COLLECTIVE AGREEMENT

between

FIRST NATIONS UNIVERSITY OF CANADA

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5791

October 1, 2022 – September 30, 2026

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DEFINITIONS

For the purposes of this agreement:

“Bargaining unit” shall refer to the First Nations University of Canada, Canadian Union of Public Employees group of employees as defined by the certification order of the Saskatchewan Labour Relations Board issued in Regina on October 8, 1996 or as may be amended from time to time by the said board or by mutual agreement of the parties to this agreement.

“Employee(s)” shall refer to any persons defined and covered by this agreement. Employees are entitled to all rights and benefits of this agreement unless otherwise specified in this agreement.

“Union representative(s)” shall refer to any employee duly authorized by the union. The term shall refer to employees who are elected, appointed or who volunteer to fill union positions that represent the First Nations University of Canada, Canadian Union of Public Employees group of employees on committees, as stewards or on the CUPE 5791 – 01 executive board.

“Employer” shall refer to the First Nations University of Canada.

ARTICLE 1 – PREAMBLE

1.1 Working Agreement

The parties to this collective agreement (herein after referred to as the “agreement”) recognize that the First Nations University of Canada (formerly known as the Saskatchewan Indian Federated College) is a unique, First Nations controlled educational institution whose objectives include service to First Nations communities and the promotion, preservation, protection and interpretation of First Nations histories, languages, cultures and artistic heritages using First Nations and non-First Nations ways of knowing and understanding. As well, the First Nations University of Canada is founded upon and operates with the guidance and blessing of First Nations elders.

The First Nations University of Canada embodies the values and aspirations of First Nations people to achieve education of quality within a uniquely First Nations environment and seeks to promote, for all members of the university family, the development of spirit, body, mind and sense of community.

The parties to this agreement agree to work together toward these goals to promote harmonious relations and to settle misunderstandings and disagreements peacefully in the spirit of the traditional First Nations values of tolerance, humility, mutual respect and sharing.

1.2 Terms and Conditions

This agreement sets forth the terms and conditions governing First Nations University of Canada (hereinafter referred to as the “employer”) employees represented by the Canadian Union of Public Employees (CUPE) (hereinafter referred to as the "union”) and is binding upon the parties to this agreement.

Both parties agree to:

a) affirm the principle of First Nations jurisdiction over the university; and

b) support and encourage the rights of First Nations to exercise their inherent right to govern their own affairs.

1.3 Previous Provisions

Nothing in this agreement shall affect any provisions or concessions in existence at the time of signing this agreement, which are more favourable to employees than those contained in this agreement.

1.4 Conflicting Laws

If any provision of this agreement or of any agreement made in pursuance thereof is found to be contrary to the provisions of any law, now or hereafter enacted, this agreement will not be abrogated but will be subject to such amendments as may be necessary to bring it into conformity with the law.

1.5 Employer Rights

All the functions, rights, powers and authority, which the employer has not specifically abridged, delegated or modified by this agreement, are recognized by the union as being retained by the employer.

The employer shall exercise this right in a manner that is fair, non-arbitrary and reasonable.

ARTICLE 2 – RECOGNITION

2.1 Bargaining Agent

The employer recognizes the union as the exclusive bargaining agent of the members of the bargaining unit as defined by the certification order of the Saskatchewan Labour Relations Board issued in Regina on October 8, 1996 or as may be amended from time to time by the said board or by mutual agreement of the parties to this agreement.

The employer agrees to negotiate with the union and any of its duly authorized union representatives or committees, concerning all matters affecting the relationship between the parties to this agreement, aiming toward a peaceful and amicable settlement of any differences that may arise between the parties to this agreement.

The employer agrees, during the term of this agreement, to bring all positions falling within the scope of this agreement into this agreement, including all CUPE equivalent research funded positions and any personnel not currently covered by **University of Regina Faculty Association** (URFA) and **Administrative Professional Technical** (APT) **Group**.

The parties agree to jointly submit a new certification order.

2.2 Work of the Bargaining Unit

Employees of the university whose jobs are not in the bargaining unit shall not regularly work on any jobs, which are included in the bargaining unit unless mutually agreed upon by the parties to this agreement. Agreements of this nature will include a list of duties and a time frame.

2.3 Contracting out

a) In order to provide job security for the members of the bargaining unit, the employer agrees that it will not reduce pay or benefits or lay off employees in order to contract out the duties normally performed by members of the bargaining unit; nor will the employer replace vacant positions by contracting out work which is normally performed by the bargaining unit.

b) The employer agrees that members of the CUPE 5791 bargaining unit will be the cleaners/janitors, maintenance, library, and daycare workers for all future tenants of the First Nations University of Canada.

2.4 No Other Agreements

No employee(s) shall be required or permitted to make a written or verbal agreement with their supervisor, employer or representatives of the employer which conflict with the terms of this agreement.

In order that this may be carried out, the union will supply the employer with the names of its union representatives and the employer will supply, at any time it is requested in regard to any employee or group of employees, the names of their supervisors and functional supervisors. (See Article **40**.)

2.5 Representatives of CUPE

The union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the employer. Such representative(s) shall also have access to the employer's premises in order to investigate and assist in the settlement of grievances.

2.6 Union-Management Committee

2.6.1 Composition of the Committee

There shall be a union-management committee consisting of three (3) union representatives and two (2) employer representatives for the purpose of resolving difficulties and promoting harmonious relationships.

2.6.2 Purpose

The purpose of the union-management committee shall be to discuss and settle, if possible, matters of mutual concern. In matters that are personal or particularly sensitive, strict confidentiality shall be maintained.

2.6.3 Meeting Requests

At the request of either party, the committee shall meet within fifteen (15) calendar days at a time and place fixed by mutual agreement. The request must include the reason(s) for the meeting.

2.6.4 Non-Action Grievable

Failure on the part of the employer to complete an action agreed upon in meeting and in a timely manner, shall be grievable.

2.6.5 Implementation of Awards

In addition to the foregoing, the implementation of arbitration awards and final court decisions relating thereto will be discussed at the request of either party.

2.6.6 Exchange of Information

The employer and the union agree to exchange at the request of either party, information that is not confidential, is readily available and pertains to a matter under discussion between the parties.

All correspondence between the employer and an employee shall be copied to the union.

ARTICLE 3 – UNION ACTIVITIES AND USE OF UNIVERSITY PREMISES

3.1 Time Off for Union Meetings

The employer shall allow each employee an equivalent of seven (7) hours off per year with pay for union meetings.

3.2 Time Off for Union Activities

3.2.1 Bargaining Committee

The employer shall recognize an employee bargaining committee of up to three (3) employees who hold positions in different departments.

The union will advise an employee's supervisor that the employee will be serving on the bargaining committee. Upon notifying their supervisor, bargaining committee employees shall have reasonable time off with pay for the purpose of preparing for and attending bargaining sessions.

3.2.2 Joint Committees

The employer will provide reasonable time off with pay to employees as necessary to fulfill their responsibilities as union representatives on joint committees addressed in this agreement and any other committees that may, from time to time, be jointly organized by the employer and the bargaining unit.

3.2.3 Executive Member-at-Large

The employer will provide reasonable time off without pay to the bargaining unit's executive member-at-large to attend union business and educational courses, workshops and conventions as required with the understanding that the executive member-at-large also serves as steward. (See Article 6.**5.1**)

3.2.4 Employees

The employer will provide reasonable time off without pay to employees to attend union educational courses, workshops and conventions.

3.3 Use of University Facilities

The employer shall provide the bargaining unit with reasonable private and secure office space on the premises, reasonable free use of office supplies, duplicating services, computing facilities, audio-visual and video conferencing equipment, IT support and the university internal, Canada Post, courier and electronic mail services.

3.4 Space for Meetings

The employer shall allow the union to hold meetings and educational functions, and to conduct union business at the university. The employer will make space available for such meetings and functions subject to normal scheduling restrictions.

3.5 Bulletin Boards

The employer shall provide union bulletin boards, which shall be placed so that all employees will have access to them and upon which the union shall have the right to post notices of meetings and such other notices as may be of interest to union employees.

The employer will provide web space for placement of the FNUniv CUPE 5791 collective bargaining agreement on the human resources department website.

ARTICLE 4 – DUES, MEMBERSHIP AND EMPLOYEE INFORMATION

4.1 Union Dues Deduction and Remittance

The employer will deduct union dues, initiation fees, and assessments as set by the union from each pay of all employees covered by this collective agreement.

Such deductions will be forwarded to the union secretary-treasurer no later than ten (10) business days following each semi-monthly pay cycle, the one in which they were deducted.

4.2 Dues Supporting Documentation

Along with the deductions, the employer will provide:

a) A completed union dues remittance form, supplied **by** the union, and

b) An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: name, employment status (such as full-time, part-time, temporary, casual), classification/job title, regular earnings, hours worked, and dues deducted.

4.3 Union Dues

4.3.1 Deduction of Union Dues

Upon obtaining written authorization from the employee, the employer shall deduct, as a condition of employment, initiation fees, dues and such other assessments (subject to Article 4.2) as the union may direct in writing through its secretary-treasurer, from each employee's monthly salary and remit the same prior to the **fifteenth (**15th) day of the following month to the secretary-treasurer of CUPE Local 5791-01 accompanied by a list of names of all employees, the amount of dues deducted on behalf of each employee for the month and the total of regular wages paid in the month.

4.3.2 Dues Receipts

At the time that Income Tax (T4) slips are made available, the employer shall include information on the amount of union dues paid by each CUPE member in the previous year that is deductible for income tax purposes, subject to receipt of certification satisfactory to Revenue Canada.

4.4 CUPE Membership

4.4.1 Condition of Employment

Every employee who is now or hereafter becomes a member of the union shall maintain membership in the union as a condition of employment. Every new employee whose employment commences hereafter shall, within **thirty (**30**)** days after commencing employment, apply for and maintain membership in the union and maintain membership in the union as a condition of employment, provided that any employee in the bargaining unit who is not required to maintain membership or apply for and maintain membership in the union shall, as a condition of employment, tender to the union the periodic dues uniformly required to be paid by the members of the union.

4.4.2 Provision for Exclusion

An employee may be excluded from the provisions of Article 4.4.1 if the employee objects to joining or belonging to a trade union as a matter of conscience, religious training or religious belief. In such case, the employee shall pay an amount equal to union dues to a charity mutually agreed by the employee and CUPE Local 5791-01. If there is a dispute concerning an employee objection, such dispute shall be referred to the Labour Relations board in accordance with Section 5 (1) of *The Saskatchewan Employment Act*.

4.5 New Employees

The employer shall inform each new member of the bargaining unit of the provisions of Article 4.1 not later than **thirty (**30**)** days after the employee's date of appointment, and at the same time, provide the member of the bargaining unit

with a paper copy of the agreement and the link to the collective agreement on the CUPE 5791 website.

4.6 Visit to the Union Office – New Employees

Each new employee will be given the opportunity during the first month of employment, within regular working hours, of visiting the union office or meeting with a steward for the purpose of joining the union and becoming acquainted with the rights and responsibilities of membership. Such absence from the workplace will be reasonably brief and taken at a time convenient to both the employee and the supervisor.

4.7 Employee Information

4.7.1 Reporting to the Union

The employer shall provide the union with a copy of the letter of offer (or revision thereof) of any newly hired employee or the revised letter of offer of any current employee within fifteen (15) days of receipt of the signed letter of offer. This letter of offer will include the employee's status, position, pay grade and salary.

4.7.2 Employee Lists

On the twentieth (20^{th}) day of each month, the employer shall make available to the union a list of all employees in the CUPE 5791 bargaining unit.

The list shall include the following:

- name;
- gender;
- employment status (i.e.: permanent, term, full-time, part-time);
- position title;
- pay grade;
- department;
- date of first appointment to a bargaining unit position;
- date appointed to current position;
- retirement date;
- start date with the university;
- leaves and types of leaves;
- any vacant bargaining unit position(s);

4.7.3 Contact Information

The employer will provide to the union a list of all employees in the bargaining unit.

The list will include each person’s name, position title, home mailing address, home telephone number and work email.

The list will also include the employee's work status (permanent, term, full-time, part-time, casual, student workers), and if the employee is on leave of absence, the nature of the leave.

The employee contact list will be provided on an electronic spreadsheet to the union by September 1 of each year.

4.8 Access to Employee Files

There shall be only one official file for each employee, and it shall be located in the human resources department. The file shall contain only material pertinent to the employee's employment. It shall not contain anonymous material. The employee may add a signed and dated response to any document contained therein.

An employee (or **an**other person with written permission from the employee) shall have the right to examine the official file at any time during regular office hours mutually agreeable to the employee and the human resources department in the company of a human resources employee. The employee may be accompanied, if desired, by a steward or union representative of the employee's choosing.

An employee (or **an**other person with written permission from the employee) shall be provided with a copy of a reasonable number of documents in the file.

The employee's supervisor may have a working file of material destined for the official file and it shall be subject to the same provisions as the official file.

The employer shall also maintain a payroll file for each employee, and it shall be located in the human resources department but is managed by the payroll department. The file shall contain only material pertinent to the employee's financial affairs with the university. An employee shall have the right to examine records in their payroll file on the same terms and conditions as enumerated above for the official file.

ARTICLE 5 – HARASSMENT/EMPLOYMENT EQUITY

5.1 Harassment Commitment

The employer is committed to maintaining a mutually agreed upon policy that will prohibit harassment and ensures that all members of the university's community have the right to participate equally in activities at the university without fear of harassment and providing an environment which affirms and promotes First Nations cultures and values, and the dignity of human beings of diverse backgrounds and needs.

The parties agree that the university policy - Respectful University (or any amended policy thereof) does not discourage, prevent or preclude CUPE members from filing a grievance.

5.2 Employment Equity

In accordance with the mission of the university and Section 48 of *The Saskatchewan Human Rights Code,* the parties recognize the employment equity exemption granted to the university the parties recognize that First Nations are vastly under-represented in the workforce and are committed to employment preference for First Nations and other Indigenous persons when recruiting, hiring, promoting, retaining suitably qualified staff and agree that hiring does not contravene this agreement. When recruiting new employees, the employer will take appropriate steps to redress historic imbalances in representation of any of the designated groups. The parties agree that appropriate steps include, but are not limited to, advertising and making appointments.

5.3 Duty to Accommodate

The university and the union recognize their joint duty under *The Saskatchewan Human Rights Code* to provide accommodation in the workplace to employees. Such accommodation shall be provided up to the point of undue hardship for the university.

The employer acknowledges its duty to accommodate employees with disabilities for those employees who face barriers at work in the manner and to the extent required by *The Saskatchewan Human Rights* ***Code.***

a) Accommodation of employees within the workplace is a shared responsibility between the employer, the union and the employee.

   The employer agrees to make every effort, short of undue hardship, to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to perform their regular duties as a consequence of the circumstances identified in **Article 4**.

   In consideration of accommodating an employee, the following shall apply in the order listed below:

   i) Determine if the employee can perform their existing job as it is;

   ii) If the employee cannot, then determine if the employee can perform their existing job in a modified form;

   iii) If the employee cannot, then determine if they can perform another job in its existing form;

iv) If the employee cannot, then determine if they can perform another job in its modified form;

v) If there are no positions within the bargaining unit that are available, consideration shall be given by the parties to pursue jobs outside of the bargaining unit.

b) The parties understand that accommodations are an ongoing process, and that regular review and further accommodations may be required.

The employer will allow for additional accommodation if the earlier accommodation is found to be unsuitable.

c) All options shall be considered when accommodating employees. These options will include, but not be limited to, the modification or adaption of the workplace, workstations, shifts, equipment and restructuring or re-bundling of jobs.

d) The employer will recognize individualized rates of absenteeism.

e) The employer will provide safe medication storage.

f) The employer will provide training for employees who are accommodated in new and reassigned positions.

g) All parties involved in the accommodation will respect the right to privacy of the employee seeking accommodation, to the extent possible.

h) In such circumstances, the employer and the local of the union may agree to waive certain provisions in this agreement.

5.4 Medical Information

It will be the responsibility of the employee returning to work to provide the employer with medical evidence of the limitations associated with the disability. If the employer requires the employee to obtain a second opinion, all costs associated will be paid by the employer.

The procedure to determine that an employee is fit to perform the duties of their job or modified work must be made in such a way as to protect the confidentiality of the employee's medical information, which shall be limited to:

a) A prognosis for recovery, with or without limitation;

b) A clear opinion as to the employee's fitness to return to work;

c) An opinion as to the employee's fitness to perform the specific duties of their current job or the accommodation being considered;

d) How long any limitations may last.

5.5 Graduated Return to Work

The local of the union, the employee and the employer will meet to discuss the circumstances where the employee is able to return to work on a graduated return to work program. Such discussions shall include possible modification**s** in the workplace or work process to reduce or eliminate the length of the employee's absence from their own position. The return to work will be dealt with in the same manner as identified in Articles 5.3 **and** 5.4.

5.6 Accommodation Meetings

The employee and union representative who attend an accommodation meeting shall be released from duty without loss of pay.

5.7 Open Communication

The university and the union recognize the value of open communication as it promotes positive human relations and a productive work environment. To that end, the university will endeavor to provide updates on decisions and university developments. In addition, all policies and procedures will be made available to union members as they are approved.

ARTICLE 6 – MECHANISMS FOR DISPUTE RESOLUTION

The time limits imposed by the following provisions may be waived by written agreement between the employer and the union.

6.1 Handling Differences

Whenever a difference shall arise between the parties hereto or any person bound by this agreement concerning its interpretation, application, operation or alleged violation, the difference shall be dealt with in accordance with the processes herein outlined.

Any processes prescribed in this agreement, which contain a different dispute resolution process binding on both parties than what is contained in Article 6, shall be governed by that process.

6.2 Stage 1 - Informal Process

Before a grievance is filed, an attempt will be made to settle the issue by informal discussion. An employee(s), a steward or designated union representative may, at any time, present a verbal complaint to their out-of-scope supervisor, or equivalent, and/or the human resources department. Employees accessing the

informal process shall have union representation at any meetings with the employer to discuss the complaint.

If the matter is not satisfactorily settled, the union may present the complaint for resolution at the next monthly union management committee meeting or a talking circle. The affected employee(s) may attend the portion of the meeting allocated to the complaint. Depending on the situation, the union management committee may also request the attendance of the employee's out-of-scope supervisor or other involved person(s). An employee may also request the presence of an elder.

Employees presenting complaint**s** and/or attending follow-up meetings and/or discussion with the union do so with the full cooperation of their supervisor and without loss of pay.

6.3 Stage 2 - Formal Grievance Process

Failing resolution at Stage 1 – Informal Process, the union may, within thirty (30) calendar days of a written decision arising from the joint union management meeting or failure to arrive at consensus at the talking circle, refer the written grievance to the director, human resources.

The steward shall refer the written grievance signed by both the steward representing the employee(s) concerned and the employee(s), where applicable, to the human resources department. The written grievance will include details of the incident in dispute, which article(s) of the agreement has allegedly been violated, and a recommended remedy(s) to correct the alleged violation.

The filing of a grievance is a call for a meeting to discuss the grievance and is to be held within fifteen (15) calendar days at a time and place fixed by mutual agreement.

One or more of the aggrieved parties may be present at the meeting at the request of either party. Employees attending a meeting shall do so without loss of pay.

6.4 Arbitration

6.4.1 Time Limit

In the event that any grievance or matter in dispute has not been settled through the procedure outlined above, either party may, within thirty (30) calendar days, submit the grievance or matter in dispute to an arbitration board in accordance with Article 6.5.

The time limits imposed by the following provisions may be waived by agreement between the employer and the union.

6.4.2 Composition of the Board

The arbitration board shall consist of three **(3)** members. One shall be named by the employer and one named by the union. Each of the parties to this agreement shall have their respective board member selected and made known to each other within seven (7) working days of notice being given by either party for the establishment of the board. The third position on the board is designated the chair.

6.4.3 Selection of the Chair

The parties shall endeavour to agree on a chair within twenty-one (21) working days of the grievance being submitted for arbitration. In the event of their failure to agree, either party may notify the chair of the Saskatchewan Indian Personnel Commission who shall select by lot a chair from a list of names agreed by the parties. Once appointed, the chair shall invite a First Nations University elder to act as **their** advisor. The elder shall guide the processes along traditional First Nations methods of conflict resolution.

6.4.4 Hearing

The board, having been formed by the above procedure, shall meet, hear the evidence of both parties, and render a written decision within sixty (60) calendar days from the completion of taking evidence. The board may determine its own procedure, in consideration of First Nations traditions and values, but will ensure that each party has the opportunity to present its case. At the hearing, each party shall be entitled to be represented by counsel or otherwise, to present evidence, to cross examine the witnesses of the other party and to present arguments either orally or in writing.

The decision of the majority of the board on the matter at issue shall be final and binding on both parties. The arbitration board shall not have the power to alter any of the terms of this agreement or to substitute any provisions, nor to give any decision inconsistent with the terms of this agreement.

6.4.5 Time Deficiencies

Any board of arbitration established pursuant to the grievance procedure shall have the power to hear any arguments as to whether, in order to avoid consideration of substantive issues, time limits set forth in the grievance procedure have been unreasonably enforced.

The board may decide to deal with the case placed before it despite such minor time deficiencies.

6.4.6 Disciplinary Action

The board shall have the power to dispose of any grievance involving dismissal or disciplinary action by any arrangement that it deems just and equitable.

6.4.7 Expenses

The fees and expenses of the chair shall be shared equally between the parties. Each party shall be responsible for their costs, fees and expenses of witnesses and those of its board member.

6.5 General

6.5.1 Recognition of Stewards and Designated Union Representatives

In order to provide an orderly and speedy process for the settling of grievances, the employer acknowledges the rights and duties of stewards and designated union representatives. A steward or designated union representative shall represent any employee(s) in investigating, preparing and presenting a grievance in accordance with the grievance process.

6.5.2 Permission to Leave Work

The union recognizes that steward**s** and designated union representative**s** are employed by the university and that such persons will not leave the workplace during working hours without permission in order to perform duties under this agreement. Such permission will not be unduly withheld, and the steward and designated union representative will not have their wages deducted nor shall they be hindered, coerced, restrained or interfered with while investigating or presenting a grievance.

All grievances will be dealt with during working hours and no employee or employees, who are representatives of the union, will suffer loss of pay by reason of time spent in discussing grievances with the representatives of the university or the union.

6.5.3 Union May Institute Grievances

The union, its stewards or designated union representatives or its CUPE national servicing representative have the right to originate a grievance on behalf of an employee or group of employees or involving interpretation or administration of this agreement. Such a grievance shall commence at the human resources department. (See Article 6.3.)

6.5.4 Facilities for Grievances

The employer shall provide appropriate space for grievance meetings.

6.5.5 Authorized Acting Officials

For the purpose of Article 6, persons duly authorized to act for and on behalf of the officials mentioned in Article 6 during their absence shall similarly be authorized to act in respect to the procedures outlined herein.

6.5.6 Representatives of CUPE

In the discussion of grievances with representatives of the employer, stewards or designated union representatives may at any time be accompanied by a CUPE national servicing representative or a union representative from CUPE 5791.

6.5.7 Copies of Documents

In the event of a grievance, each party agrees, upon request, to provide the other party with copies of all documents, which the party intends to use in regard to the specific grievance.

ARTICLE 7 – TYPES OF POSITIONS AND EMPLOYEE PROVISIONS

7.1 Full-Time

A full-time position is a position that occurs full days during the regular work week on a continuous basis.

7.2 Regular Part-Time

A regular part-time position is a position that regularly occurs on a predictable and scheduled basis and is less than full-time.

7.3 Permanent

A permanent position is a position that occurs indefinitely.

A permanent employee is an employee who is appointed to a permanent position and has successfully completed the required probationary period.

7.4 Term

A term position is a position that occurs for a defined term for a specific project or program or to replace a permanent employee absent for a limited period. The length of a term position may be extended or shortened with two (2) weeks' notice in writing contingent on organizational needs and posting requirements. A term position may be either full-time or regular part-time. The employer will include the specifics of a term position on each posting.

A term employee is an employee hired for a specific term position.

Term employees shall be entitled to all rights and benefits of this agreement except where otherwise specified in this agreement.

Term employees who are appointed for a period of less than one year will not be granted annual leave. Their total remuneration will include an amount of 4/52nds of salary as vacation pay. Term employees appointed for one year or more shall accumulate annual leave entitlements.

Termination of a term employee at the time the term position is discontinued is not subject to the grievance procedure.

The union recognizes that *The Human Rights Code* exemption from the Human Rights Commission may be exercised to override the seniority rights of term employees when the employer is filling permanent positions.

Unless undue hardship can be demonstrated by the employer prior to the appointment, in cases where a permanent employee is appointed to a term position that does not exceed twenty-four (24) months in duration, at the end of the term appointment, the employee will be returned to **their** previous permanent position. If the employee's former permanent position no longer exists, the provisions in Article 17 will apply.

In cases where a permanent employee is appointed to a term position of greater than twenty-four (24) months, the employee foregoes any right to return to **their** previously held permanent position unless the employer and the union agree otherwise. The employee will retain all other rights of this agreement except severance pay.

Unless the union and the employer mutually agree otherwise, upon notification to a permanent employee that the term position will extend beyond twenty-four (24) months and the employee elects to stay in the term position, the employee foregoes any right to return to **their** previously held permanent position. The employee will retain all other rights of this agreement except severance pay.

When a term employee has been in the same position continuously for more than twenty-four (24) months or in the case of an employee replacing an absent employee due to disability, the employee's status will be changed to permanent.

The employee will then be entitled to all rights of a permanent employee, except the employee will not be entitled to severance pay under Article 17 if the term position is terminated or the employee is not the successful candidate if the position is posted as permanent.

The parties agree a term position shall not be used for altering or changing existing position status without the mutual agreement of the parties.

7.5 Student Worker Positions

7.5.1 Student Worker Positions

Student worker positions shall be mutually agreed to by the parties. The agreed to designated positions are student library workers and student ambassadors.

7.5.2 Student Library Worker

Student library worker positions shall adhere to Schedule **B**. Also, the parties agree to the same general pay increases for the Schedule **B** employees as those negotiated for other employees.

7.5.3 Summer Student Workers

The union and the employer hereby agree that the employer may accommodate the employment of summer student workers in the workplace under special project funding or student employment funding opportunities (i.e.: Centennial Student Employment Program or Regina Treaty/Status Indian Services) with the understanding that:

a) Summer student worker terms of employment shall fall between May 1 and August 31 of any one year;

b) Summer student workers will not perform duties ordinarily performed by union members;

c) Summer student worker positions will not be used to circumvent the creation of potential union positions; and

d) Summer student workers will not be required to pay union dues.

The employer also agrees to provide to the union, prior to posting summer student worker positions, position descriptions along with verification that the positions being filled fall under special project funding or a student employment funding opportunity.

7.6 Casual Employees

A casual position is a position that due to its nature does not occur on a predictable and scheduled basis.

A casual employee shall be entitled to all rights and benefits of this agreement except where specified otherwise.

Casual employees accumulate seniority after **thirty (**30**)** days of cumulative service for the purpose of bidding into positions until such time as there is a break in service of greater than three **(3)** months.

Casual employees after **thirty (**30**)** days of cumulative service shall be recalled according to the principles of seniority and qualifications suitable for the position to be filled.

Casual employees will earn seniority according to days worked.

ARTICLE 8 – SENIORITY

8.1 Seniority Defined

Casual employees are entitled to seniority rights as per Article 7.6.

Term employees accumulate seniority for bidding purposes only. (See Article 7.4.)

Term employees who, prior to their appointment to a term position, worked as a casual, will have their casual employment recognized for seniority purposes provided there has been no break in employment of greater than three (3) months.

Seniority rights do not apply during a probation period. Upon successful completion of the probationary period, employees will be credited with seniority from the last date of hire into the bargaining unit. (See Article 9.8.)

Seniority for all permanent, term and casual employees is defined as the length of employment from the last date of hire into the bargaining unit subject to any exclusions or interruptions to such as defined in this agreement. (See Article 8.2.)

Permanent employees who, prior to their appointment to a permanent position, and who previously worked on a term basis, will have their employment recognized for seniority purposes provided there has been no break in employment.

Seniority will operate on a bargaining unit wide basis unless specified otherwise in this agreement. Seniority is a factor in determining promotions, transfers, demotions, bumping, layoff and recall.

8.2 Special Adjustments to Seniority

8.2.1 Temporary Employment Within Another University Bargaining Unit

Employees who accept temporary positions in another bargaining unit, will maintain seniority but will not accumulate it. (See Article 16.)

8.2.2 Discharge Without Reinstatement

An employee shall lose seniority rights in the event of discharge without reinstatement.

8.2.3 Resignation

An employee shall lose seniority rights in the event of resignation from the university effective from the termination date. An employee may, without prejudice, withdraw a resignation up to the end of the working day following the day the resignation is submitted.

8.3 Seniority Rosters

The employer will prepare in January of each year and forward to the union a seniority roster suitable for posting that includes all bargaining unit employees eligible to accumulate seniority.

8.4 Correction of Seniority Roster

On presentation by an employee of proof of error in the roster(s), the employer shall make a correction immediately. The correction will be in the form of a supplementary sheet suitable for posting and forwarded to the union.

ARTICLE 9 – VACANCIES, APPOINTMENTS AND PROBATION

9.1 Posting

All vacant bargaining unit positions, whether new or existing, will be advertised within the University – Regina Campus, Saskatoon Campus, and Northern Campus and remain open for a period of five (5) working days. A posting via e-mail will be sent to all bargaining unit employees.

As well, all postings, both internal and external, shall be posted on a bulletin board outside the human resources department and in other suitable locations, where appropriate and desirable.

All term positions extending beyond four (4) months shall be posted unless by agreement between the employer and the union. Any term position that becomes a permanent position shall be posted except for Article 7.4 guidelines.

The postings will include the following information: job title, a description of the position derived from the current position description, required qualifications, location, whether permanent or term, the projected end date of a term position, whether full-time or regular part-time, regular hours of work, pay grade and salary range.

A copy of each posting will be forwarded to the union.

With agreement from the union, positions may be advertised outside of the university at the same time as an internal posting with the understanding that bargaining unit applications will be considered before any external application.

9.2 Bidding on Vacant Positions

Employees may bid on posted positions by submitting a resume to the human resources department within the posting period. At the conclusion of the posting period, the employer will provide the union with a copy of the screening matrix for all internal applicants. Employees may apply for positions on other campuses.

Employees on vacation, or approved leaves of absence, may apply by proxy by having a steward or fellow employee submit an application on their behalf. This application will be given the same consideration as any other application.

The employer will not be responsible for any costs incurred in an employee's efforts to comply with this clause.

9.3 Notice of Results

The employer agrees to make every effort to fill positions and notify applicants as expeditiously as possible following the posting period.

Employees applying for transfer will be advised in writing of the result of their applications by the employer within two **(2)** calendar weeks after the vacancy is filled or the competition cancelled.

9.4 Basis for Selection

See Articles 7 and 8 for seniority exclusions and limitations related to the following provisions.

Any posted vacancy shall be filled with preference to bargaining unit employees with the required qualifications as stated in the job posting, ability sufficient to perform the position and the greatest seniority. Any outstanding performance issues/disciplinary actions documented on the employee's official file or destined for the employee's official file will be a consideration in determining "required qualifications" and "ability sufficient". (See Article 4.**5**)

If there are no fully qualified CUPE bargaining unit applicants, the employer will consider, in order of seniority, the applications of employees who are close to possessing the required qualifications before considering applicants from outside of the CUPE bargaining unit. If an appointment is made of an applicant who does not possess all of the required qualifications of the position, the employer may, as a condition of appointment, require that the applicant obtain the qualification(s) within a specified time limit.

9.5 Provisional Period

A permanent employee who is appointed, placed, recalled, bumps or accepts a transfer to another permanent position within the bargaining unit shall be appointed provisionally for three (3) months, during which time performance will be appraised. Such appraisals will be discussed with the employee.

An employee who successfully completes the provisional period shall be declared permanent in the position.

9.5.1 Extension

At the discretion of the human resources department, the provisional period may be extended by the cumulative length of any period(s) of absence from work for more than five **(5)** consecutive days. In the event this happens, the employee will be notified in writing at least two (2) weeks prior to the extension.

Notwithstanding the above, the provisional period may also be extended by a period of up to three **(3)** months if mutually agreed to in writing by both parties to this agreement.

9.5.2 Reversion

At the end of the provisional period, if the employee has not performed satisfactorily, or at any time during the period when it becomes clearly evident that the employee is incapable of handling the job, the employee shall be returned to the former status (either layoff or position and salary) subject to any performance increment, payable no sooner than the reversion date, which normally would have been received had the employee remained in that position.

During the provisional period, the employee may revert voluntarily to the employee's former status (either layoff or position and salary) subject to any performance increment, payable no sooner than the reversion date, which normally would have been received had the employee remained in that position.

Each employee can exercise this voluntary return to former status right only once as a bargaining unit employee. The employee's offer letter from the employer shall reference this return to former status right.

During the provisional period of appointment, the CUPE employee's previously held position may be filled on a term basis.

In the event of a reversion, the vacated position will not be re-posted but rather, the selection and hiring process will continue with the remaining list of original applicants, as if no appointment had been made prior to the reversion.

If such reversion displaces an employee who has completed a probationary or provisional period, the displaced employee shall have the right to revert or to be laid off, as appropriate.

In the event of reversion to a position that has been eliminated under Article 17, the employee will not return to **their** previous position but rather, will be dealt with under the applicable provisions of Article 17.

9.6 On-the-Job Training

At the written request of an employee and with the written agreement of their supervisor, arrangements may be made for on-the-job training conditional on no disruption of the performance of the duties of any positions affected. Length of service in the work unit will be one of the factors considered in scheduling the training. This may be on the employer's time or arrangements can be made to allow access to the facilities of the workplace on the employee's time.

9.7 Probationary Period

9.7.1 Extension Due to Absence

At the discretion of the human resources department, the probationary period may be extended by the cumulative length of any period(s) of absence from work for more than five **(5)** consecutive days. In the event this happens, the employee will be notified prior to the extension.

9.7.2 Extension by Agreement

Notwithstanding the above, this probationary period may also be extended by a period of up to three **(3)** months if mutually agreed to by both parties to this agreement.

9.7.3 Termination During Probationary Period

During their probationary period, employees will be advised of expectations regarding standards of performance. Employees will also be advised in writing of shortcomings in order to correct deficiencies. Should the employer decide to terminate the employee, the employee will be given the reasons in writing with a copy to the union prior to the employee’s termination and provided an opportunity to respond.

Seven days’ notice shall be given if the incumbent has been in the position for less than fifteen (15) weeks. If the incumbent has been in the position for fifteen (15) weeks or longer, two (2) weeks’ notice will be given. A copy of the notice shall be provided simultaneously to the union.

Termination of an employee during the probation period is subject to the grievance procedure.

A steward or designated union representative shall be present during all of the above processes.

9.8 Length of Probationary Periods

All appointees to a permanent position, who are not already permanent employees, shall be on probation for a period of six **(6)** months from the date of commencing duties in the permanent position.

Unless the employee is already a permanent employee, a term appointment to a term position shall be probationary for a period of six **(6)** months from the date of commencing duties in the position. (See Article 9.5.)

During the probationary period, the employee shall be entitled to all rights and benefits of this agreement except where specified otherwise in this agreement.

ARTICLE 10 – WORKLOAD ISSUES

10.1 Requests for Review

When an employee feels the workload, when balanced over a reasonable period of time, is significantly greater than it should be, the employee may discuss the matter with **their** supervisor in the presence of a steward or designated union representative. If the matter is not resolved, the employee may request the union to address the issue at a joint union-management committee meeting at which the employee and the supervisor shall be present.

10.2 Dispute Resolution

If a satisfactory resolution cannot be reached in meeting, the employee may grieve under the provisions of Article 6.3.

ARTICLE 11 – HOURS OF WORK AND SPECIAL PAY PROVISIONS

11.1 Daily Hours of Work

Article 11.1 a) and b) encompasses all employees unless otherwise stated in this agreement.

The employer agrees to negotiate with the union, as the need arises and for all bargaining unit positions, further changes to provisions under Article 11.1 Daily Hours of Work.

a) Seven (7) hours shall constitute an ordinary days work and thirty-five (35) hours a week prevails. Daily hours of work shall fall between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday inclusive. The daily hours shall be worked within an eight **(8)** hour period.

b) Employees who work full days (7 hours) will be permitted two **(2)** fifteen (15)-minute rest breaks or one **(1)** thirty (30)-minute rest break per day. Employees who work half days (3.5 hours) are entitled to one **(1)** fifteen

(15)-minute rest break. Unused rest breaks may not be used to alter hours of work in any day. Breaks will be arranged to maintain at least minimal service in any department, where possible.

c) Notwithstanding Article 11.1 a) and b),

Daily Hours of Work: Plant, Property and Maintenance Employees

i) The normal hours of work for plant, property and maintenance employees shall be seven (7) hours per day and thirty-five (35) hours per week, between the hours of 6:00 a.m. and 11:00 p.m., Monday through Friday. The daily hours of work shall fall between the hours of 6:00 a.m. and 6:00 p.m. and shall be worked within an eleven (11) hour period.

ii) An 'hours of work' schedule shall be posted in a place accessible to the employees. The employer shall provide operator/caretakers and the union with fourteen (14) days written notice of any change to the daily hours of work.

Operator/caretakers shall have the option of trading days providing another employee is willing to trade and providing the supervisor is given two (2) days written notice and approves the trade.

iii) An operator/caretaker shall receive the benefit of Article **11.5** – Unsocial Hours of Work Premium if the employee is scheduled to work outside the hours of 6:00 a.m. to 6:00 p.m. on any day of the week.

iv) If an operator/caretaker's scheduled workday falls on a named holiday as per Article 20.1 – Named Holidays, the employee shall be paid double time and one-half for all hours worked.

v) If an operator/caretaker's scheduled day off falls on a named holiday as per Article 20.1 – Named Holidays, the employee shall be paid for seven (7) hours of work as though the employee was actively at work on that named holiday.

d) Notwithstanding Article 11.1 a) and b):

Daily Hours of Work: Other Plant, Property and Maintenance Employees

i) Seven (7) hours shall constitute an ordinary days work and thirty-five (35) hours a week prevails. Daily hours of work for plant, property and maintenance employees shall fall between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday inclusive. The daily hours

shall be worked within an eight **(8)** hour period. Article **11.5** – Unsocial Hours of Work Premium shall apply.

ii) The employer shall provide plant, property and maintenance employees and the union with fourteen (14) days written notice of any change to the daily hours of work.

e) Notwithstanding Article 11.1 a) and b):

Daily Hours of Work: Daycare Staff
Eight (8) consecutive hours shall constitute an ordinary day's work and forty (40) hours a week prevails. Daily hours for the daycare employees shall fall between hours of 7:00 a.m. and 6:00 p.m., Monday through Friday inclusive.

11.2 Part-Time Employees
Except in the case of emergencies, employees who are employed to work fewer than the stated regular hours of work may not be required to work additional hours without mutual agreement.

11.3 Accommodation of Employees Who Are Students
The employer will make every effort to accommodate the academic schedule of employees who are full-time students when assigning work schedules. In the event of two **(2)** such employees claiming the same work schedule, the employee with the greatest working service at the university will be given preference. (See Article 7.5 and Schedule **B**)

11.4 Overtime
All overtime arrangements must have prior written authorization from the appropriate supervisor except in emergency situations when there is no supervisor reasonably accessible to authorize such overtime.

11.4.1 Overtime Rate
Employees shall be paid, at their current hourly rate as determined by the instructions in Schedule A of this agreement, time and one-half for all time worked in excess of the stated regular hours of work.

11.4.2 Time Off in Lieu of Overtime
Any employee required to work overtime shall receive pay for this time unless the employee and the supervisor mutually agree in writing to time off at the appropriate overtime rate in lieu of pay.

11.4.3 Accumulation of Time Off in Lieu of Overtime
Employees may accumulate overtime compensation from each incidence of overtime for up to a twelve **(12)** month period in order to provide time off with pay. Such time must be taken within three **(3)** months of the end

of the twelve **(12)** month period at a time mutually agreed in writing between the supervisor and the employee.

11.4.4 Part-Time Overtime

Employees who work less than full days will not receive overtime until their work exceeds the stated regular hours of work as specified in Article 11.1.

11.4.5 Overtime Voluntary

Overtime shall be voluntary except in emergencies as defined in *The Saskatchewan Employment Act*. In the event there is a difference of opinion between an employee and **their** supervisor as to what constitutes an emergency, the final decision shall be that of the director of human resources.

11.4.6 Employer Directed Overtime

When an employee is directed by the employer or supervisor to attend a retreat or other event outside of the employee's regular hours of work and /or overnight, the university will pay:

a) the cost of the employee's transportation, food and lodging expenses as per FNUniv policy.

b) If at all possible, travel time will be scheduled during regular work hours and, if otherwise, will be paid at the overtime rate.

11.4.7 Call out

11.4.7.1 Overtime

Overtime shall be voluntary. If an employee has left the place of work and is called back for overtime work, the employee shall be paid a minimum of three **(3)** hours at overtime rates.

If no employee(s) volunteer, in an emergency situation, the employer can, using reverse seniority, direct employee(s) to return to work.

11.4.7.2 Scheduled Employees

Employees working according to a posted schedule who are called back to work shall be paid a minimum of three **(3)** hours at overtime rates.

11.4.7.3 Phone Calls to Employees

Phone calls made by a supervisor from the workplace to an employee's personal/home phone number for work consultation

purposes shall be paid a minimum of three (3) hours at their hourly wage.

11.5 Unsocial Hours of Work Premium

Unless otherwise stated in this agreement, for time actually worked, an employee will receive an additional one dollar ($1.00) per hour for each hour or part of an hour of regularly scheduled work outside the hours of 8:00 a.m. to 6:00 p.m. Monday through Friday and for all hours worked on Saturday and Sunday. If the majority of an employee's hours of work fall outside the hours specified above, the premium will be paid for the entire work day.

Unsocial hours of work premiums do not apply to overtime.

11.6 Provision of Meal

Where an employee is required to work continuously beyond normal quitting time in excess of two **(2)** hours or is required to return to work for overtime purposes for a period in excess of four **(4)** hours, the employer agrees to provide a suitable meal.

11.7 Childcare Expenses

When an employee is required by a supervisor of the employer to be away from home overnight at the request of the supervisor or employer and when the employee has to hire someone to care for **their** children during this absence, childcare costs will be compensated by the employer to a maximum of **fifty dollars (**$50.00**)** per day per child under the age of sixteen **(16)** for childcare.

A signed receipt from the care provider must accompany the expense claim.

11.8 Provision of Tools

The employer shall supply all tools and equipment required by the employee in the performance of the employee's duties. Tools will be replaced when the employee produces the worn or broken tool. The employee shall return all tools and equipment upon leaving the employment of the university.

11.9 Bilingual Bonus

An employee shall receive a bilingual bonus of four percent **(4%)** per month providing the position requires, on a frequent and continuing basis, fluency in speaking, reading or writing in a language other than English, and the position is designated a bilingual position by the human resources department.

Employees may apply in writing to the human resources department, with a copy to the employee's supervisor, requesting a bilingual designation. Detailed justification supporting the request must be included.

11.10 Clothing and Protective Clothing

Clothing worn by employees at work will be neat and appropriate to the employee's duties.

Adequate protective clothing will be provided by the employer when the duties performed by an employee might result in the employee's clothing being soiled, destroyed or rendered unfit for further use.

Where employees are required to wear specific clothing or from a collection of specific clothing selected by the employer, the employer will pay the cost of the clothing and any alterations required.

11.11 Receipted Expenses

Employees will be reimbursed for reasonable receipted expenses not addressed in this agreement while on university business.

11.12 Employment Travel Expense

The employer will reimburse employees for travel expenses incurred in performing their duties provided approval is received prior to the travel occurring.

Employees shall be reimbursed for employment travel expenses in accordance with university policy, including any additional expenses referenced in Article 11.

11.13 Itemized Statement

The employer will provide, on each pay day, to each employee, an itemized statement of wages showing the month, hours, rates, deductions, etc. Upon request, personal material will be provided in sealed envelopes.

11.14 Pay for Temporary Performance of Higher-Level Duties

11.14.1 Within the Bargaining Unit

When an employee is expected to perform temporarily the duties of a higher paid position or is assigned those duties in writing by the employee's supervisor, the CUPE salary of the employee shall be adjusted from the date of reassignment to the greater of:

a) the step in the pay band of the higher paid classification which is next higher than the employee's current salary rate; or

b) a premium of eight percent (8%) of the employee's current salary rate; or

The employee will be paid at the higher rate for the duration of the assignment.

The employee has the right to refuse to perform higher-level duties.

11.14.2 Outside the Bargaining Unit

Prior to an employee performing duties outside the bargaining unit, the employer, the union and the employee shall meet to determine the terms of the assignment.

The employee has the right, at any time, to refuse to perform higher-level duties.

11.15 Administrative Errors

Administrative errors made relative to an employee's salary or benefit plans will be adjusted in such a way as not to prejudice the rights of the employee. In any instance where recovery is required, the employer and union will meet with the employee to develop a reasonable repayment schedule. Failure to agree will result in the employer implementing a reasonable repayment schedule.

ARTICLE 12 – PERFORMANCE EVALUATION AND INCREMENTS

The parties agree the purpose of performance evaluations is to provide the employee with an honest and fair assessment of performance. All persons involved in the review will undertake their roles seriously and with integrity, ensuring that statements, both verbal and written, refer to aspects of performance, are fair commentary and are based upon appropriate evaluation and evidence.

Changes to the performance evaluation form will be discussed with the union prior to alterations.

12.1 Process and Responsibilities

Annually, the supervisor or equivalent will initiate a performance review in February of each year with the CUPE member by forwarding a completed performance evaluation form to an employee under **their** direction. **The review shall be for the period ending December 31, and any salary adjustments resulting from it will take effect April 1.**

The employee will have ten (10) working days to review and prepare a response, at their discretion, as an attachment to the performance evaluation form before returning the form to their supervisor. The employee may request the assistance of a steward or designated union representative in preparing a response.

The employee may have a steward or designated union representative present as an observer during the performance evaluation discussion.

The employee shall sign the performance evaluation as proof the employee has read it; such signature shall not necessarily constitute agreement with the contents of the evaluation.

The supervisor is ultimately responsible for completion of the performance evaluation process, which includes discussing the performance evaluation with the employee, obtaining signatures and forwarding the performance evaluation form to the director of human resources where it will be placed in the employee's official file. The employer will forfeit the right to withhold an increment if the supervisor fails to complete the evaluation process by **April 1.**

Increments may be withheld only when the performance evaluation documents unsatisfactory performance of duties and the employer has made a reasonable effort to coach the employee about **their** work performance.

12.2 Performance Evaluation Grievances

The supervisor shall provide a copy of the completed performance evaluation form to the employee who shall have five **(5)** working days to review and prepare a response at their discretion. The employee may request the assistance of a steward in preparing a response.

The employee may include a response to the performance evaluation as an attachment to the performance evaluation form before returning the form to their supervisor.

If an employee does not agree with the contents or outcome of their employee performance evaluation, the employee shall have access to the grievance and arbitration process.

12.3 Changes to Anniversary Date

When an employee is reclassified under Article 37 to a higher pay grade or appointed to a new higher pay grade position, the date of the position change will become the employee's new anniversary date.

When an employee is laterally transferred to a position with the same pay grade or to a lower pay grade, an employee's anniversary date does not change.

12.4 Working Service

Working service includes annual leave and leave for jury duty. Working service excludes the cumulative total of all other absences greater than four **(4)** consecutive weeks during the annual performance review period, except for union leave.

Employees with **fifty-two (**52**)** full weeks of working service from their anniversary date are eligible for a full performance increment. **An employee with less than fifty-two (52) weeks of working service shall receive a pro-rated increment, provided that an employee has successfully completed their probationary period along with satisfactory performance review.**

Pay range ceilings apply.

An employee who takes maternity**/adoption/parental** leave will not be penalized for **their** absence from work. The employee will return to **their** employment status held at the commencement of the leave and the performance increment date deferred to account for a full year of working service. In addition, any general salary increases to the CUPE salary grid will be applied to **their** salary upon return.

12.5 Financial Exigency

The parties agree that performance increments are paid subject to satisfactory performance. If increments are withheld, any adjustments to salary, or compensation of any kind for individuals employed or funded by the university, directly or indirectly, shall be made on a basis that is fair, equitable and consistent in approach.

12.6 Preferential Treatment

In no case shall any increase be provided to a person not covered by this agreement that exceeds the average increase provided to persons within this agreement.

ARTICLE 13 – DISCIPLINE

13.1 Principle of Innocence and Burden of Proof

Both parties agree that an employee is considered innocent until proven guilty. In case of discharge or discipline, the burden of proof of just cause shall rest with the employer. Evidence presented shall pertain only to the grounds stated in the discharge or discipline notice to the employee.

The employer endorses the concept of progressive discipline in situations of poor performance. While the employer reserves the right to use any disciplinary action deemed appropriate, regardless of the order of the following clauses, the parties agree that, where possible, an employee should receive a verbal warning of inappropriate behaviour before written reprimands or other types of disciplinary action are taken.

Verbal reprimands shall not be documented in the employee's official file, are not grievable and shall be delivered in the presence of a steward or designated union representative.

13.2 Written Reprimand

If an employee is formally reprimanded concerning unacceptable conduct or performance, it will be done with steward or designated union representative present. A written reprimand including particulars of the work performance or behaviour, which resulted in the reprimand, shall be forwarded to the employee within ten **(10)** working days of the reprimand discussion with copies to the union

and the human resources department. A copy of the written reprimand will be placed on the employee's official file. An employee may respond in writing to the reprimand, and such response will become part of the employee's official file.

Written reprimands will be removed from the employee's file after two **(2)** years of subsequent employment during which no additional documented disciplinary action is taken.

Written reprimands are grievable by the union.

13.3 Written Warning

The union shall be notified of the issuing of a written warning forty-eight (48) hours (two **(2)** working days) in advance of the warning being given to the employee. The written warning shall be given to the employee with a steward or designated union representative present. Copies of the written warning will be forwarded to the union and the human resources department. A copy of the written warning will be placed on the employee's official file. An employee may respond in writing to the reprimand, and such response will become part of the employee's official file.

Written warnings will be removed from the employee's file after two **(2)** years of subsequent employment during which no additional documented disciplinary action is taken.

Written warnings are grievable by the union.

13.4 Suspension

The employer reserves the right to suspend an employee for just cause, with or without pay depending on the severity of the infraction, for a period of up to one **(1)** month. The suspension shall be given to the employee with a shop steward or designated union representative present. Confirmation of the action to be taken by the employer will be conveyed to the employee in writing by the human resources department as soon as possible, with a copy of the suspension letter simultaneously sent to the union. If the union considers the action unjustified, it shall have from the date the suspension begins or the notice is received by the union, whichever is later, fourteen **(14)** calendar days in which to file a grievance.

Suspension letters will be removed from the employee's file after two **(2)** years of subsequent employment during which no additional documented disciplinary action is taken.

13.5 Dismissal

The employer reserves the right to dismiss any employee for just cause. The dismissal shall be done in the presence of a shop steward or designated union representative. Written confirmation of the action taken will be conveyed to the employee in writing by the human resources department with a copy sent

simultaneously to the union. The employee shall be suspended for fourteen (14) calendar days with pay during which time the union shall have the opportunity to investigate the circumstances and state its case.

Unless a grievance is presented to the employer within the fourteen **(14)** day period following the receipt of a copy of a dismissal letter, the employee will be dismissed. If no just cause for dismissal can be proved, the employee shall be reinstated without loss of pay or with a lesser disciplinary action as the parties may agree is appropriate to the circumstances.

13.6 Benefits During Suspension

An employee's benefit plans will continue in full effect during any suspension.

ARTICLE 14 – RESIGNATION

An employee who resigns is expected to give at least one **(1)** month's notice in writing to the appropriate supervisor with a copy to the human resources department. The length of the notice period may be changed or waived by mutual agreement between the employee and the appropriate supervisor. (See Article 8.2.3.)

ARTICLE 15 – RETIREMENT

The pension plan referenced throughout Article 15 refers to the group retirement services pension plan addressed in Article 23.

15.1 Retirement Age and Benefit Coverage

Normal retirement is the first of the month coinciding with or following the employee's sixty-fifth **(65th)** birthday. By giving three **(3)** months**'** notice, an employee may retire any time in the ten **(10)** years preceding the normal retirement date.

An employee may continue working and defer receiving pension payments. After age **sixty-five (**65**)**, continued employment will be conditional on satisfactory annual performance evaluations. Contributions to the pension plan from both employee and employer will be made for employees working after the normal retirement date until the employee retires or until pension payments begin.

15.2 Special Arrangements

Without prejudice, the employer may propose a plan to an employee who is not eligible for retirement whereby the employee's employment may be discontinued in accordance with a special arrangement, including a suitable financial settlement. A member may submit a request to the employer to initiate such an arrangement.

The employer will keep the union and the employee who is eligible for such a special arrangement apprised of the basic terms of the arrangement with the understanding that there may be some flexibility in order to provide for the particular needs of the individual.

Without prejudice, the employer may offer an early retirement package to an individual employee or to a group of employees who are eligible to take early retirement and who meet certain conditions as outlined in the university's pension plan.

Whenever the employer proposes a plan for discontinuance of employment or assisted early retirement, the employer shall inform the union, in writing, of the terms of any such formal offer two **(2)** full days prior to making the formal written offer to the employee(s).

Any offer made in writing shall remain open for a minimum of thirty (30) days. Employees have the right to have a union representative participate in any discussion that may take place between the employer and the employee after the formal written offer is made to the employee.

Any agreement or arrangement concluded must be in writing. The arrangement will not take effect until the president, the affected employee(s) and the union have signed the agreement.

ARTICLE 16 – ENTRY AND RE-ENTRY FROM EXCLUDED POSITIONS

An employee who is appointed to a term position excluded from the bargaining unit shall cease membership and discontinue paying dues for the duration of the appointment provided the appointment is for more than one (1) calendar month**.** At the termination of the appointment to an excluded position, the employee shall automatically revert to **their** former position, become eligible for CUPE membership and commence paying dues. The employee shall have all the rights and privileges which are possible at the time, such as general salary increases and performance increments, restored effective the date of return to the bargaining unit, as if having been a CUPE member continuously throughout the period of appointment to the excluded position. Seniority will be adjusted accordingly provided the appointment is for more than one (1) calendar month.

Unless the union and the university mutually agree otherwise, the term position will not extend beyond **twenty-four (**24**)** months.

A university employee from outside the bargaining unit who is appointed to a position in the bargaining unit and who had previous continuous employment with the university, shall have all the rights and privileges which are possible at the time, such as annual leave entitlements except for the probationary requirement and seniority, as if having been a CUPE member continuously throughout their university employment. When

entitled, the employee's seniority shall date from the time the employee enters the bargaining unit.

ARTICLE 17 – STAFF REDUCTION

17.1 Determination

Should the employer determine a need to reduce the hours of work or eliminate any positions based on financial necessity, a reduced need due to restructuring, elimination or transfer of any university-sponsored programs or services, or as a result of a reduced need due to technological change, the affected permanent incumbent will be dealt with in the manner outlined below. (See Article 17.2.3.)

Term and casual employees are excluded from these provisions.

For an employee in a term position of indefinite length, the notice period for the purpose of Article 17.2.2 only, is deemed to commence with the notice of a specific termination date in that position.

17.2 Notice

17.2.1 Notice to the Union

The employer shall provide as much notice as possible to the union; however, notwithstanding, the employer shall notify the union in writing at least two (2) working days prior to notifying the affected employee(s) of the reduction in or elimination of their position(s). The following details will be provided:

a) the positions (title and location) that will be affected;

b) to what extent each position will be affected;

c) the reason for the intended reduction or elimination; and

d) the intended date of employee notification.

17.2.2 Notice to the Employee

The employer will provide the affected employee(s) with notice as required in accordance with the *Labour Standards Act of Saskatchewan*. In no instance will the employee(s) be given less than thirty **(30)** calendar days**'** notice.

The employer will notify each employee and the union in writing:

a) of the reduced hours or elimination of the position;

b) of the reason for the reduced hours or elimination of the position; and

c) of whether the employer intends for the employee to remain employed in **their** position with the university during the notice period or that the employee will receive pay in lieu of the notice period prorated.

If the employee qualifies, the employer will include the details of an offer of assisted early retirement as part of the notification package to the employee. (See Article 17.3)

Within five **(5)** working days of the reduction notification to the employee, the employer shall supply the employee with the following information for bumping consideration:

a) CUPE seniority roster;

b) position description or job posting, whichever is most recent, for positions that qualify and have an incumbent with less seniority than the bumping employee; and

c) current work schedule of above-mentioned positions.

Throughout the notice period the employer will provide the affected employee(s) with reasonable information such as position descriptions and/or job postings toward informed decision-making regarding other suitable employment opportunities at the university.

In addition, the human resources department will offer counseling services. The employee may be referred to other sources for additional counseling based on need. A union representative, elder or other support person (excluding a parent, spouse, son or daughter) may be present at meetings with human resources.

17.2.3 Technological Change Consultation

In an attempt to keep employees apprised of current and anticipated modifications to the day-to-day work techniques of various classes of employees, the employer and the union agree to meet from time to time as necessary. In addition, when the human resources department becomes aware of impending significant technological change at the university, it will undertake to call such a meeting.

In cases of technological change, which directly affects conditions of employment, the employer and the union agree to enter into consultation at the request of either party.

Consultation may include such things as:

- the nature of change to be introduced;
- timing of such; reassignment of duties;
- effects on terms and conditions of employment;
- plans for retraining relative to existing employees adapting to new equipment or work methods;
- establishment of a rate of pay to be provided during training and arrangements for the costs of materials and/or tuition;
- arrangements for assessment of an employee's suitability for training;
- arrangements for periodic assessment of an employee's progress while in training.

17.3 Assisted Early Retirement

17.3.1 Assisted Early Retirement Offer

If the employee qualifies, the employer will include the written details of an offer of assisted early retirement as part of the notification package to the employee. The employer will inform the union of the terms of the offer. (See Article 15.)

17.3.2 Notification by the Employee

The affected employee may elect to accept the early retirement offer by notifying the human resources department, in writing, within fourteen **(14)** calendar days of written notice from the employer. Upon election of this option, the employee will forego any other options outlined in Article 17.

An employee opting to accept an offer of assisted early retirement will cease being an employee on the first calendar day after **their** notice period from the employer expires, foregoing any further rights under this agreement unless otherwise specified in this agreement. The first calendar day after **their** notice period expires shall also be deemed the employee’s retirement date.

17.4 Redeployment and/or Retraining

17.4.1 Redeployment and/or Retraining Offer

The employer will make every attempt to provide employees with offers of redeployment or retraining. Such training may be for an existing permanent position, a new permanent position or to supplement an employee's skills.

The employer will include written details of an offer of redeployment and/or retraining as part of the notification package to the employee. The employer will notify the union of the terms of the offer prior to presentment to the employee. The affected employee may elect to accept the offer of redeployment and/or retraining by notifying the human resources department, in writing, within fourteen (14) calendar days of written notice from the employer.

17.4.2 Provisional Period

A permanent employee who is transferred shall be appointed provisionally for three **(3)** months, during which time performance will be appraised. Such appraisals will be discussed with the employee in the presence of a steward if the employee so chooses.

An employee who successfully completes the provisional period shall be declared permanent in the position and will forego any other options outlined in Article 17.

At the discretion of the human resources department, the provisional period may be extended by the cumulative length of any period(s) of absence from work for more than five **(5)** consecutive days. In the event this happens, the employee will be notified in writing at least two (2) weeks prior to the extension.

Notwithstanding the above, the provisional period may also be extended by a period of up to three **(3)** months if mutually agreed to in writing by both parties to this agreement.

At the end of the provisional period, if the employee has not performed satisfactorily, the employee shall be provided the balance of their options under Article 17.

17.5 Termination and Severance

17.5.1 Notification by the Employee

Subsequent to the notification of reduced hours in or the elimination of an employee's position, the employee may elect to terminate employment and receive severance pay by notifying the human resources department within fourteen **(14)** calendar days of written notice from the employer. Upon election of this option, the employee will forego any other options outlined in Article 17.

17.5.2 Termination Date

The employee will cease being an employee on the first calendar day after **their** notice period from the employer expires, foregoing any further rights under this agreement.

17.5.3 Calculation of Severance Pay

Severance pay shall be calculated at a rate of one **(1)** month's pay at the employee's current rate of pay for each full year of working service. Partial years of employment shall be prorated for this calculation. Regardless of years of working service, the maximum amount payable by way of severance shall be limited to twelve (12) months' pay and payable to the employee on the last day of their notice period. (See Article 17.7.8)

17.6 Bumping

17.6.1 Notification by the Employee

If the employee does not elect early retirement (where applicable), redeployment and/or retraining as offered, layoff and recall or termination and severance, the employee may elect to exercise bumping rights by providing written notice to the human resources department within fourteen (14) calendar days of written notice from the employer, including notice of which position the employee wishes to bump. Upon election of this option, the employee will forego any other options outlined in Article 17.

17.6.2 Bumping Rights

Only permanent positions will be considered for bumping. An employee may bump another union member with less seniority. For the purposes of this paragraph, the Regina Campus, the Saskatoon Campus, the Northern Campus and NSDT shall each be treated as one campus.

Employees choosing to bump to another campus will be responsible for moving expenses.

Bumping rights shall accrue as follows:

a) First into a job title where the position is similar to the employee's current position (same pay grade) provided that the employee meets the minimum qualifications for the job.

b) Second, into any position at the same or lower pay level provided that the employee meets the minimum qualifications for the job as it was last posted or evaluated, as the case may be, except when the employer can demonstrate to the union a *bona fide* change in the position requirements.

c) Employees who bump into a different job title and pay grade shall be placed on a provisional period.

d) The employee who is bumped shall immediately have access to the provisions of Article 17 except that the requirement for notice, Article 17.2, will not apply. If there is advance notice of a bump occurring, the affected employee shall be dealt with in accordance with Article 17.4, and all subsequent clauses in this article to the extent that time and opportunity permit.

The employee will be placed into the new position on the first working day following the notification period from the employer.

Notwithstanding the provisions of Article 17.6, at the request of the employee, the employer and the union may agree on another arrangement, without prejudice, for a bumping situation. The employee must submit a letter requesting special consideration to the human resources department prior to the mid-point of the employee's notice period from the employer.

17.7 Layoff and Recall

An employee who does not notify the human resources department of their intention within the notification periods as outlined in Article 17, will be laid off subject to recall.

Laid off employees shall be advised of re-employment options by the employer in the presence of a union representative.

17.7.1 Applications for Re-Employment

Laid off employees shall provide the human resource department with a current resume within fourteen (14) calendar days of the start date of their lay off. When a new bargaining unit position is created or a position becomes vacant, the employer will automatically enter the laid off employee's name with the names of other applicants from within the bargaining unit. The position will be filled in accordance with Articles 9.2 and 9.4.

17.7.2 Election to Work Casual or Term

The employee may elect to work in available casual or term positions for which they have the qualifications and ability to perform the duties required for the position, without prejudicing their right to recall. Such casual or term employment shall suspend the employee's cumulative layoff for the duration of the employment. Upon expiry of the term position or if the employee fails the provisional period, the employee will be returned to cumulative layoff status.

17.7.3 Reporting for Duty

If a laid off employee is successful in their application to a posted position in Article 17.7.1 above, they shall report for duty on a mutually agreed

date. If there is no mutually agreed date, the employee shall report for duty as specified in the appointment letter sent by registered mail to the employee's last known address. Failure to report for duty as specified will automatically cancel the awarding of the position to the employee. The employee will remain on layoff status. The employer will then award the position to the next qualified applicant. If the next or subsequent successful applicants are also on layoff, this clause will continue to apply until the position has been filled.

17.7.4 Decline of Offer

If a laid off employee is awarded a posted position through the application of this article, they shall be allowed one occasion in which to decline a position or fail to respond to an appointment. If the employee fails to respond to a second appointment or declines the awarding of the position on a second occasion by failing to report for duty within the ten **(10)** calendar day period, the employee's employment shall be terminated unless the failure(s) to return to work have been because of circumstances beyond the employee's control.

17.7.5 Address Advice

It shall be the responsibility of all employees, including those laid off, to keep the human resources department advised in writing of any changes to their address and/or telephone number. The union will not hold the employer responsible for their inability to contact an employee due to an outdated address or telephone information.

17.7.6 Provisional Period on Recall

Employees who are recalled from layoff to a permanent or term position shall be considered to be on a provisional period in accordance with Article 9.5. If their performance is deemed to be unsatisfactory within this period of time, they will be returned to layoff and not recalled to the same position. The time spent in the position in question will not be included in the calculation of cumulative layoff.

17.7.7 Salary Administration

An employee who is recalled to or bumps into a position in a lower pay grade than their previous position, shall be offered the salary within the new pay grade that takes into account the employee's previous working service within the bargaining unit.

17.7.8 Severance After Layoff

When a permanent employee has been laid off for a cumulative period of twelve **(12)** months without having successfully regained permanent employment, or the employee chooses to give up their recall rights, the employee will be considered severed and will be issued severance pay.

17.7.9 Grievances

Grievances concerning layoff and recall shall be initiated at Stage 2 of the grievance process.

17.7.10 Benefits During Layoff

The laid off employee may make arrangements with the human resources department to continue paying the employee portion of the premiums for supplementary health care and/or dental care throughout the first six (6) months of the cumulative layoff period. The employer will continue to pay the employer's portion of those premiums selected by the employee. Should the employee choose to give up their recall rights, premium payments will be discontinued except where the employee is **fifty-five (**55**)** or will reach the age of **fifty-five (**55**)** in the year of layoff or during the year after the year of layoff. In these instances, Article 15.1 will apply.

ARTICLE 18 – CLEARANCE UPON TERMINATION

Upon termination of employment, the final salary cheque will be issued within six (6) days of the last day on payroll, or as soon thereafter as all financial and material obligations of the employee to the employer are satisfied. Such obligations may include, but are not limited to, the return of all keys, identification cards, library cards, audio-visual and other equipment, and reimbursement for goods, services and outstanding travel advances.

ARTICLE 19 – PAYMENT TO ESTATES OF DECEASED EMPLOYEES

When an employee has died, the employer will pay to the beneficiary as designated and specified by the employee in writing, the employee's salary up to the date of death in full, minus normal deductions. In the event of failure to designate a beneficiary, the employer shall make payment to the estate of the deceased employee.

ARTICLE 20 – HOLIDAYS

20.1 Named Holidays

Notwithstanding Article 1.3, the employer recognizes the following paid holidays:

New Year's Day
Indian Government Day
Family Day
Good Friday
Victoria Day
First Nations Solidarity Day
Canada Day

Saskatchewan Day
Labour Day
National Day for Truth and Reconciliation
Thanksgiving Day
Remembrance Day
Provincial First Nations Unity Day
Christmas Day
Boxing Day
Treaty Day (on the treaty day of the employee's band)

The Christmas break will be the period designated by the University of Regina and will be with pay including December 25, 26**,** and January 1.

The parties agree that the university may, in order to keep its calendar consistent with the University of Regina's calendar, move specific First Nations holidays as necessary. The employer will post a paid holiday schedule for the current year in January of each year.

Employees scheduled to work during the Christmas break will receive pay at time and one half **(1 ½)** at their current hourly rate as determined by instructions in Schedule A of this agreement, for all hours worked along with any other holiday pay provisions as outlined in this agreement.

a) Notwithstanding Article 20.1:

Christmas Break: Daycare Staff
Both parties recognize that the Ministry of Education-Early Years Branch requires the Child Care Centre to remain open during this time, therefore Child Care employees are required to work this period, including all days not recognized as a statutory holiday. Employees will need to submit a leave request for if time off during this week is requested.

20.2 Holiday Pay
Every full-time worker will receive one **(1)** day's pay for each of the above**-**named holidays.

Each less than full-time worker will receive holiday pay based on the employee's total paid hours (exclusive of overtime) in the four **(4)** weeks preceding the holiday divided by **twenty (**20**)**.

a) Notwithstanding Article 20.2:

Daycare Staff
Upon completion of the probationary period, an employee's choice of either Easter Monday or an alternate day in lieu within the calendar year. In the event a conflict between employees as to who shall have the designated

holiday of their choice, the senior employee shall be allowed preference in the first instance. If the conflict continues in subsequent years, the employees shall alternate preference.

20.3 Observation of Named Holidays

Excluding the First Nations holidays, if the holiday falls on a Saturday or Sunday, the holiday will be observed on the following Monday. If both the Saturday and Sunday are holidays, the holidays will be observed on the following Monday and Tuesday.

20.4 Compensation for Work on a Holiday

An employee who works on a holiday at the request of the employer and is not approved to take another mutually agreed day off in lieu, shall be paid time and one-half for all hours worked in addition to the holiday provided in Article 20.2.

20.5 Closure Due to Inclement Weather or Other Emergency

When the employer issues a notice that university offices are closed due to inclement weather or other emergency, employees will not be deducted pay because of the notice. Employees who are required to report to work will receive the equivalent of straight time off and their regular pay.

The employer will post notices of closure on the university web site as well as by e-mail to all employees at the location(s) affected.

ARTICLE 21 – ANNUAL LEAVE

21.1 Accumulation

The following provisions apply to full-time employees. Annual leave entitlements shall accumulate according to the number of consecutive years of service with the employer as follows:

Less than five **(5)** years of service – 1.66 days per month
Five to ten **(5-10)** years of service – 2.08 days per month
Over ten **(10)** years of service – 2.50 days per month

Annual leave entitlements shall be accrued on a prorated basis for all regular part-time employees. Casual and term employees who are appointed for a period of less than one **(1)** year. They will not be granted annual leave. Their pay will include an amount of 4/52nds of salary as vacation pay.

Service excludes all employment time with the unpaid absences in excess of four (4) consecutive weeks with the exception of casual union leave and Article 28.

21.2 Annual Leave Year

Employees do not require permission to carry over annual leave entitlements as long as all annual leave entitlements accrued by August 31 of any year are taken by August 31 of the next year. Employees shall advise their supervisor if they plan to carry over annual leave entitlements to the following year.

21.3 Special Circumstances

In special circumstances employees may have consideration given to annual leave arrangements outside of Article 21.2 by submitting a written application to their supervisor with a copy to the human resources department.

Other than as provided for in Article 21.1, no arrangement will be made for pay in lieu of annual leave except in the case of annual leave not being taken by an employee because of a written request by the employer resulting from unusual circumstances.

21.4 Time of Annual Leave

Employees, insofar as the regular operation of the department permits, will be allowed to take their annual leave at the time they request.

The employer shall make a reasonable effort to permit employees to take all accumulated annual leave at one time if so desired by the employee.

As far as possible, annual leave shall be arranged to secure equal opportunities of advantageous periods to all employees without regard to seniority.

21.5 Named Holiday During Annual Leave

When a named holiday falls within an employee's annual leave, such employee shall be granted one **(1)** additional day of annual leave. (See Article 20.)

21.6 Annual Leave for Shift Employees

Shift employees annual leave shall commence the day following an employee's weekly day or days off, unless otherwise mutually agreed.

21.7 Approved Absence During Annual Leave

Where, in respect of any period of annual leave, an employee:

a) requires bereavement leave as per Article 30**;** or

b) requires sick leave as per Article 29 or receives short-term disability benefits as a result of being seriously ill, seriously injured or hospitalised, or

c) is granted other approved leave of absence;

The period of annual leave so displaced shall be either added to the employee's annual leave entitlement or reinstated for use at a later date.

21.8 Requests for Annual Leave

Requests for annual leave must be made in writing or through the university's leave management system. The employee is expected to provide at least two (2) weeks' notice of **their** intent to take annual leave of greater than five (5) consecutive days. In all other cases the employee is expected to provide at least twenty-four (24) hours' notice unless it can be shown that there is an extenuating circumstance.

In an emergency, an application may be made by telephone (to be confirmed in writing) where the particular circumstances warrant it. Such applications shall not be unreasonably withheld.

ARTICLE 22 – EDUCATION LEAVE AND CAREER DEVELOPMENT

22.1 Recognition

The employer recognizes that educational advancement and professional development of its employees is a mutual benefit and will therefore provide career counseling, leaves and assistance as outlined below.

22.2 Career Counselling

The director of human resources will, upon request, meet with an employee to discuss current and/or future career possibilities and any additional training required to prepare the employee for professional advancement. The director of human resources may refer the employee to other sources for additional counselling.

22.3 Taking Classes

22.3.1 University Classes

Employees are encouraged to take classes offered by the First Nations University or the University of Regina. The work schedule of an employee may, by mutual written agreement between the employee and the supervisor, be arranged in order to permit a class to be taken during the day. Permission will not be unreasonably withheld. If permission is withheld, a written explanation will be provided by the supervisor to the employee with a copy to the human resources department.

The tuition and required fees for one credit or non-credit class per semester at the First Nations University or the University of Regina will be paid by the employer for employees. The maximum tuition per class, paid by the employer, shall not exceed that for a three-credit hour class. The maximum assistance is tuition and required fees and the cost of required textbooks.

An employee may make a written request to take a university class to the appropriate supervisor with a copy to the human resources department, outlining the benefit to the employee and the employer, at least **sixty (**60**)** days prior to the start date of the class and must be approved or denied by the supervisor within fourteen (14) days of the submitted request. The supervisor shall consider the employee's career goals and the impact the member's absence will have on the work unit in determining whether or not to approve the employee's request. Should the request not be approved, the supervisor shall provide a written explanation to the employee with a copy to the human resources department.

Any employee who qualifies for educational assistance on the basis of aboriginal ancestry is required to pursue such funding prior to requesting assistance from the employer. In the event educational assistance on the basis of aboriginal ancestry is not approved for the employee, the employee will be required to provide proof of registration in the class.

The employer will pay the tuition and required fees on behalf of the employee with the understanding that if the employee does not successfully complete the course, the employer will recover tuition costs by deduction from the employee's pay.

22.3.2 Classes Other than University Classes

In place of tuition, for one **(1)** class per semester at the First Nations University or the University of Regina, the employer may pay tuition, and course fees for other classes at another post-secondary institution provided the First Nations University or University of Regina does not offer an equivalent course, and it is mutually beneficial to the employee and the employer.

The employee may apply to the supervisor outlining the course, fees, dates, times and any other relevant information about the course during the semester before the class is scheduled to begin and must be approved or denied within **fourteen (**14**)** days of the submitted request. Should the request not be approved, the supervisor shall provide a written explanation to the employee with a copy to the human resources department.

22.4 Education Leave

An employee having three **(3)** years of continuous employment with the First Nations University may apply for education leave. The employee shall submit a written request to the supervisor, with a copy to the union and the human resources department stating the length of the leave and the nature of the educational program at least six **(6)** months prior to the commencement of the leave.

Education leave may be for up to two **(2)** years and the employee may apply for funding up to **eighty percent (**80%**)** of annual salary; however, an employee who qualifies for educational assistance on the basis of aboriginal ancestry is required to pursue such funding first. The human resources department will review the application and inform the employee at least five **(5)** months prior to the commencement of the leave whether the leave has been approved and the amount of funding available. Application of this article will be fair and equitable between individuals and departments and approval will not be unreasonably withheld.

The human resources department shall draw up an educational leave agreement outlining the terms and conditions of the leave including the manner of repayment if the member does not complete the terms and conditions of the leave. The agreement shall be signed by the employee, the appropriate supervisor, the director of human resources and the vice-president of finance and administration. Signed copies will be provided to the employee and the union and placed in the employee's official personnel file.

Pension and benefits provisions under Article 23 will continue during the leave with pay period, if the employee on leave continues to pay the employee's share.

Sick leave and annual leave entitlements will not accrue.

At the expiration of the leave, the employee will return to their former position and at the same pay grade as when the position was vacated and will be granted all the rights and privileges associated with employment except where otherwise stated in this agreement.

In exceptional cases and upon agreement between the employer, the employee and the union, the above time limits may be waived and will be confirmed in a written agreement signed by the above-mentioned parties.

22.5 Professional Development Leave

The parties to this agreement recognize that professional development is an important part of an employee's growth and career development and that the employer will support employee attendance at work-related workshops, seminars, conferences and training courses. During the annual performance review, the employee and the supervisor should review the career development of the employee and develop a systematic approach to achieving mutually agreed upon goals.

22.5.1 Employer Directed Development

Where the employer requires an employee to take a specified course, the employer will pay the cost and associated expenses of the course. When an employee requires time off to attend a course, the employer will provide time off with pay. Where required classes are taken outside an

employee's normal working hours, an equivalent number of hours off work will be provided.

Employer directed development shall pertain to but not be limited to employee's who are required to upgrade the knowledge, skills and abilities requirements as stated on the current job description for that position.

22.5.2 Employee Requested Development

All leaves and financial agreements must be concluded prior to the seminar, course, conference or similar program. In the event an arrangement could not be concluded prior, then the supervisor shall reasonably determine to deny or allow the leave with pay.

Employees may apply to their supervisor for permission to attend work-related workshops, seminars, conferences and training courses, including First Nations cultural development opportunities. A written response to the request shall be made within fourteen (14) calendar days. If leave is granted, it shall be with pay.

22.6 Financial Assistance

An employee may apply for financial assistance from the employer to participate in approved development opportunities; however, an employee who qualifies for educational assistance on the basis of aboriginal ancestry is required to pursue such funding first.

Pending approval of band or Metis funding, an employee must make application for funding before June 1 of each year and the employer must render a written decision to the employee by July 15 of that same year.

The written application to the First Nations University shall include a concise budget for approval and must be submitted to the human resources department along with the written recommendation and justification of the employee's supervisor.

Normally, the maximum assistance is reimbursement of registration fees and/or tuition, and assistance with book purchases and travel. Financial assistance with accommodations may or may not be considered by the employer.

ARTICLE 23 – EMPLOYEE PENSION AND BENEFITS PLANS

The employer may only modify employee pension and benefits plans following consultation with employees through their representatives on the joint pension and benefits committee and subject to Article 2.1.

The bargaining unit shall have up to two **(2)** representatives on a joint pension and benefits committee comprised of each user group covered by the employee pension and benefits plans.

The employer shall convene a joint pension and benefits committee meeting within thirty (30) days of a written request being made by a bargaining unit committee representative. A reason for a meeting must be provided in the written request and the employer will not deny a reasonable request.

All permanent employees, and term employees with appointments longer than one (1) year will be enrolled in the employee pension and benefits plans. Term employees whose appointments extend beyond one (1) year are eligible to participate in the pension and benefits plans on the first pay period coinciding with or next after the date of completion of one (1) year of service. Permanent and term part-time employees are eligible to participate in the pension and benefits plans on the first pay period coinciding with or next after the date of completion of one (1) year of service. (See Article 21.1 for the definition of “service”.)

23.1 Pension Plan

For all employees who are eligible to join the plan, enrolment in the group pension plan is a condition of employment.

23.1.1 Payment of Contributions

The employer contributes a matched amount of the employee’s contribution to the pension plan as follows:

Effective **October 1, 2023,** pension contributions will remain for both parties at **seven percent (7%).**

23.1.2 Principles Governing the Pension Plan

The parties agree that the pension plan defines a form of deferred compensation that exists for the sole benefit of the members of the pension plan and their beneficiaries. Any surplus will be used for the benefit of the members and their beneficiaries.

23.2 Group Insurance

For all employees who are eligible to join the plan, participation in the group insurance plan is compulsory.

23.2.1 Life Insurance/Accidental Death and Dismemberment

The employer shall offer life insurance and accidental death and dismemberment insurance at no cost to each employee.

23.2.2 Weekly Indemnity/Long-Term Disability

The employer shall offer weekly indemnity and short and long-term disability insurance at no cost to each employee.

23.3 Dental and Extended Health and Vision Care Benefits Plans

All CUPE staff members, their spouses, and their eligible dependents shall be covered by a dental plan and an extended health and vision care benefits plan. All eligible CUPE staff members, upon hiring, shall be enrolled in the plans and continue to be enrolled unless they opt out of the plan by completing the necessary forms. The employer and the members shall share equally the cost of premiums for these plans.

The employer shall provide CUPE with information concerning premiums and claims as reported to the employer by the insurance provider. There shall be an annual meeting with representatives of the insurance provider, the employer, and CUPE to discuss issues of common concern. Members of the pension and benefits committee shall be invited to this meeting.

23.4 Employee Benefits During Leave of Absence Without Pay

23.4.1 Leave Without Pay for Four (4) Consecutive Weeks or Fewer

If the leave without pay is for four **(4)** consecutive weeks or fewer, employee benefit coverage and payments by the employer remain the same.

23.4.2 Leave Without Pay for More Than Four (4) Consecutive Weeks

In instances of weekly indemnity/long-term disability, education leave or parental leave, the employer will continue to maintain the group insurance plan coverage and the employer's share of dental and extended health and vision care benefits premiums and pension plan contributions, if the employee continues to pay the employee's share.

In instances of layoff, no contributions will be made to the pension plan. To maintain coverage in the group insurance plan and dental and extended health benefits plans, see Article 17.7.10.

In any case, all coverage will terminate after a full twelve **(12)** month period of leave of absence without pay.

23.5 Flexible Spending Account (FSA)

Each permanent employee, at the conclusion of the elimination period, shall be provided with an FSA in the amount of **nine-hundred dollars ($900.00)** effective January 1, **2024, and each calendar year hereinafter. During the first year of service, it will be pro-rated based on the start date of the employee.**

This FSA will allow employees to supplement their benefit programs. Once per year, prior to end of the last business day of November, members may direct the allocation of their FSA credits to one or both of the following:

a) Health care spending account; or
b) Personal spending account (taxable)

Both accounts are subject to Canada Revenue Agency regulations. Should no election be made, all credits will default to the health care spending account.

23.6 Coverage

If the following creates any compliance issues with the administration of pension, group insurance, dental or extended health and vision care benefits plans, the plans shall govern.

Where a benefit plan provides for a benefit to a spouse, that benefit shall be available or payable to a same sex spouse; and where the plan provides for benefit to a child, that benefit shall be available to the child of a same sex spouse.

The meaning of spouse for benefit plan purposes shall be as defined in Section 29.3 of *The Labour Standards Act*. A child shall mean a child of an employee or spouse.

23.7 Annual Statement

Annually, the employer shall provide to each employee a detailed statement, which outlines in clear terms each of the benefit plans under which the employee is covered, and the benefits, which the employee derives from the plans.

23.8 Employee Family Assistance Program (EFAP)

The employer will continue to provide at no cost to all eligible employees, an employee family assistance program**.**

ARTICLE 24 – RE-ENTRY INTO THE WORKPLACE (AFTER LONG-TERM DISABILITY)

The employer agrees to consult with the union on any accommodation requirements as governed by *The Human Rights Code* for an employee returning from disability leave.

An employee who has been away for a period greater than thirty-six (36) months shall not be entitled to return to their previous position. The employer shall give the returning employee first opportunity for the next three **(3)** available positions they are sufficiently qualified to perform.

ARTICLE 25 – INSURANCE

25.1 Liability Insurance

The employer shall maintain liability insurance to protect itself against claims arising out of actions by officers and staff members of the First Nations University of Canada acting in an authorized capacity on behalf of the university.

25.2 Travel Insurance

The employer will cover the employee with travel insurance when the employee is traveling with the authority of the employer, whether or not at university expense.

ARTICLE 26 – LEAVE FOR COURT, INCARCERATION OR JURY DUTY

26.1 Leave for Court Appearance or Incarceration

In the event an employee is accused of an offence which requires a court appearance, the employee shall be entitled to leave of absence without pay and without loss of seniority or accrued benefits, such leave to cover time required for pre-trial legal consultation, court appearance and pre-trial legal custody.

In the event of being found guilty of an offence not involving the university, the employee may be granted leave of absence without pay to cover the period of incarceration.

26.2 Leave for Jury Duty or Court Summons

When an employee is summoned for jury duty or as a court witness, the employee shall not suffer any loss of salary or wages while so serving, except in situations where testifying on the employee's own behalf. Remuneration paid to the employee by the court must be turned over to the employer; however, this will not include expenses paid by the court.

ARTICLE 27 – POLITICAL OFFICE, UNION AND SECONDMENT LEAVE

27.1 Leave to Seek Nomination or Election

Upon written request to their supervisor, the employer shall grant an employee leave of absence without pay to seek nomination as a candidate and to be a candidate in a municipal, provincial, federal, First Nations or Metis government.

27.1.1 Notice

The employee shall inform their supervisor when deciding to seek candidacy **upon nomination**, shall make every attempt to give the longest possible notice and shall actively co-operate in all arrangements for the uninterrupted continuation of the employee's work.

27.1.2 Upon Election to Hold Office

Should the employee be successful in **their** bid for office, the employee may be required to resign or to take partial or complete leave without pay, depending on the requirements of the employee's responsibilities and the employer's ability to suitably replace the employee. Such resignation or leave will be effective the date **they** take office. The leave shall be for a specific term and may be renewed **for a maximum of twenty-four (24) months from the date the leave was granted**. This section will be fairly and reasonably applied in light of all of the circumstances surrounding the elected position.

27.1.3 Return to Employment After Term in Office

At the expiration of the leave, the employee may return to employment with the First Nations University of Canada at the same pay level as when their position was vacated. The employee's seniority shall be retained but not accumulated during the period of absence. In the case of partial leave, seniority accumulation will be prorated.

27.1.4 Return to Employment if Election to Office Unsuccessful

Should the employee be unsuccessful in **their** bid for office, **they** shall return to the position and pay level **they** held at the time the leave was granted.

27.2 Secondment Leave

An employee selected for a temporary position with another First Nations government, agency or educational institution, may be granted leave of absence without pay for a period of up to one **(1)** year. No extensions beyond one **(1)** year shall be granted. The employee's seniority shall be maintained but not accumulated during such leave.

No employee will be required to accept assignment with another employer.

At the end of the secondment, the employee shall return to the position and pay level **they** vacated**.**

27.3 Casual Union Leave

The employer agrees that leave of absence with pay and benefits (subject to the union providing full funding to the university) shall be given to any designated employee on leave for union business, such leave of absence to be granted for a period not to exceed six (6) months. Requests for all leaves for union business funded by the union will be made by the union in writing to the employee's supervisor with a copy to the human resources department. Permission for an employee to attend to union business will be conveyed within forty-eight (48) hours of receipt of the request, except in the case of leave for more than five (5) working days, in which case the permission will be granted within ten (10) working days of when the written request is received by the supervisor.

In addition, the employee concerned shall notify the immediate supervisor as soon as becoming aware that a request for union leave is going to be made by the union.

An employee on such leave shall return to their former classification, position and salary, subject to any general increases.

ARTICLE 28 – MATERNITY/ADOPTION/PARENTAL LEAVE OR CHILD IN CARE UNDER 18 MONTHS

28.1 Service Requirements for Maternity/Adoption/Parental Leave/Child in Care
An employee shall qualify for maternity/adoption/parental leave (leave of absence without pay) after successful completion of the probationary period.

The employer shall not deny a pregnant employee the right to continue employment during **their** pregnancy provided **they** can supply a medical certificate as to **their** fitness to do so, if so requested.

28.2 Length of Maternity/Adoption/Parental Leave/Child in Care
Maternity/adoption/parental leave shall cover a period of up to fifty-two **(52)** weeks in total and may be taken at the employee's discretion before and/or after the birth or adoption of a child. The leave shall normally be taken within fifty-two (52) weeks of the birth or adoption of the child.

28.3 Supplementary Employment Benefits
Provided they are in receipt of HRDC Employment Insurance Benefits, **an employee** on maternity leave, or an employee who has declared to the human resources department that the employee is the primary caregiver of the child, will receive the difference between Employment Insurance Benefits received from Human Resources Development Canada and ninety-five percent **(95%)** of the member's salary, chargeable to the employee’s accumulated sick leave benefits, while on leave for a maximum of fifteen (15) weeks, subject to the condition that the member's earnings (from employment insurance, earnings and any other source) cannot exceed one hundred percent (100%) of pre-leave earnings.

The employee's accumulated sick leave and vacation leave at the time the leave commences shall be retained to the employee's credit.

Benefits will be in accordance with Article 23.

28.4 Seniority Status During Maternity/Adoption/Parental Leave/Child in Care
The employee shall continue to earn seniority during the leave.

28.5 Return from Maternity/Adoption/Parental Leave/Child in Care

When an employee decides to return to work after leave, the employee shall provide the employer with at least two (2) weeks notice. On return from maternity/adoption/parental leave, the employee shall be placed in the employee's former position, classification and salary, subject to any general increases. The employee's increment dates will be set back by the total of any maternity/adoption/parental leave in excess of fifty-two (52) weeks.

ARTICLE 29 – SICK LEAVE

29.1 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, quarantined by a duly authorized medical person, or under examination or treatment by a physician, including donation of organs, chiropractor or dentist, donating blood or because of an accident for which compensation is not payable under *The Workers' Compensation Act*.

29.2 Rate of Accumulation

Full-time employees shall earn cumulative sick leave at the rate of 1.25 days per month during each calendar year to a maximum of seventy-five (75) days in total. Regular part-time employees will earn sick leave on a prorated basis.

29.3 Application for Disability Benefits

Employees shall, as soon as practical, apply for short- and long-term disability benefits in accordance with their group disability insurance policy.

29.4 Entitlement on Termination

When an employee terminates employment, **they** shall not be entitled to a payout resulting from earned and unused sick leave.

29.5 Illness in the Family

An employee may use up to seven (7) sick leave days in a calendar year (January 1 to December 31) in the event of a crisis involving the care of a sick child, dependent grandchild, elderly parent or spouse when no alternative care is available.

29.6 Notification and Proof of Illness

In the event that an employee is unable to report to work due to illness, **they** shall make every effort to notify **their** immediate supervisor at least one**-**half hour before their regular start time each day. A member absent for three **(3)** consecutive days due to illness of either the employee or **their** child, dependent grandchild, elderly parent or spouse may be required to submit a medical certificate immediately upon return to work.

29.7 Time Off for Medical Examinations

Employees shall make every effort to schedule routine medical, dental and optical examinations during non-working hours. When an employee requires time off from work for these reasons, such time shall be charged against sick leave credits.

29.8 Absence in Excess of Sick Leave Credits

Any employee who fails to meet the requirements respecting sick leave or is absent in excess of earned sick leave credits may be considered to be absent without pay and **their** pay may be deducted to reflect such absence.

29.9 Utilization of Unearned Sick Leave Credits

Notwithstanding Article 29.2, in any calendar year, an employee may utilize a maximum of fifteen **(15)** unearned sick leave days, provided that if the employee resigns or employment is terminated, **they** shall reimburse the employer by deduction from the final pay cheque for sick leave taken in excess of sick leave credits actually earned.

29.10 Utilization of Earned Sick Leave Credits While on Short Term Disability

Employees shall, as soon as practical, apply for disability benefits from the Group Insurance Plan. Employees will receive their normal salary and benefits up to the amount of sick leave credits available. Sick leave usage will be prorated based on the difference between the employee's salary and the disability benefit.

29.11 Wellness Days

Employees may use up to three (3) wellness days per calendar year, which are not to be taken consecutively and will not accumulate from one year to the next. Such leave will be taken from the employees' sick leave accumulation.

29.12 Pressing Necessity Leave

'Pressing necessity' leave of up to three (3) days per year charged to sick leave will be granted to employees, at the discretion of their supervisor, to deal with urgent matters that may occur under unusual circumstances and that may include but are not limited to unforeseeable events such as fire or accidents, more dramatic personal or family situations, etc.

ARTICLE 30 – COMPASSIONATE LEAVE

30.1 Grave Illness or Death - Immediate Family

An employee shall be permitted to take up to a total of five (5) days comprised of five (5) days with pay in instances where there is a grave illness or death of any of the following family members: spouse, common-law spouse, mother, father, sister, brother, son, daughter, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or guardian.

30.2 Death of Other Family Members

An employee may be given approval by their supervisor to take up to two **(2)** days with pay in instances of where there is a death of the following family members: niece, nephew, aunt or uncle.

30.3 Additional Days

If additional days are required, the days shall either be without pay or charged against annual leave entitlements and shall require the approval of the employee's supervisor.

30.4 Extended Leave of Absence – Care of a Family Member

Upon request, employees shall be granted a leave of absence of up to eight (8) weeks without pay to care for a family member who is seriously ill. The employee is not required to take the weeks consecutively. The employee may be eligible for Employment Insurance Compassionate Care Benefits through Service Canada.

During the leave, the employee shall continue to accumulate all benefits and seniority. Should the employee choose to make contributions for the period of the leave to the pension or benefits plan, the employer will pay the employer's contribution for the same period.

Employees applying for this leave must provide a doctor's certificate stating that a family member suffers from a serious medical condition and that the family member requires the care or support of one or more other family members.

An employee may request an extension without pay to the leave. Approval of an extension shall not be unreasonably denied. During an extended leave, the employee shall continue to accrue all benefits and seniority. Should the employee choose to make contributions for the period of the extended leave to the pension or benefits plan, the employer will pay the employer's contribution for the same period.

ARTICLE 31 – OTHER LEAVES

31.1 Special Leave of Absence

Special leave of absence without pay shall be granted to an employee for good and sufficient reason; therefore, an employee must make a request in writing to the human resources department with the recommendation of their supervisor stating the reason for such leave. The union shall be notified of any such leaves applied for and the decision rendered.

An employee on such leave shall return to the former position and salary subject to any general increases.

Leave will not be granted to an employee to accept other gainful employment except for Secondment Leave. (See Article 27.2.)

31.2 Leave for Band Elections

Employees who are or become eligible to vote in an Indian Nation election shall be granted one (1) day's leave with pay on the day of the election.

31.3 Leave for Shift Workers

Employees with one (1) or more years' service whose shifts are subject to frequent change will be granted five (5) days unconditional leave of absence without pay per year. Such leave will not be used in conjunction with annual leave as in Article 21 or in conjunction with statutory holidays. Application must be made in writing at least three **(3)** working days prior to the starting time of such leave.

31.4 Leave for Traditional Ceremonies

Upon written notice to the employee's supervisor, an employee may be granted up to seven (7) working days with pay for the purpose of participating in traditional First Nations ceremonies. Such leaves will not be unreasonably denied. The employee member shall make every effort to give the longest possible notice of such leaves.

31.5 Personal Leave

An employee is entitled to a leave of absence with pay to a maximum of two (2) working days during the year to accommodate the following:

- working at First Nations University of Canada's convocations, pow wows or conferences; or

- accepting a certificate/diploma/bachelor's degree.

31.6 Religious Holidays

The employer will attempt to accommodate the interests of employees in observation of their religious holidays.

31.7 Intimate Partner Violence

The employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation.

An employee dealing with domestic violence or abuse in their personal life is entitled up to ten (10) days of paid leave consecutively or intermittently in a fifty-two (52) week period, as needed by the employee if they or their children are

victims of interpersonal violence or are the perpetrator seeking treatment. The ten (10) days will be taken from the employee's sick leave.

An employer must maintain confidentiality in respect to all matters related to an employee's leave under this clause. The employer will not disclose any information relating to the leave to anyone except when another employee requires the information to carry out their duties, or is required by law, or with the consent of the concerned employee.

The parties understand intimate partner violence can affect all workers in a workplace and will work together to ensure all workers' safety, should such a disclosure occur. The parties agree to meet to discuss safety planning at the workplace for the individual and for the staff as a whole. The parties agree a support or resource person may be present at such meetings. All information will be treated as confidential and shall only be shared as agreed.

ARTICLE 32 – OCCUPATIONAL HEALTH AND SAFETY

32.1 Co-operation on Safety

It is agreed that the employer, the union, the employees and all levels of supervision will co-operate fully to promote safe work practices, healthy working conditions and compliance with *The Saskatchewan Employment Act*.

The union, through the participation of its members on the joint occupational health and safety committee(s), will provide input into issues of occupational health and safety at the First Nations University of Canada and will assist wherever possible in the furtherance of safe conditions and practices.

32.2 Role of the Committee and Pay Provisions

The role of the committee is to receive concerns and complaints from employees on matters affecting health and safety of the workplace, gather information pertaining to the complaints, investigate and make recommendations to management and the employees for the resolution of the complaint.

Every occupational health and safety committee meeting will have official minutes recorded with copies forwarded to the director of human resources, the union and when requested to the appropriate occupational health and safety division of the provincial government. The union will post the official minutes on union bulletin boards.

The employer will consider time spent by union members on committee work as time worked; therefore, no loss of pay shall be suffered.

32.3 Safety Measures

The chemical and biological substances section of the occupational health and safety regulations requires the employer to “monitor the use or presence of, or a workers exposure to, any chemical substance or any biological substance that may be hazardous or harmful to the health or safety of a worker”.

All employees either working with or in close proximity to any kind of hazardous product or dangerous material will be supplied with adequate and sufficient training, education, tools and safety equipment so as not to be exposed to unacceptable risks of the hazardous product or dangerous material.

Any employee may request that the employer substitute a safe or less hazardous substance for any chemical or biological substance currently in use. The occupational health and safety committee will co-operate in advising the employee(s) through the employer on the possibility of using suitable substitutions.

32.4 Educational and Training Programs

The employer will implement the required educational and training programs relating to the health and safety of employees at no cost to the employees and to be conducted during normal work time.

The employer will ensure the co-chairpersons of the committee receive training respecting the duties and functions of the committee. Upon receipt of reasonable written notice, committee members shall be permitted to take leave for period(s) not to exceed five (5) working days per year to attend relevant occupational health and safety training. When a committee member attends a training session conducted by occupational health and safety or an approved training agency, the employee will suffer no loss of seniority or earnings.

Employees who feel they have not had opportunity for training on new equipment which they are required to operate as part of their normal duties should first discuss the issue with their supervisor and then, if necessary, with the human resources department.

32.5 Safety and Health Reports, Records and Data

Reports of every accident or occurrence of an occupational disease at the work site will be provided to the appropriate occupational health and safety committee. The committee members may request any pertinent health and safety records held by the employer, which are not confidential.

The committee shall make quarterly reports to the employer and the union reporting all incidents or complaints that were filed and investigated and the recommendations for resolution.

32.6 Right to Refuse

Employees have the right to refuse work that the employee feels is unsafe or will create a health hazard provided that prior to such refusal the employee has informed **their** supervisor and the chair of the committee of **their** opinion on the matter.

The committee will investigate each refusal and make a decision if such refusal is warranted. The committee shall report its findings to the director of human resources, with a copy to the supervisor concerned, and if necessary, make recommendations for corrective action.

The employer may reassign the employee to other temporary duties during the committee's investigations. Such reassignment will be with no loss in pay or benefits to the employee.

32.7 Security

The parities recognize that safety of employees, staff and students and the general public may require the installation of cameras in public access areas of the university campuses such as parking lots, walkways, building entrances, exits and hallways. Any area subject to such surveillance must be identified by a posted notice to that effect. Annually, CUPE Local 5791 will be informed of the changes in the number and/or location of security cameras and other security measures that may affect member privacy.

ARTICLE 33 – COPYRIGHTS AND PATENTS

With respect to the issue of copyrights and patents, employees covered by this agreement will be dealt with in a manner consistent with that used for academic staff.

ARTICLE 34 – NO STRIKES OR LOCKOUTS

34.1 No Strikes or Lockouts

The union agrees that it will not engage in or participate in any slow down, strike, or picketing during the currency of this agreement. The university agrees that it will not lock out any members of the bargaining unit during the currency of this agreement.

34.2 Crossing Picket Lines During a Strike and Handling Goods

An employee covered by this agreement shall have the right to refuse to cross a picket line arising out of a labour dispute or to refuse to handle goods, commodities or products of another employer who is involved in a labour dispute with that employer's employees, providing by so doing, it does not result in property damage to the university.

This refusal shall not be grounds for disciplinary action, but if the refusal results in the employee(s) not being able to perform their normal duties and other work is not available, the employee(s) may immediately be taken off payroll until once again able to perform their normal duties.

ARTICLE 35 – DURATION AND CONTINUATION OF AGREEMENT

35.1 Duration

This agreement shall be effective October 1, **2022** and shall remain in force until September 30, **2026**, and thereafter from year to year, unless written notice is given as provided in Article 36.3 entitled "Negotiations".

35.2 Expiration

This agreement shall continue in force beyond the expiration date noted in Article 36.1, including during any period of negotiation, until a new collective agreement is ratified, except that the “no strike, no lockout” clause is not effective after the expiration date of this agreement.

35.3 Negotiations

Either party may, not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the termination date of this agreement, give notice in writing to the other party to open negotiations on a new agreement.

ARTICLE 36 – GENDER NEUTRAL JOB EVALUATION PLAN MAINTENANCE

36.1 Purpose

All union positions will be classified using the gender-neutral job evaluation plan. The gender-neutral job evaluation plan is the basis for determining position placement applicable to existing positions, newly created positions or any positions that have changed.

36.2 Pay Grades

The pay grades established for the gender-neutral job evaluation plan are set forth in Schedule A which forms part of this collective bargaining agreement.

36.3 Composition of Committee

A joint job evaluation committee shall be comprised of two members named by the union from different departments, and two **(2)** members named by the employer. Each party shall also name one **(1)** alternate member to the committee who shall be allowed to attend at that party’s discretion.

36.4 Time Off

The employer shall provide the union members of the joint job evaluation committee time off with pay for the purposes of preparing for and conducting evaluations.

36.5 Resolution of Differences

If the job evaluation committee cannot reach a consensus for any reason on any particular process issue or evaluation outcome, the issue will be referred to the union/management committee for resolution. If the union/management committee fails to resolve the issue within ten (10) working days, the issue will be referred to an arbitrator agreed upon by the union and the employer for a final and binding decision.

36.6 New and Existing Positions

36.6.1 The university may revise the content of existing positions and create new positions as required by operational needs.

36.6.2 Existing classifications - title and rate of pay - shall not be eliminated or altered without prior agreement with the union.

36.6.3 The title and rate of pay for any new classification or new position which may hereafter be established shall be subject to negotiation and agreement between the union and the employer.

36.7 Process

36.7.1 The employer shall submit a proposed job description for each new position or revised position to the joint job evaluation committee for evaluation. The joint job evaluation committee shall meet within two (2) weeks to review the job description and prepare the evaluation. The results of the evaluation shall be forwarded to the union for signature. A revised position will be re-evaluated in consultation with the employee and their supervisor within six (6) calendar months. A new position will be evaluated in consultation with the employee and **their** supervisor within nine (9) calendar months. If an employee's position is evaluated in a pay grade higher than the employee's current pay grade, their salary will be adjusted accordingly to:

a) The step in the pay band of the higher paid classification which is next higher than the employee’s current salary rate; or

b) The step in the higher pay grade which is a minimum of six percent **(**6%**) higher** than the employee’s previous salary.

and retroactive to the first day of service in their new or revised position.

36.7.2 No employee shall suffer a reduction in current salary as a result of an evaluation outcome.

36.8 Requests for Reclassification

36.8.1 Review Process for Requests

When a permanent employee, their supervisor or the human resources department, feels that a position is incorrectly classified, a written request for a classification review may be submitted to the director of human resources with a copy to the union. The director shall respond within thirty (30) calendar days. Unless it can be clearly demonstrated to the director of human resources that the responsibilities of the position have changed, a review will not be carried out until at least one (1) year has elapsed since the last review. Denial of a review by the director of human resources may be grieved under the provisions of Article 6.3.

36.8.2 Conduction of the Review

The job evaluation committee shall conduct the classification review and notify, in writing, the employee and **their** supervisor, and the union of the findings. (See Article 3**6**.7.1.)

36.8.3 Salary Adjustment Upon Reclassification

Any salary adjustment will be retroactive to the first of the month in which the request for review was received by the director of human resources. No employee will suffer a reduction in current salary as a result of this process.

ARTICLE 37 – WAGE

37.1 October 1, **2022** – **$600.00 signing bonus**
October 1, **2023** – 3% increase to **salary grids**
October 1, **2024** – 2.5% increase to **salary grids**
October 1, **2025** – 3% increase to **salary grids**

Retroactivity shall be for all CUPE members employed with the First Nations University of Canada as of the date of signing.

A one-time lump sum payment of **six hundred** dollars (**$600.00**) will be provided to each CUPE member employed at the date of ratification**, not including students.** This lump sum will not be added to the salary scales or individual salaries.

37.2 Boot Allowance

Maintenance workers will be provided an annual CSA approved boot allowance up to a maximum of two hundred dollars ($200).

ARTICLE 38 – JOB-SHARING

38.1 The position to be shared is a full-time permanent position. A permanent employee in a full-time permanent position may opt to share their position with another employee. Job sharing may include equal splitting of a position or another arrangement and may be for any length of time or an indefinite time. Both the union and the employer must approve all arrangements in writing.

38.2 If agreement is reached between the parties that job-sharing will take place, only the vacant portion of the position to be shared will be posted.

38.3 All employee benefit plans will be available to the incumbents of job-sharing positions who meet the eligibility requirements. These will be pro-rated for their portion of employment.

38.4 If a long-term absence occurs due to illness, maternity leave, or other approved leave of absence; the other employee may cover the period of absence. If this is not acceptable to the other employee, then the vacancy may be filled on a term basis.

38.5 If the original incumbent of the position resigns or transfers, the position will be posted as a full-time position. This shall not preclude the successful applicant from requesting a job-share agreement. If the other job-sharing employee resigns or transfers, the position may revert to full-time or will be posted for another job sharer as requested by the original incumbent.

38.6 In the event an employee is displaced as per Article 17.1 in a job-share, seniority will be a factor in determining the priority of placement in any available position in the department. Employees who are not placed will be subject to the conditions of the layoff clause. In this situation, the employer is not obligated to special considerations such as an employee's interest in part-time work.

ARTICLE 39 – JURISDICTION OF NEW AND REVISED POSITIONS

The union and the employer agree that the following resolution process will be followed to determine union jurisdiction where any new positions or existing positions are revised at the First Nations University of Canada.

Once the job description for the new or revised position has been created by the employer, which job description will include among other things the supervisor’s title, the

title of the position providing functional direction (where applicable), areas of responsibility, minimum qualifications (education, experience, technical and non-technical skills), proposed salary and hours of work, the employer will provide the job description and an organizational chart to URFA and CUPE along with a letter of intent to create or revise such position. The letter of intent shall include the employer's view as to which bargaining unit the position might be assigned, and where applicable will include the employer's view that the position is out-of-scope. Correspondence via e-mail will be acceptable.

URFA and CUPE will have five (5) working days from the date of receipt of the letter of intent, job description and organizational chart from the employer to either respond to the employer:

a) agreeing with the proposed job description and union/bargaining unit designation of the position or

b) requesting further details and/or clarification from the employer of the reasons for the employer's view as to, among other things, which bargaining unit the position is out of scope and a list of questions the bargaining unit would like answered concerning the new position. At that time, either of the unions may also request a joint meeting be held with the employer.

Where a joint meeting is requested by either union, the meeting shall include representatives from the employer, URFA and CUPE and it will be scheduled by the employer to be held within five (5) working days of the employer receiving the request for the meeting.

If during the joint meeting the parties are unable to reach a mutual agreement regarding the scope and/or designation of the appropriate bargaining unit for the position in question, the parties agree to thereafter apply jointly to the Saskatchewan Labour Relations Board for a decision regarding the scope of the new or revised position and the assignment of that position to the proper bargaining unit. Where both URFA and CUPE claim the position in question falls within the scope of their jurisdiction, the joint application to the labour relations board shall involve all three parties, being the employer, URFA and CUPE. Should either CUPE and/or URFA not claim jurisdiction over the position in question, the non-disputing union shall confirm its position in writing to the two remaining parties, and thereafter only the employer and the disputing union shall proceed with the joint application to the labour relations board.

The decision of the labour relations board shall be final and binding on all parties to the agreement.

Both unions will be entitled to have at least one **(1)** representative in attendance with pay, at the joint meeting and the labour relations board hearing.

The time limits outlined in this agreement may be waived on a case-by-case basis by agreement of all parties.

ARTICLE 40 – FUNCTIONAL SUPERVISION

The union and the employer agree that the roles of functional supervision are to include and not exceed the following:

- approving attendance sheets, leave requests and time sheets;
- coordinating holiday schedules;
- prioritizing workload at the direction of the supervisor; and
- providing feedback to the supervisor pertaining to the roles of functional supervision.

Functional supervision does not include:
- performance reviews;
- direction of the workforce; or
- disciplinary measures.

All discipline, performance evaluations and work direction shall be performed by the supervisor.

Functional supervisors are appointed by way of the joint job evaluation committee and job descriptions are to be updated to include the appointment.

SCHEDULE A – FIRST NATIONS UNIVERSITY OF CANADA CUPE 5791 SALARY GRID

Pay Grade	Positions		Effective October 1, 2023 3% Increase	Effective October 1, 2024 2.5% Increase	Effective October 1, 2025 3% Increase
1		Step 1	$33,269	$34,101	$35,124
		Step 2	$34,284	$35,141	$36,195
		Step 3	$35,269	$36,151	$37,236
		Step 4	$36,343	$37,251	$38,369
2		Step 1	$34,689	$35,557	$36,623
		Step 2	$35,704	$36,597	$37,694
		Step 3	$36,780	$37,700	$38,831
		Step 4	$37,911	$38,859	$40,025
3	Janitor	Step 1	$36,112	$37,015	$38,125
		Step 2	$37,215	$38,145	$39,290
		Step 3	$38,346	$39,305	$40,484
		Step 4	$39,536	$40,524	$41,740
4		Step 1	$37,679	$38,621	$39,780
		Step 2	$38,809	$39,780	$40,973
		Step 3	$40,057	$41,058	$42,290
		Step 4	$41,536	$42,574	$43,851
5		Step 1	$39,273	$40,255	$41,462
		Step 2	$40,583	$41,598	$42,846
		Step 3	$42,087	$43,139	$44,433
		Step 4	$43,598	$44,688	$46,028
6	Administrative Assistant – Mail Clerk	Step 1	$41,186	$42,215	$43,482
		Step 2	$42,686	$43,753	$45,066
		Step 3	$44,202	$45,308	$46,667
		Step 4	$45,885	$47,033	$48,444

Pay Grade	Positions		Effective October 1, 2023 3% Increase	Effective October 1, 2024 2.5% Increase	Effective October 1, 2025 3% Increase
7	Graphics and Media Coordinator, Administrative Assistant Registrar's Office	Step 1	$43,274	$44,356	$45,687
		Step 2	$44,811	$45,931	$47,309
		Step 3	$46,553	$47,717	$49,148
		Step 4	$48,440	$49,651	$51,140
8	Maintenance Repair Worker, Administrative Assistant, Academics, Technical Support Analyst, Library Technician I	Step 1	$45,538	$46,677	$48,077
		Step 2	$47,279	$48,461	$49,915
		Step 3	$48,989	$50,214	$51,720
		Step 4	$50,935	$52,208	$53,774
9	Technical Support Analyst II	Step 1	$47,944	$49,143	$50,617
		Step 2	$49,772	$51,016	$52,546
		Step 3	$51,686	$52,979	$54,568
		Step 4	$53,689	$55,031	$56,682
10	Library Technician II	Step 1	$50,153	$51,407	$52,949
		Step 2	$52,091	$53,394	$54,995
		Step 3	$54,066	$55,417	$57,080
		Step 4	$56,126	$57,529	$59,255
11		Step 1	$52,528	$53,841	$55,456
		Step 2	$54,529	$55,892	$57,569
		Step 3	$56,589	$58,004	$59,744
		Step 4	$58,738	$60,206	$62,012
12		Step 1	$54,993	$56,368	$58,059
		Step 2	$57,108	$58,536	$60,292
		Step 3	$59,260	$60,742	$62,564
		Step 4	$61,493	$63,030	$64,921

Pay Grade	Positions		Effective October 1, 2023 3% Increase	Effective October 1, 2024 2.5% Increase	Effective October 1, 2025 3% Increase
13		Step 1	$57,575	$59,014	$60,785
		Step 2	$59,751	$61,245	$63,082
		Step 3	$62,013	$63,564	$65,470
		Step 4	$64,363	$65,972	$67,951
14		Step 1	$60,388	$61,898	$63,754
		Step 2	$62,768	$64,337	$66,268
		Step 3	$65,233	$66,864	$68,870
		Step 4	$67,817	$69,513	$71,598

* The hourly rate may be calculated by dividing the annual salary by 52 weeks and then again by 35 hours.

(i.e.: $40,936/52=$787.23/week. $787.23/35=$22.49/hr.)

PAMINAWASOWN CHILD CARE CENTRE CUPE 5791 WAGE GRID

Effective October 1, 2023 – 3% Increase

	START	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
ECE LEVEL I	$14.89	$15.29	$15.92	$16.50	$17.12	$17.79
ECE LEVEL II	$17.07	$17.64	$18.24	$18.92	$19.64	$20.40
ECE LEVEL III	$19.58	$20.24	$20.94	$21.71	$22.53	$23.41
Floor Supervisor	$1 + ECE wage	$1 + ECE wage	$1 + ECE wage	$1 + ECE wage	$1 + ECE wage	$1 + ECE wage
Temporary / Casuals	$13.52	$13.52	$13.52	$13.52	$13.52	$13.52
Cook	$14.89	$15.29	$15.92	$16.50	$17.12	$17.79

Effective October 1, 2024 – 2.5% Increase

	START	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
ECE LEVEL I	$15.27	$15.67	$16.32	$16.91	$17.55	$18.23
ECE LEVEL II	$17.49	$18.08	$18.70	$19.39	$20.13	$20.91
ECE LEVEL III	$20.07	$20.75	$21.46	$22.26	$23.09	$24.00
Floor Supervisor	$1 + ECE wage	$1 + ECE wage	$1 + ECE wage	$1 + ECE wage	$1 + ECE wage	$1 + ECE wage
Temporary / Casuals	$13.86	$13.86	$13.86	$13.86	$13.86	$13.86
Cook	$15.27	$15.67	$16.32	$16.91	$17.55	$18.23

Effective October 1, 2025 – 3% Increase

	START	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
ECE LEVEL I	$15.72	$16.14	$16.81	$17.42	$18.07	$18.78
ECE LEVEL II	$18.02	$18.63	$19.26	$19.98	$20.74	$21.54
ECE LEVEL III	$20.67	$21.37	$22.11	$22.92	$23.78	$24.72
Floor Supervisor	$1 + ECE wage	$1 + ECE wage	$1 + ECE wage	$1 + ECE wage	$1 + ECE wage	$1 + ECE wage
Temporary / Casuals	$14.28	$14.28	$14.28	$14.28	$14.28	$14.28
Cook	$15.72	$16.14	$16.81	$17.42	$18.07	$18.78

SCHEDULE B
STUDENT LIBRARY WORKER POSITIONS

The parties agree:

1) The student **library** worker positions shall be within the scope of the union effective the signing date of this agreement.

2) They shall be informed they are unionized.

3) The student **library** worker library positions have a unique way of hiring as per the student policy.

4) The student **library** workers shall accumulate seniority, which they can utilize for bidding purposes up to a maximum of three terms.

5) The student library worker positions shall adhere to the student library worker program policy.

6) **First Nations University Student Library Worker Program Policy**
The university library hires students from mid-September to the end of April on a semester basis. The purpose for hiring these students is to complete daily tasks, for example, shelf reading, circulation, statistics, re-shelving returned materials, and other duties as required. The students work part-time evening and weekend hours. Students may also be called upon for extra hours at times when the library is short-staffed. Students who are interested in working for the library must fill out an application form for employment and attach their current class schedule and a copy of their transcripts.

Criteria:

1) Must be a full-time First Nations university student (UEP students ineligible);
2) Must be reliable and dependable;
3) Must have keyboarding skills;
4) Must be in good physical health;
5) Must be a self-motivator;
6) Must have the ability to take initiative;
7) Must indicate an interest in library services;
8) Must be able to work independently;
9) Must be able to follow instructions;
10) Must be able to meet and work with the public;
11) Must be able to meet deadlines;
12) Must be goal-orientated and focused in order to meet multiple priorities in a timely, orderly fashion; proactive, energetic, and flexible in order to respond quickly and positively in a patron centered environment.

Student Library Worker Hours of Work:
Hours of work are Monday to Friday from 3:30 p.m. to 8:30 p.m.; Saturday and Sunday from 12:00 p.m. to 5:00 p.m.

Duties:

1) To shelve;
2) To shelf read (ensure their shelf-reading area is correct, neat and orderly);
3) To assist students with general reference, circulation of material, the use of Voyager, CD-ROMS, the microfilm reader and Xeroxing;
4) To phone students who have materials on hold, inform them that the materials are available and will be held for three days. Put date and time called on the hold slip;
5) To track the number of students who use the library, keeping a record on the desk calendar;
6) To maintain vertical file system;
7) To maintain newspaper clipping file;
8) To obtain materials from other libraries for the Northern Campus Library;
9) Other related duties as assigned, there may be other duties assigned at the beginning of your shift.
10) At the end of your shift, ensure the library is clean by pushing in chairs, picking up garbage, and picking up books that may be left on the tables. Ensure that the lights, circulation terminal, CD-ROM terminal, Voyager terminals, and photocopier are turned off;
11) Student workers are responsible for finding a replacement if they are unable to report for their shift; if a replacement cannot be found, the student worker must report for work;
12) Other tasks as assigned.

Reasons for dismissal:

1) Repeated lateness;
2) Assigned tasks not completed;
3) Absenteeism (not showing up for work without prior notice);
4) Irresponsible and unreliable;
5) Inconsistency in work or inability to do the assigned work;
6) A combination of the above criteria.

Procedures for Hiring Student Workers:
The procedure implemented for hiring student workers is as follows:

- Job description posted on library doors and First Nations University student lounge;

- Short list and prepare for interview process;
- Interview process with library staff and human resources or designate;
- Check references and inform successful candidates-once interviewed, a candidate's name may be placed on a waitlist or called for backup;
- The unsuccessful candidates are also called;
- The students pay is adjusted by the amount of completed credit hours as follows:

	Oct. 1, 2023 3% Increase	**Oct. 1, 2024 2.5% Increase**	**Oct. 1, 2025 3% Increase**
0 - 32 credit hours completed	$14.56	$14.93	$15.38
33 - 64 credit hours completed	$16.09	$16.49	$16.99
65 - 96 credit hours completed	$17.64	$18.08	$18.63
97+ credit hours completed	$19.92	$20.42	$21.03

- In the event a student leaves without sufficient notice of two **(2)** weeks, the library does not re-hire, regardless of seniority.

SCHEDULE C

LETTERS OF UNDERSTANDING

The university and the union agree that the following outstanding Letters and Memorandums of Understanding become part of the October 1, **2022** - September 30, **2026** collective agreement between the First Nations University of Canada and the Canadian Union of Public Employees, Local **5791**:

- Letter of Understanding: Contracting Out
- Letter of Understanding: Compensation of a Third Party
- Letter of Understanding: Expedited Arbitration

LETTER OF UNDERSTANDING

BETWEEN:

The **First Nations University of Canada** – Hereinafter referred to as the “employer”	**and**	**The Canadian Union of Public Employees Local 5791**– Hereinafter referred to as the “union”

CONTRACTING OUT

The union and the employer agree that the employer may request an employee, who possesses the necessary valid and current journey person certificate, to perform a trade or other professional duties that would normally be contracted out. The employee will be paid an additional 20% of current salary for the time spent performing those duties. It is further agreed that any deficiencies found by licensed inspectors will be rectified by the employee. Time spent rectifying deficiencies will be at the employee’s current salary.

It is understood that employees have the right to refuse requests of this nature. Prior to the performance of these duties the employer will provide a written document outlining the scope of the duties to the employee and to the union.

LETTER OF UNDERSTANDING

BETWEEN:

The **First Nations University of Canada** – Hereinafter referred to as the "employer"	and	The **Canadian Union of Public Employees Local 5791** – Hereinafter referred to as the "union"

COMPENSATION FROM A THIRD PARTY

When an employee is involved in an accident or any other action that involves the possibility of reimbursement for time away from work, the employee shall immediately contact the human resources department to advise of the facts.

The employer may make advances to the employee pending settlement of the claim against a third party, either from sick leave or from the disability plan. Such advances will be repaid to the employer when settlement is obtained from the third party minus a prorate share of any legal fees and disbursements incurred by the employee to recover a claim provided that the employee will, at the request of the employer, agree to initiate a review through the Law Society of the reasonableness of the solicitor's account in the event the employer considers the account to be unreasonable.

Where the human resources department becomes aware of the potential of a third party claim, pursuant to this clause the employee will be required to sign a written agreement to immediately repay when settlement is obtained.

Upon request of the employer, the employee will produce an affidavit setting forth the amount of compensation received from the third party.

Where the total time loss is less than ten (10) working days, the human resources department may waive the right to a subrogated claim provided by this article.

LETTER OF UNDERSTANDING

BETWEEN:

The **First Nations University of Canada** – Hereinafter referred to as the "employer"	and	The **Canadian Union of Public Employees Local 5791** – Hereinafter referred to as the "union"

EXPEDITED ARBITRATION

The parties to this letter of understanding agree to review this process after two (2) expedited arbitrations have occurred.

a) The procedures as set out herein will be used after Step 2 of the grievance procedure for all grievances, except those filed for terminations, promotions or policy issues and those otherwise mutually agreed.

b) Once a grievance has been referred to the expedited arbitration process, it shall be heard by an arbitrator within sixty (60) days.

c) Subject to the approval set out in clause (a) hereof, the following criteria shall be used to determine appropriate grievances for expedited arbitration:

   i) only grievances that seek an individual settlement, i.e.: settlement applies only to the griever, would not result in a similar claim by other employees, shall have no precedential value and shall not thereafter be referred to by the parties in respect to any other matter in any other setting.

   ii) grievances that have limited depth regarding complex legal issues.

   iii) concerned with grievances that involve the interpretation and application of alleged violation of the collective agreement.

   iv) expedited grievance arbitration is appropriate where there is a limited range of solutions or single solution to the concern raised in the grievance.

d) On agreement that a case be expeditiously arbitrated, the parties will draw the arbitrator by chance from a list mutually agreed and the arbitrator will act as a single arbitrator on the matter.

e) The parties shall limit their use of representatives to the following:

   Union: Staff representative or elected officer
   Employer: Human resources department staff or a consultant, other than a lawyer

f) The representatives of the parties shall meet within five (5) working days prior to the hearing to discuss the issues including, but not limited to, the evidence, the procedure, and any other means of expediting the process.

g) The documents tabled with the arbitrator shall include:

i) collective bargaining agreement;
ii) grievance statement and replies;
iii) agreed statement of facts;
iv) a brief statement of each party's position and argument (one page each); and
v) where possible, an agreed statement as to the exact difference that the parties want decided.

h) The maximum number of cases to be scheduled in one day is two.

i) The maximum time allotted to hear each case is three (3) hours. The parties will endeavour to abide by this time limit; extensions may occur by mutual agreement.

j) The parties shall follow the following procedural guidelines:

i) documents tabled;

ii) brief opening statement by each of the parties;

iii) witnesses (maximum two per party), examined, cross-examined and questioned by arbitrator;

iv) final argument (Brown and Beatty, or similar texts may be cited);

v) the hearing will be conducted in an informal manner with limited objections and without concern for procedural irregularities;

vi) arbitrator may attempt to mediate, e.g., propose a possible resolution if the parties agree and if the case has not previously been through the mediation process;

vii) arbitrator may issue a verbal decision immediately. Within three (3) working days a written decision shall be rendered setting out the reasons which the arbitrator deems necessary to convey a decision. Decision and reasons are limited to two pages. The decision of the single arbitrator will be final and binding on the parties;

viii) the parties will equally share the cost of fees and expenses of the arbitrator;

ix) the griever and manager/supervisor who are party to the case and one representative of the union shall be granted leave with pay to be present at the arbitration; and

x) the grievance may be removed from the expedited process at any time prior to the expedited hearing by mutual agreement.

k) The terms of this agreement may be changed at any time by mutual agreement of both parties.

(l) The terms of requirements of this agreement may be waived by mutual agreement for any specific grievance.

(m) Expedited arbitration awards shall not set a precedent and shall not be referred to by the parties in respect to any other matter.

(n) All settlements of expedited cases prior to the hearing are made on a without prejudice basis and shall not be referred to by the parties in respect of any other matter.

(o) The decision of the arbitrator shall be final and binding and enforceable on all parties but in no event shall the arbitrator have the power to change the collective bargaining agreement or to alter, modify, or amend its provisions. However, the arbitrator shall have the power to dispose of any discharge or discipline grievance by any arrangements, which, in its opinion, it deems just and equitable.

(p) Should the parties disagree as to the meaning of the decision either party may apply to the arbitrator to clarify the decision, which it shall do within ten (10) days.

(q) The arbitrator may determine the financial or other arrangements to be made in the case of any suspension or demotion.

MEMORANDUM OF AGREEMENT

Between

First Nations University of Canada **("FNUniv")**

And

Canadian Union of Public Employees (**"CUPE"**) Local 5791

WHEREAS:

A. FNUniv and CUPE (the "parties") recognize that the facilities supervisor and caretaker positions may fall within the definition of a supervisory employee pursuant to Section 6-1 (1) (o) of *The Saskatchewan Employment Act* (the "Act").

B. Section 6-11 of the Act states, in relevant part:

(1) Subject to subsections (4) and (6), the board shall not include in a bargaining unit any supervisory employees.

(2) Subsection (3) does not apply if:

(a) the employer and the union make an irrevocable election to allow the supervisory employees to be in the bargaining unit; or

(b) the bargaining unit determined by the board is a bargaining unit comprised of supervisory employees.

(3) An employee who is or may become a supervisory employee:

(a) continues to be a member of the bargaining unit until excluded by the board or an agreement between the employer and the union; and

(b) is entitled to all the rights and shall fulfill all of the responsibilities of a member of the bargaining unit.

(4) Subsections (3) and (5) apply only on and after two years after the dates on which Subsection (3) comes into force.

The parties agree as follows:

(1) The parties see no benefit in having the facilities supervisor and caretaker, who are currently members of CUPE 5791 bargaining unit under the FNUniv/CUPE collective agreement, moved into a separate bargaining unit.

(2) For the purposes of section 6-11 (4) (a) of the Act, the parties agree that the positions identified in the MOA shall be allowed to remain in the CUPE 5791 bargaining unit.

(3) The union and the employer agree to the resolution process in Article 40 of the collective agreement to determine union jurisdiction of any new or revised positions.

Signed on this _____ day of _____, 20**23**

On behalf of First Nations University of Canada	On behalf of Canadian Union of Public Employees Local 5791
_____	_____
_____	_____
_____	_____

October 1, 2022 – September 30, 2026

Collective Bargaining Agreement

Between

the First Nations University of Canada

and

the Canadian Union of Public Employees, Local 5791

IN WITNESS THEREOF the parties have caused these presents to be executed.

The First Nations University of Canada, represented by:

_____	_____
Board Chair	Witness to the signature on behalf of the University
_____	
Date	
_____	_____
President	Witness to the signature on behalf of the University
_____	
Date	

The Canadian Union of Public Employees Local 5791, represented by:

_____	_____
Union President	Witness to the signature on behalf of the Union
_____	
Date	
_____	_____
Bargaining Committee Member	Witness to the signature on behalf of the Union
_____	
Date	

CUPE National Representative	Witness to the signature on behalf of the Union
Date	

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