

COLLECTIVE AGREEMENT

between

FIRST NATIONS UNIVERSITY OF CANADA

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5791



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DEFINITIONS

For the purposes of this agreement:

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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

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 authorized0.004 Tw 0.50

- 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

2.6.6 Exchange of Information
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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. c

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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 r

The parties agree that the university policy - Respectful University (or any

- 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 modifications 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

informal process shall have 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 within ten (10) working days of its formation.

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 stewards and designated union representatives shall be permitted to leave work during their designated time to attend to their duties. The union shall not be held responsible for any loss of wages or other benefits during this time.

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

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 to the employee. (m)-3 ext 5107-nenn14 (

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.

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)

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

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.

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(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

of the twelve (12) month period at a time mutually agreed in writing

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

Adequate protective clothing will be provided by the employer when the duties

The supervisor is ultimately responsible for completion of the performance evaluation process, which includes discussing the performance evaluation with

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

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

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
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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

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 union of the offer.

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

- 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

17.7.9 Grievances

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, sha38g(i)-3.1 (da)-5 (y)-5 (s)]TJ 0 T

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

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

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An employee may make a written request to take a university class to the appropriate supervisor with a copy to the human resources

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 r

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.

- 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

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.

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 Mat ernity/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

- 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) days of sick leave for illness in the family.

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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

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 sud72ll

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.

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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 review the request and

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 pos

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

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.

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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
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.: $\$40,936/52=\$787.23/\text{week}$. $\$787.23/35=\$22.49/\text{hr.}$)

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
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SCHEDULE B

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 to the usTJ -0.002

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”

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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.

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- ix) the grievor 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”

October 1, 2022 – September 30, 2026

Collective Bargaining Agreement

Between

the First Nations University of Canada

CUPE National Representative

Witness to the signature on behalf
of the Union

Date

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