	\$63,670	\$66,217	\$68,865	\$71,620	\$74,485
Counsellor II	\$49,475	\$51,454	\$53,512	\$55,653	\$57,879	\$60,194	\$62,602	\$65,106	\$67,710
Counsellor I	\$41,929	\$43,606	\$45,351	\$47,165	\$49,051	\$51,013	\$53,054	\$55,176	\$57,383
Curriculum Developer III	\$60,531	\$62,952	\$65,470	\$68,089	\$70,813	\$73,645	\$76,591	\$79,655	\$82,841
Curriculum Developer II	\$54,534	\$56,716	\$58,984	\$61,344	\$63,797	\$66,349	\$69,003	\$71,763	\$74,634
Curriculum Developer I	\$45,068	\$46,870	\$48,745	\$50,695	\$52,723	\$54,832	\$57,025	\$59,306	\$61,678
Librarian								\$56,153	\$58,399
Research Officer III	\$60,531	\$62,952	\$65,470	\$68,089	\$70,813	\$73,645	\$76,591	\$79,655	\$82,841
Research Officer II	\$54,534	\$56,716	\$58,984	\$61,344	\$63,797	\$66,349	\$69,003	\$71,763	\$74,634
Research Officer I	\$45,068	\$46,870	\$48,745	\$50,695	\$52,723	\$54,832	\$57,025	\$59,306	\$61,678
<u>GROUP C STAFF</u>									
Custodian Pay Band 3	\$40,779	\$42,410	\$44,106	\$45,870	\$47,705	\$49,613	\$51,598	\$53,662	\$55,808
Custodian Pay Band 2	\$34,380	\$35,755	\$37,186	\$38,673	\$40,220	\$41,829	\$43,502	\$45,242	\$47,052
Custodian Pay Band 1	\$27,982	\$29,101	\$30,265	\$31,476	\$32,735	\$34,044	\$35,406	\$36,822	\$38,295

**Gabriel Dumont Institute
Salary Grid**

Effective: April 1, 2015

(Adjusted for 1.25% increase as per approved MOA)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Long Service
<u>GROUP A STAFF</u>									
Admin. Assistant Pay Band 4	\$42,466	\$44,165	\$45,932	\$47,769	\$49,680	\$51,667	\$53,733	\$55,883	\$58,118
Admin. Assistant Pay Band 3	\$38,020	\$39,541	\$41,123	\$42,768	\$44,478	\$46,258	\$48,108	\$50,032	\$52,034
Admin. Assistant Pay Band 2	\$33,589	\$34,932	\$36,330	\$37,783	\$39,294	\$40,866	\$42,500	\$44,200	\$45,968
Admin. Assistant Pay Band 1	\$29,140	\$30,305	\$31,518	\$32,778	\$34,089	\$35,453	\$36,871	\$38,346	\$39,880
Accounting Clerk Pay Band 4	\$42,466	\$44,165	\$45,932	\$47,769	\$49,680	\$51,667	\$53,733	\$55,883	\$58,118
Accounting Clerk Pay Band 3	\$38,020	\$39,541	\$41,123	\$42,768	\$44,478	\$46,258	\$48,108	\$50,032	\$52,034
Library Technician Pay Band 4	\$42,466	\$44,165	\$45,932	\$47,769	\$49,680	\$51,667	\$53,733	\$55,883	\$58,118
Information Officer 2	\$37,704	\$39,213	\$40,781	\$42,412	\$44,109	\$45,873	\$47,708	\$49,617	\$51,601
<u>GROUP B STAFF</u>									
Faculty III	\$64,898	\$67,494	\$70,194	\$73,002	\$75,922	\$78,959	\$82,117	\$85,402	\$88,818
Faculty II	\$55,216	\$57,424	\$59,721	\$62,110	\$64,595	\$67,178	\$69,865	\$72,660	\$75,566
Faculty I	\$45,631	\$47,457	\$49,355	\$51,329	\$53,382	\$55,518	\$57,738	\$60,048	\$62,450
Counsellor III	\$55,105	\$57,310	\$59,602	\$61,986	\$64,465	\$67,044	\$69,726	\$72,515	\$75,415
Counsellor II	\$50,093	\$52,097	\$54,181	\$56,348	\$58,602	\$60,946	\$63,384	\$65,920	\$68,556
Counsellor I	\$42,453	\$44,151	\$45,917	\$47,754	\$49,664	\$51,651	\$53,717	\$55,865	\$58,100
Curriculum Developer III	\$61,288	\$63,739	\$66,289	\$68,940	\$71,698	\$74,566	\$77,548	\$80,650	\$83,876
Curriculum Developer II	\$55,216	\$57,424	\$59,721	\$62,110	\$64,595	\$67,178	\$69,865	\$72,660	\$75,566
Curriculum Developer I	\$45,631	\$47,457	\$49,355	\$51,329	\$53,382	\$55,518	\$57,738	\$60,048	\$62,450
Librarian								\$56,855	\$59,129
Research Officer III	\$61,288	\$63,739	\$66,289	\$68,940	\$71,698	\$74,566	\$77,548	\$80,650	\$83,876
Research Officer II	\$55,216	\$57,424	\$59,721	\$62,110	\$64,595	\$67,178	\$69,865	\$72,660	\$75,566
Research Officer I	\$45,631	\$47,457	\$49,355	\$51,329	\$53,382	\$55,518	\$57,738	\$60,048	\$62,450
<u>GROUP C STAFF</u>									
Custodian Pay Band 3	\$41,289	\$42,940	\$44,658	\$46,444	\$48,302	\$50,234	\$52,243	\$54,333	\$56,506
Custodian Pay Band 2	\$34,810	\$36,202	\$37,650	\$39,156	\$40,722	\$42,351	\$44,045	\$45,807	\$47,640
Custodian Pay Band 1	\$28,332	\$29,465	\$30,644	\$31,869	\$33,144	\$34,470	\$35,849	\$37,283	\$38,774

APPENDIX B

NORTHERN ALLOWANCE BENEFITS

GABRIEL DUMONT INSTITUTE OF NATIVE STUDIES AND APPLIED RESEARCH

1. All employees shall be paid per month over and above their basic rate of pay the following rates listed by community, except where the Employer supplies cost-free housing:

\$80.00	La Ronge, Timber Bay, Weyakwin
\$114.00	Green Lake, Beauval, Ile a la Crosse, Buffalo Narrows, Pelican Narrows, Deschambeault, Creighton, Sturgeon Landing, Denare Beach, Patuanak, Cole Bay, Jans Bay, Sled Lake, Dore Lake
\$212.00	Stanley Mission, Brabant Lake, Southend, Pinehouse, Cumberland House, Sandy Bay, La Loche, Dillon, Turnor Lake
\$526.00	Uranium City, St. George's Hill, Michel Village
\$526.00	Stoney Rapids, Camsell Portage, Fond du Lac, Kinoosao, Wollaston Lake

2. If an employee is required to work in a community not included on the above list, and is north of the 54th parallel (excluding Meadow Lake) Northern Allowance will be paid at the rate of the nearest community appearing on the list.

LETTER OF UNDERSTANDING #1

GABRIEL DUMONT INSTITUTE OF NATIVE STUDIES
AND APPLIED RESEARCH

RE: Cultural Conference

In recognition of the importance of the Cultural Conference both to the Employer and the Métis people, the employees of the Institute agree to the following to minimize any costs associated with the conference:

- a) Employees may choose to donate all or some of their time to work at the Cultural Conference.
- b) Employees may choose to take time in lieu at straight time for any overtime generated by working at the conference.

Any arrangements must be negotiated between the out-of-scope Supervisors and the employees prior to the commencement of the Cultural Conference.

Original Letter signed February 10, 1997

LETTER OF UNDERSTANDING #2

GABRIEL DUMONT INSTITUTE OF NATIVE STUDIES
AND APPLIED RESEARCH

RE: Waiver of Unassigned Days Entitlement

I, _____ do hereby waive the following right(s) to unassigned days, as outlined under Article 14.3 of the GDI Bargaining Unit Collective Agreement.

(check either or both and initial)

1. Six (6) consecutive weeks of unassigned days
2. Unassigned days during July and/or August

Signature: _____
Employee

Signature: _____
In-Scope Supervisor

Program: _____

As per Article 14.3 of the Collective Agreement, I have submitted a copy of this waiver form to the Chairperson of the local Institute Committee.

Date: _____

Signature: _____

Division: _____

LETTER OF UNDERSTANDING #3

GABRIEL DUMONT INSTITUTE OF NATIVE STUDIES AND APPLIED RESEARCH

RE: Employment Equity Plan

The Institute is committed to achieving and maintaining a fair and representative work force through the design and implementation of an Employment Equity plan which meets the requirements of the Federal Government's Contractors' Program and is consistent with provisions of the Saskatchewan Human Rights Act.

Employment equity is a process designed to improve the representation of Aboriginal peoples, persons with disabilities, visible minorities and women at the Institute. The Institute and SGEU recognize the importance of providing opportunities in the bargaining unit for these target groups.

The Employer commits to the necessary financial and human resources required. Both parties agree to supply all relevant information necessary for the committee to accomplish this task. Success of this plan depends upon the co-operation and commitment of union and employer, and on the committed involvement of the designated groups.

To accomplish this objective the parties agree as follows:

1. To establish a joint Steering Committee of (six) 6 members with equal representation from union and management. This committee will be structured within 30 days of the signing of this agreement. Two co-chairs will be appointed - one by the union and one by management. The parties will endeavour, when determining the committee structure, to achieve designate group representation as full participants in the process.
2. The committees **is** charged with the responsibility for addressing barriers to equality and examining present and future employment systems for systemic discrimination.
3. Strategies will be proposed which will identify, eliminate and redress the effect of, barriers to equity. Where necessary, particular strategies will be referred to the respective parties for negotiation.
4. Resource persons will be used as required by both committees.

5. The designated groups to be included in the plan are:

- persons of aboriginal ancestry;
- persons with disabilities;
- women; and
- persons of visible minorities.

6. The Steering Committee must obtain approval of the Plan by the respective parties who will then jointly seek the approval of the Saskatchewan Human Rights Commission **if necessary**.

This agreement shall remain in force and effect unless written notice to renegotiate is given by either party at least ninety (90) days in advance.

Original Signed February 10, 1997. **Amended June 6, 2013**

LETTER OF UNDERSTANDING #4

GABRIEL DUMONT INSTITUTE OF NATIVE STUDIES
AND APPLIED RESEARCH

RE: Sessional Lecturers

Sessional Lecturers who teach and are hired as GDI staff will have their rates set by either SIAST, University of Saskatchewan or University of Regina rate schedule, whichever is applicable or such other delivery institution schedule as may be utilized from time to time.

Original Signed February 10, 1997

LETTER OF UNDERSTANDING #5

GABRIEL DUMONT INSTITUTE OF NATIVE STUDIES
AND APPLIED RESEARCH

RE: Certification and Pay Administration

The parties agree to refer this item to the U/M Committee to develop an appropriate pay allocation system suitable for this workplace, during the life of this Collective Agreement.

Original Signed February 10, 1997

LETTER OF UNDERSTANDING #6

Between

GABRIEL DUMONT INSTITUTE OF NATIVE STUDIES
AND APPLIED RESEARCH

And

SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION

RE: Article 9.2.1

The grid step mentioned within the preceding Article is achieved by taking the appropriate annual salary and dividing by 12.

Ex:
$$\frac{\text{Annual Salary}}{12} = \text{Grid Step}$$

Original signed February 10, 1997

LETTER OF UNDERSTANDING #7

Between

GABRIEL DUMONT INSTITUTE OF NATIVE STUDIES
AND APPLIED RESEARCH

And

SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION

RE: Group B Non-instructional Employees

The parties agree to review the hours of work and attendance at the work site for Group B Non-instructional employees as it relates to the operational needs of the organization. These discussions will take place between April 1, 2003 and March 31, 2004.

Original signed July 25, 2003.

LETTER OF UNDERSTANDING #8

Between

GABRIEL DUMONT INSTITUTE OF NATIVE STUDIES
AND APPLIED RESEARCH

And

SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION

RE: Committee on proposed Joint Sick Leave Plan

The parties agree to strike a committee, with equal representation from both parties, to develop a Joint Sick Leave plan.

The plan will be proposed and considered in future bargaining, 2013.

Originally signed,