



GABRIEL DUMONT INSTITUTE

of Native Studies and Applied Research

Gabriel Dumont Institute of Native Studies and Applied Research Policies and Procedures

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3.0 MANAGEMENT AND PERSONNEL POLICIES

POLICY

The Gabriel Dumont Institute (GDI) Board of Governors will work to adopt personnel policies and procedures that lead to the creation of the best possible work environment and conditions for all Institute employees. This applies to all GDI locations across Saskatchewan where the Institute delivers services to the province’s Métis community.



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3.1 EMPLOYMENT CLASSIFICATIONS

POLICY

Gabriel Dumont Institute (GDI)'s management and staff can be divided as follows:

Out-of-Scope Employees

Those employees outside the scope of the Collective Bargaining Agreement and therefore not represented by the union. Examples of out-of-scope positions include the Executive Director, Assistant Executive Director, Director of Finance and Operations, Director of Human Resources, Director of Dumont Technical Institute (DTI), Director of GDI Training and Employment (GDIT&E), Director of the Publishing Department, and all Program Coordinators and Administrative Coordinators.

In-Scope Employees

In-Scope employees are covered by the Collective Bargaining Agreement and represented by the Saskatchewan Government Employees' Union (SGEU). In-scope employees are divided into three categories:

- ∞ Group A employees: Clerical Staff, Accounting Clerks, Library Technicians, Information Officers, Counsellors, and Clerk Stenos.
- ∞ Group B employees: Faculty, Librarians, Curriculum Developers, Counsellors (except GDIT&E Counsellors), and Research Officers.
- ∞ Group C employees: General Service Workers and Student Assistants.

The agreement also covers Sessional Lecturers to a limited extent.

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

- ∞ Faculty 1, 2, 3
- ∞ Research Officer 1, 2, 3
- ∞ Counsellor 1, 2, 3
- ∞ Information Officer 1, 2, 3
- ∞ Administrative Assistant 1, 2, 3, 4

- ∞ Accounting Clerk 1, 2, 3
- ∞ Librarian Technician 1, 2
- ∞ Librarian
- ∞ Curriculum Developers 1, 2, 3
- ∞ General Service Worker 1, 2, 3
- ∞ Sessional Lecturers/Instructors hired as employees who teach more than one (1) class in a teaching year or who teach a competency within a course of study.
- ∞ Student Assistants not attending GDI full time.

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

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

New Classifications

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

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

Changes in Classification

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

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

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

Appointments and Challenges

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

Pay on Reclassification

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

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

Classification of Out-of-Scope Positions

The Institute has commenced a job classification/description process whereby out-of-scope employees with similar job responsibilities will belong in the same employment classification and receive compensation within the same salary range/scale.

For the most part, out-of-scope employees will be treated equally in policy as Group A and C employees.



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3.2 RECRUITMENT, SELECTION AND APPOINTMENTS

POLICY

Recruitment Policy

When it is determined that a position must be filled, the following recruitment process will be followed:

PROCEDURE

- 1) A position description, including qualifications, experience, term and type of employment, range of pay, start date, program to be charged against, and supervisor will be identified by the Executive Director or designate and will be submitted to the Hiring Selection Committee for its approval.
- 2) For all in-scope positions, a recruitment ad will be prepared and circulated, first within the Institute. See the Appointments section for further information on the internal appointment process. If necessary, the Institute will also advertise through the general media.
- 3) After the deadline, the Executive Director or designate and the Hiring Selection Committee will screen applicants. An acknowledgement letter will be sent to applicants.
- 4) An interview will be arranged with an applicant who has been placed on a “short list” for interviews.
- 5) Interviews will be conducted by the Hiring Selection Committee using a standard process including a prepared questionnaire. This will be done in compliance with *The Saskatchewan Human Rights Code Act*.
- 6) Reference of the top candidate will be verified.
- 7) The successful applicant will be given a formal written offer of employment once they have accepted the verbal offer.
- 8) Unsuccessful applicants will be notified immediately after selection is complete either by telephone or in writing.

POLICY

Appointments

Filling Positions by Competition

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

Job Postings

A competition shall allow a minimum of one (1) week for applications to be submitted and shall be announced in the form of a bulletin posted in a prominent position in each GDI office. If any employee specifically requests an employment bulletin, GDI's Department of Human Resources will provide it to them.

Employees who are on the GDI's re-employment lists shall be notified by the Institute, preferably by mail, within reasonable time to apply for the vacancy.

A copy will be provided to GDI's Saskatchewan Government and General Employees' Union (SGEU) Bargaining Unit Chair.

Information in Postings

The notice shall contain the following information:

Duties, classification, position name, qualifications, knowledge, skills and education required, wage or salary rate or range, hours of work, whether the position is full-time or part-time, full-year or part-year, the application deadline date, the position's expected start date, the deadline date for applications, the position's expected start and completion date, any assigned days (where applicable), and any other pertinent information.

Rules of Performance and Qualifications in Appointments

Subject to Article 8.2 of the Collective Bargaining Agreement, the in-scope applicant with the best performance as a GDI employee and having the necessary qualifications, knowledge, education, and skills to do the job shall be appointed to the position.

When it is determined that, in the first instance, more than one in-scope employee meets the knowledge, skills, and ability, the senior member shall be appointed.

Notice of Filling Vacancy

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

Re-Employment List

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

Sessional Lecturers

The following will apply to sessional lecturers/instructors hired by GDI through its various programs and subsidiaries and who are approved by the applicable university for teaching appointments.

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

Short-term Employment

For short-term employment up to six (6) months, personnel on the Institute's re-employment list with the requisite qualifications will be considered for the position. If there are no qualified personnel on the re-employment list, the position will be advertised internally for a minimum of one (1) week. If unsuccessful, the position will be advertised in a limited cost-effective fashion. Known individuals may be contacted.

The Program Director/Coordinator will determine if there are qualified people on the re-employment list. If there are, a recommendation will be forwarded to the Director of Human Resources and/or Executive Director. The Executive Director will be consulted prior to final approval.



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3.3 HIRING

Policy Intent

The Gabriel Dumont Institute (GDI) practices equal opportunity and fair hiring practices when filling positions, and hires only the most qualified individuals to ensure the Institute’s success. GDI has a Saskatchewan Human Rights exemption that allows it to hire Métis individuals affirmatively (EX93-15).

This policy shall:

- 1) Provide guidelines for personnel requests;
- 2) Detail procedure for all job postings;
- 3) Describe the application process for potential candidates;
- 4) Outline GDI’s interview process;
- 5) Discuss employee eligibility for internal transfers;
- 6) Summarize the process for background checks and references;
- 7) Supply procedures for offers of employment; and
- 8) Present resolutions for conflict in the hiring process.

Applicability

This policy applies to all in-scope and out-of-scope positions other than Director and Executive Director.

Hiring Selection Committee

The **Hiring Selection Committee** will consist of three (3) members. Members will be determined on a situational basis, with each Hiring Selection Committee being comprised of the following:

- ∞ Board member (or designate);
- ∞ Director of the program that is hiring (or designate); and
- ∞ Immediate supervisor of the position being hired (or designate in exceptional circumstances only).

Personnel Requests

GDI requires that all requests for new or additional personnel be directed in writing to the Director of the program, the Human Resource (HR) Department and the Executive Director (when applicable) for approval. Personnel requests shall include: the position title, essential job function, necessary qualifications, reasons for the new/added position, the hours/shifts required, and budgetary impact of adding the proposed position.

Advertising

The HR Department shall be responsible for the placement of all recruitment advertisements. Upon written requests, the HR Department will place a posting and/or advertisement in the appropriate media for the position. The written request must include the following information: the required qualifications, the position's responsibilities/duties, classification, location, the position's term, and the advertising mediums preferred.

Job Posting Procedure

Internal:

All new employment postings will be circulated to all GDI employees internally through the Institute's intranet website and will be posted in all Institute facilities for the period of one (1) week prior to being posted externally.

Employees who are on GDI's re-employment list will be notified by the Institute, preferably by email, one week before going to external competition.

For in-scope only:

- ∞ Subject to Article 8.2 of the Collective Bargaining Agreement, the most senior in-scope applicant with the best performance as a GDI employee and having the necessary qualifications, knowledge, education, and/or demonstrated competencies and skills to perform the job shall be offered the position.
- ∞ If there are no Métis in-scope applicants with the necessary qualifications, knowledge, education and/or demonstrated competencies and skills to do the job, then the non-Métis in-scope applicant with the best performance as a GDI employee and having the necessary qualifications, knowledge, education, and skill to perform the job shall be offered the position.
- ∞ When it is determined that in the previous example, more than one (1) in-scope employee meets the knowledge, skills and ability, the senior such individual shall be appointed. Where there were no Métis applicants, the same rule shall apply to the non-Métis applicants.
- ∞ Qualified applicants under GDI's employ shall remain subject to the normal hiring processes (including formal interviews).
- ∞ The Institute may elect to advertise externally simultaneously with the position's internal posting with internal in-scope candidates being provided priority.

External:

If, after a period of one (1) week, internal postings have not yielded a sufficient field of qualified candidates, the HR Department, in consultation with the Program Director responsible for the position shall make public any new employment opportunities.

External postings shall be disseminated as widely as possible to ensure potential qualified applicants are encouraged to apply. External job postings shall be based on necessity and budget requirements.

Application Process

All applicants are required to submit a cover letter, resume, and a list of three (3) references in order to be considered for employment at GDI.

The HR Department will review all resumes that are received by the posting's end date and will then send a complete list of applicants with their resumes to the program's Director and the position's immediate supervisor to shortlist the candidates. The HR Department will contact the shortlisted candidates to arrange interviews. The HR Department will prepare the interview package for the Hiring Selection Committee.

Candidates who for any reason do not meet the requirements for employment shall remain classified as applicants and may re-apply to any posting for reconsideration.

Interviews

The Hiring Selection Committee will conduct interviews. Interview questions will be compiled by the HR Department and will be reviewed by the Hiring Selection Committee to ensure their efficacy.

Upon completion of all scheduled interviews, the committee will review the results and relay their decision to the HR Department, which will begin the process of reference checks and candidate notification.

Resumes of shortlisted candidates not selected for employment shall, with the candidate's permission, be kept on file for the period of one (1) year for consideration for future positions.

Only those applicants interviewed will be notified regarding the status of their application.

Internal Transfers

GDI employees are encouraged to apply for internal job openings and will have their applications considered on the basis of their qualifications and potential for success at the position.

Successful internal applicants who fill vacant positions shall be notified in writing prior to commencing the new position's duties, and what classifications, salary range, and step they will occupy. The successful applicant's name shall be distributed to all other Institute employees and the Saskatchewan Government and General Employees' Union (SGEU), if applicable.

In the event that an Institute employee is awarded a position through an internal job posting, following their transfer to the new position, they will be subject to a standard probationary period.

Reference and Background Checks

The HR Department will conduct reference and/or background checks to ensure a selected candidate's qualifications and their suitability for the position. The Institute may engage in background checks on candidates selected for positions that come in contact with vulnerable populations. Reference and background checks are performed in confidence and any information gained through the reference and background check process is for GDI hiring purposes only and will not be disseminated to any other party.

Offer of Employment

GDI shall give a conditional offer of employment to applicants that have been selected through the application, interview, and reference check process. Job offers shall be contingent on the candidate's agreement with Institute policies, entrance into the SGEU (if applicable) and any other condition applicable to the position that are required of the employees.

Upon acceptance of an employment offer, the candidate will be considered an employee, and shall be issued a valid employment contract that will outline a start date, required job location, term of employment, and immediate supervisor. The immediate supervisor will provide employee orientation, including workplace policies, rules and regulations, and other job-specific information designed to assist the employee in their duties. All other employment forms and policies shall be signed prior to this period of orientation.

Potential Hiring Conflicts

Family Members

GDI shall accept applications from and consider an employee's immediate family member for employment, if the candidate has all the requisite qualifications. An immediate family member shall not be considered for employment if, by doing so, it might create a direct or indirect managerial/subordinate relationship with the family member, or if their employment could create a conflict of interest either real or imagined.

Employees must excuse themselves from any Hiring Selection Committee activities if a family member, immediate or not, is being considered for a position overseen by that committee. For the purposes of this policy, immediate family members shall be defined as: spouse, common-law spouse, parent, grandparent, brother, sister, son, daughter, step-child or any in-laws as per *The Labour Standards Act*, Section 29.3.

Former Employees

A former employee whose employment with GDI was terminated on amicable terms may be eligible for reemployment. These individuals may not be reinstated to their former status or wage level upon their re-employment.

Former employees that left GDI without proper notice, or whose employment was terminated for disciplinary reasons, shall not be considered for re-employment.



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3.3.1 EXECUTIVE DIRECTOR

POLICY

The Hiring Selection Committee for the Executive Director position will consist of the Gabriel Dumont Institute Board of Governors. The Institute’s Board of Governors will establish appropriate advertising, screening, and interviewing procedures for the hiring of the Executive Director.



Policy No: 3.3.1a
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Effective:
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3.3.1a EXECUTIVE COMPENSATION

POLICY

The out-of-scope employees that comprise the executive level of Gabriel Dumont Institute (GDI) shall include the classifications, Executive Director and Director.

Consistent with Policy 2.2, the GDI Board of Governors shall be responsible for appointing a Chief Executive Officer (CEO) with the title of Executive Director to be directly responsible for implementation of policy and for GDI’s day-to-day management and operations. Directors shall report to and be under the direct supervision of the Executive Director who provides the Board of Governors with a link to the organization’s operations.

COMPENSATION

The Board of Governors retains the authority to establish compensation guidelines for Executive level positions within GDI. This includes, but is not limited to, annual increases, and the principles and standards for distribution except as noted below.

Executive Director Compensation

The Executive Director’s base salary shall fall within level 9 and level 10 of the Saskatchewan Regional College out-of-scope salary grid. The GDI Board of Governors shall retain the ability and right to offer other incentives, remuneration or retention provisions, which shall be explicitly noted within the Executive Director’s employment contract. In the event of changes to the Regional College out-of-scope grid, the Executive Director base salary shall be paid at the annual CEO rate, which falls between Northlands College and those Regional Colleges located in southern Saskatchewan. New Regional College grids will be converted to the traditional 8-step grid used for all positions within the Institute.

Terms of severance and/or relocation shall be negotiated on an individual basis with the Board of Governors and the Executive Director. These will be explicitly noted within the respective employment contract and binding to all parties unless revised by mutual consent in writing.

Benefits and pension contribution levels will be made available at an equivalent rate and level to the Institute’s in-scope employees. The Board shall retain the right to make adjustments to these plans and levels from time to time.

Director Compensation

The base salary for the Director classification at GDI shall fall at level 8 of the Regional Colleges out-of-scope salary grid. In the event of changes to the Regional College out-of-scope grid, the GDI Director base salary shall be paid at the annual rate for similar Director positions at relevant comparators within the regional college system. Ultimately, the GDI Board of Governors reserves the right to establish a grid of its choosing for the Director classification.

The Executive Director shall retain the ability and right to offer other incentives, remuneration or retention provisions, which shall be explicitly noted within the Director's employment contract. Any such exceptions will be reported to the GDI Board of Governors on an annual basis.

The Executive Director shall negotiate the terms of severance and/or relocation with each Director on an individual basis. Any severance or relocation terms shall be disclosed to the GDI Board of Governors on an annual basis. These will be explicitly noted within the respective employment contract and is binding to all parties unless revised by mutual consent in writing.

Benefits and pension contribution levels will be made available at an equivalent rate and level to the Institute's in-scope employees. The Board of Governors shall retain the right to make adjustments to these plans and levels from time to time. New Regional Colleges grids will be converted to the traditional 8-step grid used for all positions within the Institute.

The Board of Governors shall establish and periodically review GDI's executive compensation philosophy to ensure that the policy appropriately supports the Institute's purpose and mission, attracts and retains key executives at a reasonable cost, and enhances the Institute's mission and purpose. The Board of Governors shall act on behalf of the Institute to set the executive compensation policy and to make decisions with respect to the compensation of principal administrators by conducting reviews of the annual executive base salary levels and comparing them to relevant comparators in the market to ensure a competitive balance. The Institute will document the basis for the determination of the reasonable compensation, including performance evaluations and market data.

Administration

- ∞ Remuneration of salaries to all Institute employees, in-scope, out-of-scope and executive, shall be paid on a semi-monthly basis (24 times annually);
- ∞ In compliance with provincial and federal legislation, all statutory deductions (CPP, EI and income tax) will be deducted and remitted to the appropriate agency;
- ∞ The Institute will abide by any order from the prevailing provincial, federal government agency or a legal order from a court regarding additional garnishments that may be appropriate; and
- ∞ GDI shall deduct pension fees from all Institute employees, as per GDI Pension Policy 3.23.26, and the Institute shall match employees contributions based on that same Policy.



GABRIEL DUMONT INSTITUTE
of Native Studies and Applied Research

Policy No: 3.3.1b
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3.3.1b EXECUTIVE DIRECTOR TRAVEL AND EXPENSES

POLICY

The Executive Director will be reimbursed for travel expenses for meetings and other functions of the organization. The rates and procedures for reimbursement will follow those rates set by the Board of Governors for other Institute staff.

PROCEDURE

Claims made by the Executive Director will be forwarded to the Director of Finance and Operations for review and approval. Approved claims will be processed in the same manner as those from other employees of the organization. The Director of Finance and Operations will have the option of referring claims to the audit and finance committee for review and or approval.



GABRIEL DUMONT INSTITUTE
of Native Studies and Applied Research

Policy No: 3.3.2
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3.3.2 DIRECTOR/ASSISTANT EXECUTIVE DIRECTOR/PRINCIPAL

POLICY

Pre-screening, interviewing, and hiring decisions for Director, Assistant Executive Director, and Principal positions will be made by a committee comprised of the following: at least two members of the Executive of the Gabriel Dumont Institute Board of Governors and the Executive Director (or designate).



GABRIEL DUMONT INSTITUTE
of Native Studies and Applied Research

Policy No: 3.3.3
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3.3.3 PROGRAM COORDINATORS/FACULTY/COUNSELLORS

POLICY

Pre-screening, interviewing, and hiring decisions for the Program Coordinator, Faculty, and Counsellor positions will be made by a committee comprised of the following: Program Director, Director of Human Resources or designate, and a regional representative from the Gabriel Dumont Institute Board of Governors or designate.



GABRIEL DUMONT INSTITUTE
of Native Studies and Applied Research

Policy No: 3.3.4
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3.3.4 OTHER POSITIONS

POLICY

Pre-screening, interviewing, hiring decisions, and salary levels for other positions will be made by a committee consisting of the following: the immediate supervisor, the Director of Human Resources or designate, and a regional representative from the Gabriel Dumont Institute Board of Governors or designate.



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3.4 PROBATION

POLICY

All Institute employees, upon hire, shall serve a probationary period of six (6) months. For part-time employees, six (6) months will be considered the equivalent of one-hundred (100) days of full-time consecutive service. Whenever possible, every employee shall receive one (1) evaluation during their probationary period.

At the outset and during their probationary period, employees will be advised of expectations regarding standards of performance. Employees will also be advised of shortcomings in order to correct deficiencies. Should the Employer decide to terminate the employee, the employee will be given:

- 1) The reasons, in writing, prior to their termination; and
- 2) An opportunity to respond, and, if necessary, engage the grievance procedure outlined in the Collective Bargaining Agreement for their protection.

Since probation is the final step in the hiring process, employees will be informed by their supervisors in writing, no later than one (1) month after commencement of employment, what performance requirements will be used for the rating. The performance requirements will be related both to the duties and responsibilities and to the qualifications, skill, ability, and experience.

PROCEDURE

Written performance assessment will be conducted for each probationary employee, both in- and out-of-scope, during the probation period. Probationary performance assessments will be conducted at the four (4)-month point. Performance assessments shall be discussed with the employee and shall be signed by all parties involved to indicate awareness of the assessment and its recommendations. Employees will be advised, in writing, whether or not they have successfully completed the probation period. Upon completion of the probationary period, a current job description will be provided to the employee whenever possible.

An employee who moves into a new or different position or classification at the Institute shall be required to serve the normal mandated probationary period for the new position, unless:

- 1) The duties of the new position are substantially the same as the position the employee is vacating.
- 2) The employee had successfully operated in the position within the preceding five (5)-year period.
- 3) The employee has moved into the new position by bumping.
- 4) The move was involuntary.

An employee who fails to pass the mandated probation after changing positions shall revert to their former position, if it still exists, or by mutual agreement of both the employee and the Institute, if there is a similar position vacant at the same wage, may move into that position.

The Institute may request in writing an extension of the probationary period for unionized employees. The request must be provided to the union chair no later than two (2) weeks prior to the expiration of the mandated probationary period and must be accompanied by the written reasoning for the extension. The length of any extension shall be a matter for negotiation and shall be for a maximum of an additional six (6) months or one-hundred (100) assigned days.

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



Policy No: 3.5
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3.5 LAY-OFF/JOB ABOLISHMENT

POLICY

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

In-scope employees who are to be laid off or have their job abolished or if their hours of work are to be increased or decreased, shall be given the notice as is available from *The Labour Standards Act*.

All Institute employees, both in- and out-of-scope, shall be paid in lieu of notice if such notice is not given within a satellite program brokered by the Institute.

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

Method of Lay-Off

In-scope Group A Staff (Office Staff)

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

- 1) In order, most junior to senior

In-scope Group B and C Staff

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

- 1) In order, most junior to senior

Out-of-Scope Employees

Employees shall be laid off based on operational requirements and in accordance of any current, valid employment contract and the provisions of the Saskatchewan *Labour Standards Act*.

Re-employment (in-scope only)

Where an in-scope employee is re-employed by the Institute in the same or similar position, the rate of pay shall be at the same step for the position as at the time of layoff.

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

Where an in-scope employee is re-employed in a classification in which they previously held full-time status, the rate of pay shall not be less than the step previously held in that classification.

Options on Job Abolition

In-scope employees who have had their jobs abolished may choose:

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

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

An in-scope employee who intends to exercise their options under Article 12.3.1 or 12.3.1.1 of the CBA shall notify the Executive Director within five (5) working days of the date of the notice of job abolishment. Employees who elect not to exercise their options under Article 12.3.1 of this policy shall be deemed to have elected option (d) under Article 12.3.1 of this policy.

Career Assistance Options (in-scope only)

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

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

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



Policy No: 3.6
Approved by:
Effective:
Revised:

3.6 OPTIONS ON JOB ABOLITION

POLICY

Options on Job Abolition for In-scope Employees

Permanent employees who have had their jobs abolished may choose:

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

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

PROCEDURE

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



Policy No: 3.7
Approved by:
Effective:
Revised:

3.7 SENIORITY

POLICY

For all Gabriel Dumont Institute (GDI) employees, seniority is defined as the total length of service in the Institute, and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, and permanent reduction of the workforce (exempt where specifically designated otherwise in the Collective Bargaining Agreement for employees in the bargaining unit).

Seniority will not accrue while on the reemployment list.

All Union Employee Have Seniority

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

Seniority List

GDI shall maintain a seniority list showing the date upon which each employee’s service commenced, and the total length of service for each employee shall be sent to the Saskatchewan Government and General Employees’ Union and shall posted annually by the Institute, no later than June 30th of each year.

Loss of Seniority

Seniority shall only be lost for the following reasons:

- 1) Dismissal for cause, and not reinstated;
- 2) Resignation in writing and not withdrawn within forty-eight (48) hours;
- 3) Appointment to an out-of-scope position for longer than thirty-six (36) consecutive months, other than on Temporary Performance of Higher Duties (T.P.H.D); or
- 4) Continuous lay-off or interval of non-employment for a period in excess of thirty-six (36) months.



Policy No: 3.8
Approved by:
Effective:
Revised:

3.8 EMPLOYMENT EQUITY

POLICY

The Gabriel Dumont Institute and the Saskatchewan Government and General Employee’s Union strongly support employment equity. Employment equity represents an opportunity to ensure that the Institute’s workforce reflects the diversity of the general Canadian population. Employment equity measures are designed to eliminate the barriers that groups such as women, visible minorities, persons with disabilities and aboriginal peoples (including Métis) face. Therefore, the Institute’s policies are designed to help enhance the opportunities of designated groups—particularly Métis people.

The Institute’s Employment Equity plan is consistent with provisions of *The Saskatchewan Human Rights Code Act*.



Policy No: 3.9
Approved by:
Effective:
Revised:

3.9 ORIENTATION AND TRAINING

POLICY

Orientation programs can help familiarize new employees with their roles, with the organization, and with their fellow employees. Effective orientation will help socialize the employee to their new environment, develop clear and organizational expectations, and reduce employee anxiety.

The immediate supervisor will have a key role in helping to orient the new employee. This policy is designed to provide some guidelines and suggestions for supervisors. It is suggested that, when possible, supervisors should:

- ∞ Ensure that the employee’s office space and required supplies are prepared in advance;
- ∞ Introduce the employee to their colleagues and show the employee around the office; and
- ∞ Give an overview of their major job functions, objectives, performance expectations, and the relationship to other jobs within the Institute, and give the employee an opportunity to ask questions.

It is very important that the Gabriel Dumont Institute make efforts to ensure that the employee is not “overloaded” with information on the first day. The Institute will endeavour to ensure that the new employee is provided with information and tasks gradually so that they develop a sense of confidence about their new workplace.

The Director of Finance and Operations will be responsible to provide the new employee with some key information, including: the employee handbook, pay information and payroll forms, insurance benefits, pension information, and union enrollment information (if the new employee is in-scope).

The Institute will let new in-scope employees know that they are covered by a collective agreement and will refer the employee to the local Saskatchewan Government and General Employees’ representative. The local union representative will be given one half-hour to orient the new employees located in Prince Albert, Saskatoon, and Regina.



Policy No: 3.10
Approved by: GDI Board of Governors
Effective: May 29, 2014
Revised: April 8, 2014

3.10 PERSONNEL RECORDS AND PRIVACY

POLICY

Each Gabriel Dumont Institute (GDI) employee shall have a personnel file established which will be maintained in proper order during their term of employment.

PROCEDURE

The Director of Human Resources will establish a file on all transactions related to the employment of the employee.

The Director of Human Resources will establish a personnel file which shall contain all relevant employment data and other documents signed by the employee.

The employee may request to periodically view the contents of their personnel file in the presence of a supervisor.

At no time are documents to be removed from an employee’s personnel file without their knowledge.

At termination of employment, the personnel file of a terminated employee will be deactivated and will properly stored for a period of two (2) years. After two (2) years, all information in the personnel file will be destroyed except for the signed letter of offer, record of employment, and any documents generated by or specific to a governmental process or legal procedure and any documents pertaining to unacceptable behavior.

GABRIEL DUMONT INSTITUTE TRAINING AND EMPLOYMENT

All files must be kept within the guidelines and requirements of *The Privacy Act*. As such, all files must be maintained within a locked and secure location. Access to client files is only available to the Local Delivery Office’s authorized personnel and authorized GDI/Employment and Social Development Canada (ESD) staff. Disclosure/retrieval of unnecessary client information could result in legal action.

CENTRAL FILING

Central Filing is held at the GDI offices at 917 22nd Street West, Saskatoon, Saskatchewan. The Central File must be regularly updated with both Individual Sponsorship and Employment-Based Program information.

Individual Sponsorships

This original document information shall be kept at the Local Delivery Office. During the course of sponsorship, GDI filing requires the following documents to be copied, for processing purposes:

- ∞ Course Purchase Notice (Appendix 4);
- ∞ Employment Insurance Claim Inquiry (Appendix 1);
- ∞ Client Action Plan (Appendix 2);
- ∞ Trainee Documentation Form (Appendix 3); and
- ∞ Other special documents as required.

After the completion of Sponsorship, the original file, in its entirety, needs to be securely stored. It is the responsibility of the Employment Counsellor to ensure that a complete copy of the file has been stored. If a client will be obtaining additional sponsorship, the Local Delivery Office should continue utilizing the client's existing file. Individual files must be retained for 5 (five) years.

Employment-Based Programs

The original files of an Employment-Based Program (Wage Subsidy Program and Student Work Experience Program), including the client files, will be held by the Local Delivery Office until the completion of a sponsorship, at which point in time the original file(s), in its entirety, needs to be securely stored.



Policy No: 3.11
Approved by:
Effective:
Revised:

3.11 STANDARD OF CONDUCT

All Gabriel Dumont Institute (GDI) employees are expected to present a positive and accurate public image at all times while executing their duties. In order to assist employees in meeting this goal, this policy will outline the standards of conduct and conflict of interest guidelines.

POLICY

Employees should:

- ∞ Observe the policies and procedures in this manual;
- ∞ Work in a diligent, professional and businesslike manner;
- ∞ Accomplish their duties with maximum efficiency by making the best use of human and material resources; and
- ∞ Work towards furthering the Institute's objectives.

Employees should not:

- ∞ Engage in unauthorized representations of the Institute in their dealings with the general public or public agencies and the media;
- ∞ Remove GDI property from work without prior authorization by the Executive Director or designate;
- ∞ Engage in any practice that may be deemed a conflict of interest or perceived to be a conflict of interest (e.g., receiving gifts from outside parties);
- ∞ Breach confidentiality by giving unauthorized, sensitive information to outside parties, either verbally or in writing;
- ∞ Possess or use alcohol, illegal drugs or any other intoxicating substance during working hours or on Institute property;
- ∞ Fight or threaten bodily harm to any person while on Institute business or property;
- ∞ Use Institute equipment or property recklessly;
- ∞ Fail to report to work without reasonable excuse;
- ∞ Harass anyone while on Institute business or property (See the Harassment Policy for further information);
- ∞ Campaign politically during GDI working hours or on Institute property;
- ∞ Falsify records or expenditures; and
- ∞ Use GDI telephones for personal, long distance calls.

PROCEDURE

If an employee is aware of a breach of conduct, they should report the matter to the Executive Director or designate in writing.



Policy No: 3.12
Approved by:
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3.12 CONFLICT OF INTEREST

The Gabriel Dumont Institute (GDI) supports the right of employees to be involved in community projects and activities as citizens of the community.

Notwithstanding this principle, employees should bear in mind that GDI is entrusted with the protection of the public interest in many significant areas of the provincial education system. In view of the importance of this trust, it is essential that employees maintain high standards of honesty, integrity, impartiality, and conduct. Employees must be aware of the need to avoid situations which might result in an actual or apparent conflict of interest and conduct themselves accordingly.

POLICY

Conflict of interest is a situation in which a GDI employee, whether for themselves or some other person(s), attempts to promote a private or personal interest which results or could appear to result in:

- ∞ An interference with the objective exercise of GDI duties; and
- ∞ A gain or an advantage by virtue of their GDI position.

The following are some examples that may constitute a conflict of interest:

- 1) Operating an outside business—whether as owner, employee, partner, officer or director—in direct competition with GDI services or on GDI time, which may include telephone calls, use of GDI resources materials and equipment, mail services, etc.;
- 2) When engaging in supplementary professional activities, using GDI’s name and/or instructional materials for the advancement and benefit of person business interests;
- 3) Securing outside employment which impairs the employee’s performance, duty, and workload capabilities at GDI;
- 4) Participating in activities which might impair GDI’s image or reputation;
- 5) Divulging confidential or restricted information to any unauthorized person or releasing such information in advance of authorization for its release;
- 6) Acting in any official matter where there is a personal interest which is incompatible with an unbiased of official judgment;
- 7) Placing themselves in a position where they are under obligation to any person or organization who might benefit from improper consideration or favour on their part or seek in any way to gain improper

treatment from them in the discharge of the official duties and responsibilities;

- 8) Being party to a material contract or proposed material contract with GDI, or being a director/officer of or having a material contract or proposed material contract with GDI;
- 9) Acting on a board, council, association or any other organization which has a material influence, or might reasonably be expected to have a material influence on any educational, accreditation, or other function of GDI; and
- 10) Placing themselves in a position where working relationships are affected by personal or family relationships, specifically:

Employees who are direct relatives or who share the same household shall not be employed in situations where:

A reporting relationship exists where the superior has influence, input, or decision-making power over an employer's performance evaluation, salary, premiums, special permissions, potential for promotions, conditions of work, and similar matters; or the relationship affords an opportunity for collusion between the two (2) employees which would have a detrimental effect on GDI.

The policy may be waived provided that the Executive Director:

- ∞ Upon review, finds it essential to do so in order to meet operational needs; and is satisfied that sufficient safeguards are in place to ensure that GDI's interests are not compromised

Employees are to disqualify themselves as participants in personnel decisions when their objectivity would be compromised for any reason. For example, employees shall not participate in staffing actions involving direct relatives, persons married to direct relatives, or persons living in the same household.

Guiding Principles

Due to the range and complexity of GDI activities, these provisions cannot be exhaustive. However, there are four major principles which will assist in the administration of these provisions for topics not specifically covered.

First: Openness and full disclosure. GDI staff members are required to discuss with their out-of-scope manager any actions which are in doubt. When private interests are freely and frankly declared, the possibility of conflict is lessened.

Second: Employees should enjoy the same rights in their private dealings as any other individual, unless it can be demonstrated that a restriction is essential to GDI's best interest.

Third: GDI does not pay for the same service twice. Employees shall not accept monetary compensation or other payment in addition to their normal salary or expenses for duties which they perform in the course of their employment with GDI.

Fourth: GDI is required to deal with any potential conflict of interest situation discovered, even if it is not disclosed.

Employees will devote their best efforts to GDI during the normal work week and will avoid any other commitments that will interfere with this duty.

Outside Employment (For Pay)

As outlined in this policy, employees may be employed outside of GDI provided that such employment does not:

- ∞ Cause an actual or apparent conflict or interest;
- ∞ Get completed during time that the employee is already being compensated for by GDI;
- ∞ Interfere with regular duties; or
- ∞ Involve the unauthorized use of GDI premises, equipment, materials, or supplies

In the event it is perceived that a potential or actual conflict of interest exists, employees shall immediately discuss the matter with their out-of-scope manager.

Where infringement upon normal duties is unavoidable, the out-of-scope manager may require that all or part of the fee received be paid to GDI.

Employees shall not accept outside employment in a position having essentially the same duties as their GDI position unless this is covered by an agreement between GDI and the external agency.

Employee shareholders of companies engaged in business dealings with GDI employees shall avoid placing themselves in circumstances of potential conflict of interest connected with the sale of goods, merchandise, or services to the Institute by:

- 1) A private company in which they are a stakeholder or director;
- 2) A public company in which they are a director of the controlling shareholder;
- 3) Personal involvement through a partnership or proprietorship; and/or
- 4) Members of their immediate family (including spouses and economic dependents).

In the case of transactions where some doubt exists as to whether an employee may be in a conflict of interest, the employee shall disclose, in advance, their connection with that company, firm, partnership, or other entity.

Disclosure should be made so the appropriate out-of-scope manager who may refer the matter to the senior manager.

Acceptance of Gifts

An employee shall not accept a gift, favour or service from any individual, organization, or corporation doing business with GDI, other than the normal:

- ∞ Exchange of gifts between friends;
- ∞ Exchange of hospitality between persons doing business together;
- ∞ Exchange of gifts as part of protocol, or;
- ∞ Presentation of gifts to persons participating in public functions

PROCEDURES

Disclosure

The responsibility for identifying potential conflict of interest rests primarily with the employee.

Where an employee considers that a potential conflict of interest may exist, the employee shall immediately notify their out-of-scope manager or the Executive Director in writing. All disclosure statements are to be treated with strict confidentiality. They will be filed with the Department of Human Resources.

In potential conflict of interest situations, the out-of scope manager responsible shall review the situations and, in consultation with the employee, shall attempt to determine whether or not a conflict of interest actually exists. Conflict of interest situations shall be mutually resolved with the employee. The in-scope employee may request the presence of a Saskatchewan Government and General Employees' Union representative at such discussions. In the event that the matter cannot be resolved in this way, the issue will be referred to the next level of management who will make a determination and prescribe a course of action.

Each potential conflict of interest situation will be treated as a separate matter by the employee.

Appeal Process

The appeal process deals with situations in which an employee makes a disclosure as per the policy. The senior manager makes a ruling before the employee embarks on the action and the employee disagrees with the ruling.

In-scope employees disputing the senior manager's determination shall have the right to file a grievance.

Out-of-scope employees disputing the senior manager's determination shall appeal to the Executive Director.

Discipline

The disciplinary process deals with situations that were not ruled on before the employees embarked on the action, were determined to be in a conflict of interest, and the employee is disciplined for their actions.

In the event a conflict of interest occurs, GDI may impose sanctions up to and including dismissal. In deciding on the appropriate sanction to be imposed, consideration will be given to all relevant matters, including the extent of the conflict, whether the act in question is an isolated incident, or is part of repeated acts. Any other mitigating circumstances will also be considered.

In instances where an employee is disciplined by reasons of departure from these provisions or because of misconduct relating to conflict of interest, the disciplinary action taken may be subject to the grievance procedure (in-scope) or by review of the Executive Director in the case of out-of-scope employees.

Such an approach will be consistent with the Employee Discipline and Burden of Proof Policy.



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Effective:
Revised:

3.13 HARASSMENT FREE ENVIRONMENT

POLICY

Gabriel Dumont Institute (GDI) employees will be treated fairly, with dignity and respect, in the workplace and shall have the right to work in an environment that is free of any type of harassment.

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

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

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

Roles of the Parties

With regard to employees covered by the Collective Bargaining Agreement, the Saskatchewan Government and General Employees’ Union (SGEU) will:

- 1) Recognize that every member has the right to be treated with dignity and respect, and to work in a harassment-free workplace;
- 2) Not condone or tolerate any harassment; and
- 3) Support and encourage its members to speak out and confront harassers.

GDI will:

- 1) Attempt to provide a harassment-free workplace;
- 2) Recognize that in order to end harassment, it is necessary to confront and provide the opportunity to correct the harasser’s behaviour. The employer, therefore, agrees to create an atmosphere where harassed persons will feel comfortable and secure in bringing forward complaints and in confronting the alleged harasser and/or harassment;
- 3) Ensure that every employee is aware that the work place is to be free of harassment; and
- 4) Provide training to all employees pertaining to harassment in the workplace.

Harassment of an employee or student constitutes behaviour subject to disciplinary penalties up to and including discharge.

Supervisors are responsible for providing a discrimination and harassment-free workplace and for taking action to put an end to any known cases of harassment.

As the employer, the Institute has the responsibility to ensure that complaints and witnesses to harassment are protected from intimidation or repercussions after reporting incidents, as well as during and after any subsequent investigation(s).

The Institute will work with all employees to raise awareness of workplace harassment.

Examples of Harassment

The following are examples of harassment and are not meant to be all encompassing or limiting in any way:

- ∞ Sexual harassment can consist of unwanted attention of a sexual nature, comments or actions of a sexual nature which create a negative working environment, or a promise of reward for complying, or a threat of reprisal for not complying with a request of a sexual nature;
- ∞ Personal harassment can consist of offensive comments or actions that demean, belittle an individual or cause personal humiliation;
- ∞ Harassment based on one's race, ethnic origin, or religion can consist of offensive comments or actions which demean or belittle an individual or cause personal humiliation based on race, creed, religion, place or origin, citizenship, and/or ancestry;
- ∞ Harassment based on one's disability can consist of offensive comments or actions which demean or belittle an individual or cause's personal humiliation based on one's disability;
- ∞ Harassment based on one's gender or sexual orientation can consist of offensive comments or actions which demean or belittle an individual or cause's person humiliation based on one's gender or sexual orientation.

Abuse of Authority is the improper use of power and authority inherent in the position held to:

- ∞ Endanger an employee's job;
- ∞ Undermine the performance of that job;
- ∞ Threaten the economic livelihood of the employee; and
- ∞ Interfere in any with or influence an employee's career.

Examples of harassment include:

- ∞ Verbal abuse or threats;
- ∞ Unwelcome remarks, jokes, or innuendo;
- ∞ Display of racist, pornographic or other derogatory images;
- ∞ Leering or other gestures;

- ∞ Unwelcome physical contact;
- ∞ Sabotaging one's ability to work;
- ∞ Misuse of power or superiority which places one at a disadvantage and creates a hostile work environment; and
- ∞ Intimidation, blackmail, or coercion.

What is NOT harassment:

- ∞ legitimate work-related interaction such as work assignment, performance feedback, counselling, or disciplinary action; and
- ∞ Normal social contact between people based on a position of equality or mutual consent.

Malicious Complaint

Malicious Complaint is a false complaint intended to injure the reputation on an innocent employee and is an act of harassment.

Definition of Workplace

Workplace is defined as any place where the Institute's activities are being carried out, including travel, work-related social gatherings, conferences, or training sessions.

PROCEDURE

If an employee is harassed

If an employee feels that they have been harassed, they have been a right to:

- ∞ Let the harasser know, where possible, that behaviour makes them feel uncomfortable;
- ∞ Report the incident(s) to the SGEU or management representative of their choice;
- ∞ File a complaint without fear or reprisals;
- ∞ Be kept informed throughout the complaint process; and
- ∞ Cooperate with the Institute in the investigation of the complaint.

The policy is not intended to preclude anyone from seeking the advice or services of outside agencies, but employees are encouraged to use this policy prior to involving outside agencies.

If an employee has been accused of harassment:

Employees who have had a complaint filed against them have the right to:

- ∞ Be informed immediately that a complaint has been filed;
- ∞ Be presented with a written statement of allegations;
- ∞ Respond to the allegations; and
- ∞ Be kept informed throughout the process

If an employee witnesses an incident of harassment:

They should, if possible, let the harasser know that their behaviour is considered harassment. They should speak to the employee who has been harassed and encourage them to report the incident to their supervisor. If the behaviour continues, they should tell their supervisor.

If a supervisor receives a harassment complaint:

The supervisor should:

- ∞ Listen to the employee and obtain all the facts about the incident;
- ∞ Assure the employee of confidentiality;
- ∞ Talk to the alleged harasser to get their version of the events; and
- ∞ Inform the Executive Director immediately of the situation

Where harassing behaviour has been proven, the supervisor should:

- ∞ Make it clear that the behaviour is not acceptable;
- ∞ Apply appropriate disciplinary action after consulting with the Executive Director; and
- ∞ Monitor the work environment to ensure that the situation has been permanently resolved.

What if the supervisor is the harasser?

The employee can still speak directly to their supervisor and indicate that the behaviour makes them uncomfortable. If that is not possible, they should talk to their SGEU representative or their supervisor's boss.

Union Complaints Procedure

As an employer, it is GDI's responsibility to ensure that complainants and witnesses to harassment are protected from intimidation or repercussions after reporting incidents and during and after any subsequent investigation(s). Protection may also be appropriate when affecting the final decision on the complaint.

Procedure for Handling Harassment Complaint:

- a. All harassment complaints shall be covered by this Article and dealt with in a serious matter.
- b. Leave without loss of pay, for employees required to be involved, shall be allowed by GDI, the employer, for any proceedings under this Article.
- c. All proceedings under this Article are confidential. Breach of confidentiality shall be subject to disciplinary action.
- d. No information relating to the alleged harasser's or the complainant's personal background, lifestyle, mode of dress, etc. will be admissible during proceedings under this Article unless directly related to the incident in question.
- e. In the event that the alleged harasser and the complainant are SGEU members, GDI, the employer, agrees to allow each their right to union representation.

Step 1 (Informal):

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

Step 2 (Formal):

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

The board shall consist of one (1) SGEU representative, one (1) management representative, and an independent chairperson. The chairperson will be selected on a rotation basis from a list agreed upon by the Institute as established by negotiations or the chairperson may be a different person mutually agreed upon by the other two board members. (No representative on the board shall be from the work unit where the incident is alleged to have occurred). The parties to this Agreement may mutually agree to the board being established as a single person. In this event, the board will be considered to be duly established and have the same authority as that of a three (3)-person board.

The parties will equally share the fees and expenses of the chairperson and other common board expenses. Common board expenses would normally include meeting room expenses, photocopying,

and telephone usage that may be incurred by the board.

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

The board shall have the authority to determine whether a complaint is frivolous or vindictive and shall recommend the appropriate course of action in such cases.

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

NOTE: Confidentiality shall not preclude one's ability to investigate under this language.



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Revised:

3.13.1 SEXUAL VIOLENCE POLICY

The Gabriel Dumont Institute (GDI) strives to maintain a safe and inclusive environment for all students, faculty and staff, and will not tolerate violence, discrimination, or harassment of any form. We are proactive in promoting education and training related to the prevention of any form of violence.

There is a shared responsibility among all GDI employees and students to ensure that our Institute is free from sexual violence. Every effort will be made to identify possible sources of violence and implement procedures to eliminate risks. Violence in any form will not be tolerated.

Prevention and Response to Sexual Violence

No person shall commit an act of sexual violence against any other person or shall threaten another person with sexual violence. Sexual violence is any violence, physical or psychological, carried out through sexual means or by targeting sexuality. This includes, but is not limited to, sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, degrading sexual imagery, distribution of sexual images or video without consent, cyber harassment, and cyber stalking.

Survivor's Rights

Survivors of sexual violence have the right: to be treated with dignity and respect; to be believed; to be informed of on- and off-Institute services and resources; to decide whether or not to access available services and to choose those services they feel will be most beneficial; to decide whether to report to faculty, supervisory staff and/or local police; to have a GDI investigation with the Institute's full co-operation; to have a safety plan; and to have reasonable and necessary actions taken to prevent further unwanted contact with the alleged perpetrator(s).

What to Do If You Have Been Sexually Assaulted

Sexual assault is a criminal offence, and is defined in the Criminal Code of Canada. If you have been sexually assaulted:

- Call the police. Staff/Faculty can assist you with contacting the police or they can assist you with getting to the hospital
- We strongly encourage you to go to the hospital. The sexual assault crisis centre is available through the emergency department.
- The collection of evidence will be held by the hospital. This evidence cannot be shared with police without your consent.

- ∞ If the incident happened recently, preserve evidence and secure the location while awaiting a police investigation.
- ∞ We strongly encourage you to contact police services as soon as possible. We can arrange for a comfortable location to meet with a police officer. A request can be made to meet with a female or male police officer of your choice.
- ∞ If there is a risk that others may be harmed, we encourage you to report the incident of the sexual assault to the police, GDI staff or faculty.
- ∞ The police services will work with the Institute to collect information surrounding your complaint (video surveillance, copies of incident reports, etc.)
- ∞ We will provide you with professional intervention resources that are available both outside and within the Institute.

Employer Responsibility

GDI is responsible for providing a workplace free from violence and obligated to ensure the safety for all persons working at or attending the Institute.

Statement

In certain situations, GDI or Dumont Technical Institute students may have policies or procedures from the accrediting institution pertaining to this topic. This policy is not meant to denigrate or supersede those policies. Rather, it is meant to ensure victims of sexual violence have resources and tools to assist them in coping with this type of crisis.



Policy No: 3.14
Approved by:
Effective:
Revised:

3.14 PHYSICAL VIOLENCE POLICY

POLICY

It is the Gabriel Dumont Institute (GDI)'s policy to promote a safe environment for its Board of Governors, employees, and students. The Institute is committed to working with its Board of Governors, employees, and students to maintain a work environment that is free of violence, threats of violence, intimidation, and other disruptive violent behaviour or potentially violent actions.

Violence or threats of violence will not be tolerated in the GDI workplace or in any place that the Institute conducts its day-to-day affairs. Any individual who engages in such behaviour in GDI facilities may be removed from the premises and may be subject to sanctions or disciplinary action. They may also be subject to criminal investigation and penalties. The Executive Director has a legal obligation to report **all** violent incidents or threats to the proper authorities, regardless of the severity or outcome.

Safety is the responsibility of all GDI employees. Employees and students are encouraged to report any violent, threatening, intimidating, or disruptive behaviour to their supervisor or the appropriate authority at their earliest opportunity.

What is a Violent Incident?

Violent incidents include both actual and/or attempted assaults or threatening statements or behaviour directed at a Board of Governor, employee, or student by any person.

An assault is an act or gesture by a person that threatens force against another person.

A threat occurs when someone indicates or implies that they intend to injure you, another person, or damage property.

How to minimize the Risk of a Violent Incident:

While the nature of violence incidents can be random, Board of Governors, employees, and students can take action to minimize risks, such as:

- 1) Money, handbags, wallets and other personal valuables (smart phones and MP3 players) should be stored safely or locked out of sight;
- 2) Portable equipment and valuables in the office areas (e.g., petty cash) should be locked away (if possible) and stored out of sight;

- 3) If it looks as though the situation may become confrontational, seek assistance; and
- 4) If the victim of a robbery, provide the perpetrator with what is requested with the goal of having them exit the premises as quickly as possible with no one getting hurt.

PROCEDURE

If an employee witnesses or is a victim of a violent incident at a GDI facility or in the regular course of conducting Institute business, they should:

- 1) Take reasonable steps to ensure their safety and that of others, including removing themselves from the situation (if possible) or call for help;
- 2) If the case is extreme, contact local authorities or emergency service workers immediately (e.g., assault causing bodily harm, weapons, etc.);
- 3) Affected parties should be identified and treated by appropriate medical or counselling professionals as soon as possible (if necessary);
- 4) Advise a direct supervisor or an appropriate authority as soon as possible that the incident is occurring (if possible);
- 5) If the immediate threat has dissipated and it is determined that the act was isolated and the premises is secure, the supervisor will utilize discretion as to whether local authorities should be contacted. If warranted, contact with police should be made as soon as possible after the incident. If unsure, supervisors should contact the Executive Director for guidance;
- 6) Witnesses to incidents should document their account of the events (in writing) as soon as feasibly possible after the incident;
- 7) Witnesses must cooperate with all police investigations relating to the incident;
- 8) Witnesses must cooperate with all GDI management inquiries into the matter, including the completion of any documentation; and
- 9) Supervisors should ensure that the incident is reported to the Occupational Health and Safety Committee and that all appropriate Workers' Compensation Board (WCB) documentation is processed (if applicable).

The Executive Director or designate will ensure that GDI's Physical Violence Policy is clearly displayed in all GDI administrative offices. The Executive Director will also ensure that all violent incidents involving GDI board members, staff, students, or facilities are communicated to the Board of Governors as soon as possible.



Policy No: 3.15
Approved by:
Effective:
Revised:

3.15 PERFORMANCE EVALUATION POLICY

Intent

The Gabriel Dumont Institute (GDI) has adopted a policy that will govern how performance evaluations are administered for all Institute employees, both in-and out-of-scope. Performance evaluations are designed to aid GDI, the employer, in promoting desired employee behaviours and goals that will lead to their continuous improvement and provide benefits to the employee and the Institute. Performance evaluations assist in the identification of employee strengths and weaknesses in organizational abilities and capacities that will aid in the development of effective employee training and placement, succession planning, and productivity forecasts.

All unionized (in-scope) employees and management (out-of-scope) staff will be subject to performance reviews at one interval within the initial six (6)-month probationary period, at four (4) months, and once a year at the conclusion of their employment contract or for employees on permanent contract, at specific intervals within the fiscal year. The performance evaluations will be based upon performance standards, goals, and objectives identified by their immediate supervisor and in their respective job description.

This Policy Shall:

- 1) Discuss Rationale
- 2) Provide Procedures for Performance Evaluations
- 3) Determine Employee Responsibilities

Rationale

Rationale for performance evaluations are based on the following:

Communication

The process is designed to facilitate two-way communication between employees and management regarding performance and personal development. All employees are encouraged to engage in open and honest dialogue, both at the review meetings and all year around. Throughout the process, all parties should be aware of any matters being reviewed.

Achievement of GDI Objectives

The process draws attention to the contributions made, past, and present by every individual in achieving GDI's objectives. Setting objectives for future activity allows individual, team and/or departmental objectives to be aligned closely to the Institute's strategic and operational plans.

Clarification of Work Responsibilities and Monitoring Performance

Performance reviews provide tools, for both the employee and the Institute, to provide clarification of expectations and priorities for monitoring performance and for behaviour adjustment.

Responsibility for Individual Performance and Development

The process is designed to give ownership for performance and development to individuals, while acknowledging the important role of management in providing leadership, constructive feedback, guidance, and support.

Straightforward and Streamlined Procedure

The performance review process is designed to be user-friendly. There are guidance notes to support it and there is training available. This will help ensure that the process is non-discriminatory, transparent, and consistently applied, and most importantly, that all development activity is aligned with the Institute's strategic objectives.

Continuous Improvement

The process is intended to promote continuous improvement in personal competence, work performance, efficiency, and facilitate the achievement of this by means of agreed action plans and objectives.

Procedures

1. Review the goals and objectives (performance standards). These objectives are either set out in the position's description and in the specific job, or are set by the employee's immediate supervisor, and the director of the GDI entity they are employed within.
2. The supervisor and staff members use the performance review to record performance observations. Each objective or performance standard should be assessed as a measure of performance.
3. A joint performance review meeting between a supervisor and staff is scheduled to:
 - ∞ Discuss the assessments;
 - ∞ Identify specific objectives for further development;
 - ∞ Address any behavioural issues that are identified;
 - ∞ Develop a professional development plan; and

- ∞ Review the behaviour guidance policy and guidelines.
4. Negotiate recommendations based on this discussion that include:
- ∞ Identified actions needed to meet the objectives;
 - ∞ Time frame;
 - ∞ Document any potential disciplinary action for non-compliance or continued behavioural issues; and
 - ∞ Training and resources needed for expected level of performance.
5. Prepare a summary of the discussions and recommendations.
- ∞ Once the Performance Review is completed and all three (3) copies are signed by all the parties involved, two (2) copies are to be delivered to the Department of Human Resources for filing in the employee's personnel file. The other is given to the employee.

Responsibilities

Employee Responsibilities

- ∞ Consult with their supervisor, seek advice, and express views about any aspect of work;
- ∞ Provide advice on performance criteria and plan performance enhancement strategies;
- ∞ Self-assess achievements against approved objectives;
- ∞ Seek clarification on job expectations;
- ∞ Seek opportunities and take responsibility for ensuring staff development and career advancement needs are met; and
- ∞ Participate in their Performance Review on a yearly basis.

Management Responsibilities

- ∞ Initiate and ensure that the Performance Review is completed on a yearly basis for each employer;
- ∞ Treat employees in a fair and equitable manner;
- ∞ Provide the employee with details of work expectations, including setting performance objectives and reasonable time frames for their achievement;
- ∞ Provide employees with recognition where appropriate;
- ∞ In consultation with the employee, establish performance criteria that align with operational and strategic plans;
- ∞ Discuss work performance with the employee on an on-going basis, including identifying and clarifying underperformance issues;
- ∞ Review employee performance against established criteria;
- ∞ Develop, in consultation with the employee, strategies for performance enhancement and or

behaviour adjustment; and

- ∞ Facilitate employees to undertake training and development opportunities that align with GDI's goals and where possible, support other career development opportunities.

Employees will be appraised on the following criteria:

- ∞ The daily duties they perform;
- ∞ Any duties contained in their current job description, regardless of whether or not they performed those duties during the evaluation period;
- ∞ Working relationships with peers and co-workers, clients (if applicable), superiors, and external stakeholders;
- ∞ Accomplishment of duties, tasks, and projects in a timely manner; and
- ∞ Difficulties encountered in the performance of assigned duties.

Supervisors will:

- ∞ Outline all measures undertaken to accommodate or assist the employee to overcome identified issues that hinder job performance;
- ∞ Provide timely feedback to employees under their direct supervision on a continual basis, and not just during the appraisal period;
- ∞ Provide the employee with an opportunity to submit their input and provide comments regarding the process directly into the appraisal form;
- ∞ Emphasize the employee's strengths, weaknesses, and fully detail areas that require improvement, complete with methods to do so;
- ∞ Give the employee appraisal interview/meeting and process the time it deserves;
- ∞ Avoid the interjection of any personal, non-job specific matters; and
- ∞ Set clear and measurable expectations.



Policy No: 3.16
Approved by:
Effective:
Revised: Sept. 17, 2009; June 25, 2010

3.16 EMPLOYEE DISCIPLINE AND BURDEN OF PROOF POLICY

POLICY

The Gabriel Dumont Institute (GDI) has adopted a Progressive Discipline policy for the entire Institute and its subsidiary companies to ensure that employees have the opportunity to correct any performance or behavioural problems that may arise. GDI has established a non-restrictive policy with a set of reasonable rules and guidelines for employees to follow.

This policy shall outline the steps taken for Progressive Discipline, required action, resolution, and the appeals process.

Progressive Discipline

In order for discipline to be corrective, it must be progressive with stronger penalties for more serious or repeat offences.

In the event that a GDI employee, or of any of its subsidiary companies, violates company policy or exhibits problematic behaviour, a system of Progressive Discipline shall be utilized where possible.

Employees will be given three (3) opportunities to correct the unwanted behaviour. With each infraction or apparent problem, the employees will be provided with:

- 1) Either a written or a verbal warning to alert them to the problem;
- 2) A reiteration of the correct company policy regarding the violations;
- 3) Advice concerning the consequences associated with further infractions; and
- 4) Suggestions toward a method of improvement.

If no further infractions of the policy in question occur after the initial verbal or written warning, no further disciplinary action shall follow.

Degrees of discipline shall be used in relation to the problem at hand. As the situation dictates, based on the past performance of the employee and the seriousness of the violation, GDI reserves the right to skip the three (3)-step disciplinary process and move straight to termination where necessary.

Prohibited Actions and Behaviours

Prohibited actions and behaviours are divided into two (2) categories:

Category One (1)

Category One (1) is comprised of minor offences that are subject to Progressive Disciplinary action.

The first offence for any category one (1) violation shall result in a written or verbal warning. Also, the employee shall be advised that further violations may result in a suspension or termination of employment.

The second offence for any category one (1) violation shall result in a written or verbal warning in conjunction with the possibility of suspension or termination of employment. The employee shall be advised that further violations will result in their termination of employment at GDI.

The third offence for any category one (1) violation shall result in the employee's termination of employment at GDI.

Examples of Category One (1) offences include (but are not limited to):

- 1) Arriving to work late on a continual basis without reasonable cause;
- 2) Failure to properly report workplace absenteeism or failure to provide reasonable cause for an absence from the workplace;
- 3) Job abandonment without prior authorization, with the exception of scheduled breaks (including lunch) or restroom visits;
- 4) Disorderly, immoral or indecent conduct on GDI premises;
- 5) Creating a disturbance that interferes with the normal job activities of other employees;
- 6) Failing to successfully meet metrics or job requirements;
- 7) Creation of unsanitary work conditions;
- 8) Gambling on GDI premises;
- 9) Causing an unsafe work environment and thereby endangering the safety of GDI employees;
- 10) Engaging in malicious gossip and/or the spreading of rumours, and/or
- 11) Any other violation of GDI policy.

Category (2)

Category two (2) is comprised of offences that are considered to be of a substantially egregious nature and will be punished accordingly.

The first offence for any category (2) violation shall result in either the immediate suspension or termination of the employee's employment.

Examples of Category Two (2) offences include (but are not limited to):

- 1) Possession of alcohol, illicit narcotics, or non-prescribed pharmaceuticals while on at any GDI facility;
- 2) Reporting for work while under the influence of alcohol, narcotics, or non-prescribed pharmaceuticals;
- 3) Workplace violence, including, but not limited to, a verbal or physical threat of violence, fighting, assault, harassment, or possession of a weapon;
- 4) Wilful destruction of another employee's property or GDI property;

- 5) Sexual harassment;
- 6) Theft, including physical and intellectual properties;
- 7) Insubordination;
- 8) Dishonest, illegal or improper business activities; and/or
- 9) Any other behaviour seriously detrimental to the wellbeing of another Institute employee or the organization in general.

Zero Tolerance

The Institute has a zero tolerance policy toward racism. Actions and/or words of a racist nature will be considered an affront to the principles, ideals, and goals that the Institute was founded on and will be dealt with accordingly.

Steps in Progressive Discipline

Verbal Reprimand

Verbal reprimands will take place in private (when possible). The employee being reprimanded shall be informed of the rule or policy that has been violated or of the infraction that has taken place, the corrective behaviour required and the consequences of repeated occurrence of such behaviour. If applicable, a Saskatchewan Government and General Employees' Union (SGEU) representative will be present. It is strongly recommended that a bipartisan witness is present during the reprimand.

Written Reprimand

All written reprimands shall be in the form of a letter with copies provided to the employee and the SGEU (if applicable).

In the case of any in-scope employee, union representation shall be present. Written reprimands must include the employee's signature to demonstrate that the employee is aware of the reprimand and the consequences of repeated incidences of the behaviour.

A copy of the reprimand letter will be provided to the employee and the SGEU (if applicable) and will be placed in the employee's personnel file.

Dismissal/Termination of Employment

Dismissal/termination of employment is the ultimate discipline and shall only be imposed following implementation of the (2) above-mentioned steps or with just cause.

Under exceptional circumstances, the Institute may abandon the progressive approach to discipline and impose an advanced penalty for a first offence. Exceptional circumstances may include, but are not limited to gross insubordination, gross negligence, fighting, sexual harassment, or theft.

Procedure in Progressive Discipline

Supervisors shall:

- 1) Prior to embarking on any disciplinary action, investigate the event or behaviour thoroughly to ensure validity;
- 2) Provide the employee with an opportunity to provide their version of the story;
- 3) Exercise their judgment to determine if the incident/behaviour is significant enough to warrant the skipping of a stage of the Progressive Discipline model;
- 4) Provide the employee with a plan of action that adjusts the behaviour and advise them that further occurrence of the behaviour will result in further disciplinary action, including possible termination; and
- 5) Consult with the Department of Human Resources prior to embarking on any disciplinary action.

Employees shall:

- 1) Cooperate fully with their immediate supervisor or the Department of Human Resources; and
- 2) Do everything possible to ensure that the behaviour is not repeated.

Investigation and Documentation

All violations or alleged violations of company policy or offences as outlined above shall be properly investigated and documented by a manager and/or the Human Resource Department.

All measures taken in the Progressive Disciplinary process shall be documented (including verbal warnings). GDI shall retain the documentation in the employee's personnel file for reference and for human resources purposes.

Burden of Proof

In cases of reprimand, suspension and dismissal, the burden of appropriate proof shall rest with the Institute. When GDI is taking disciplinary action against an in-scope employee under Article 19.3.6, the reason for not following the Progressive Discipline process must be clearly indicated.

Under normal circumstances, evidence shall be limited to the grounds cited in the suspension or dismissal letter. Should further information relevant to the disciplinary action be discovered, it can be incorporated into the original letter.

Employee Suspension/Probation/Termination of Employment

Suspension

An employee may be placed on suspension as a result of serious or repeated violations of GDI policy and shall be relieved of their job assignment without pay.

An employee may be placed on suspension as a result of allegations implicating the employee of having committed a serious violation. This type of suspension may be necessary to complete a proper investigation into the violation. In the event that the employee is cleared of any wrong-doing, they will be reinstated and remunerated for lost pay resulting from the investigation.

Probation

Employees may be placed on performance-based probation following a written or verbal warning.

Termination of Employment

Termination of employment with GDI may occur following an employee committing multiple violations of company policy, and after the logical steps for Progressive Disciplinary action have been taken.

Termination of employment may be necessary and may be immediate following a severe violation of company policy or for just cause.

Appeals

In the event that an employee feels that they have been wrongfully accused or disciplined, they may file a written appeal. Written appeals shall contain any necessary documentation. The appeal will be heard by an appeals committee designated by GDI's Board of Governors.



GABRIEL DUMONT INSTITUTE
of Native Studies and Applied Research

Policy No: 3.17
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Effective:
Revised:

3.17 LETTERS OF RECOMMENDATION

POLICY

PROCEDURE



Policy No: 3.18
Approved by:
Effective:
Revised:

3.18 ACCEPTABLE USE POLICY FOR INTERNET AND OTHER ELECTRONIC RESOURCES

POLICY

The Gabriel Dumont Institute (GDI) recognizes the value of computers and other electronic resources to improve student learning and enhance the administration and operation of its functions. To this end, GDI encourages the responsible use of computers, tablets, smart phones, computer networks (including the Internet), and other electronic resources in support of its mission and goals, as well as those of its affiliates.

Because the Internet is an unregulated, worldwide vehicle for communication, information available to staff and students is virtually impossible to control. Therefore, GDI adopts this policy governing the voluntary use of electronic resources and the Internet and the Web in order to provide guidance to individuals and groups obtaining access to these resources on Institute-owned equipment or through GDI-affiliated organizations.

Gabriel Dumont Institute Rights and Responsibilities

It is GDI's policy to maintain an environment that promotes ethical and responsible conduct in all online network activities by staff and students. It shall be a violation of this policy for any employee, student, or other individual to engage in any activity that does not conform to the established purpose and general rules and policies of the network. Within this general policy, GDI recognizes its legal and ethical obligations to protect the well-being of students in its charge. To this end, the Institute retains the following rights and recognizes the following obligations:

- 1) To log network use and monitor fileserver space by users, and assume no responsibility or liability for files deleted due to violation of file sever space allotments;
- 2) To remove a user account on the network;
- 3) To monitor the use of online activities. This may include real-time monitoring of network activity and/or maintain a log of Internet activity for later review;
- 4) To provide internal and external controls as appropriate and feasible. Such controls shall include the right to determine who will have access to GDI-owned equipment and, specifically, to exclude those who do not abide by the Institute's acceptable use policy or other policies governing the use of the Institute's facilities, equipment, and materials. GDI reserves the right to restrict online destinations through software or other means; and
- 5) To provide guidelines and make reasonable efforts to train staff and students in acceptable use and policies governing online communications.

Staff Responsibilities

- 1) Staff members who supervise students, control electronic equipment, or otherwise have occasion to observe student use of said equipment online shall make reasonable efforts to monitor the use of this equipment to ensure that it conforms to GDI's mission and goals; and
- 2) Staff should make reasonable efforts to become familiar with the Internet, and its use so that effective monitoring, instruction, and assistance may be achieved.

User Responsibilities

Use of the electronic media provided by GDI is a privilege that offers a wealth of information and resources for research. Where it is available, this resource is offered to staff, students, and other patrons at no cost. In order to maintain the privilege, users agree to learn and comply with all of the provisions of this policy.

Acceptable Use

- 1) The Institute trusts that employees will manage their time effectively and in a responsible manner when using the Internet. Personal use of the Internet is allowed within reasonable limits as long as it does not interfere with business use or productivity;
- 2) Staff and students are expected to use high ethical standards in electronic communication. When using email, extreme caution must always be taken to avoid revealing any information of a personal nature;
- 3) Network accounts are to be used only by the authorized owner of the account for the authorized purpose;
- 4) All communications and information accessible via the network should not be assumed to be private property;
- 5) Staff and students wishing to subscribe to mailing lists and/or bulletin boards must receive prior written approval from the system administrator;
- 6) Exhibit exemplary behaviour on the network as a representative of the Institute and the Métis community; and
- 7) From time to time, GDI will make determinations on whether specific uses of the network are consistent with the acceptable use practice.

Unacceptable Use

- 1) Giving out personal information about another person, including home addresses and phone numbers, is strictly prohibited;
- 2) Any use of the network for commercial or for-profit purposes is prohibited;
- 3) Excessive use of the network for personal business shall be cause for disciplinary action;
- 4) Any use of the network for product advertisement or political lobbying is prohibited;
- 5) Users shall not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to other users, or misrepresent other users on the network;

- 6) No use of the network shall serve to disrupt the use of the network by others. Hardware and/or software shall not be destroyed, modified, or abused in any way;
- 7) Malicious use of the network to develop programs that harass other users or infiltrate a computer or computing system and/or damage a computer's software components or computing system is prohibited;
- 8) Hate mail, chain letters, harassment, discriminatory remarks, and other antisocial behaviours are prohibited on the network;
- 9) The unauthorized installation of any software, including shareware and freeware, for use on GDI computers is prohibited;
- 10) Use of the network to access or process pornographic material, inappropriate text files (as determined by the system administrator or building administrator) or files dangerous to the integrity of the local area network is prohibited;
- 11) The GDI network may not be used for downloading entertainment software or other files not related to the Institute's mission and objectives for transfer to a user's home computer, personal computer, or other media. This prohibition pertains to freeware, shareware, copyrighted commercial and non-commercial software and all other forms of software and files not directly related to GDI's instructional and administrative purposes;
- 12) Downloading, copying, otherwise duplicating, and/or distributing copyrighted materials without the specific written permission of the copyright owner is prohibited;
- 13) Use of the network for any unlawful purpose is prohibited;
- 14) Use of profanity, obscenity, racist terms, or other language that may be offensive to another user is prohibited;
- 15) Staff and students are prohibited from playing games on GDI systems and networks. Students may do so when specifically authorized by a teacher for instructional purposes; and
- 16) Establishing network or Internet connections to live communications, including voice and/or video (relay chat), is prohibited unless specifically authorized by the system administrator.

Disclaimer

- 1) GDI cannot be held accountable for the information that is retrieved via the network;
- 2) Notice is hereby given that there are no facilities provided by this system for sending or receiving private or confidential electronic communications. System administrators have access to all mail and will monitor messages. Messages relating to or in support of illegal activities will be reported to the appropriate authorities;
- 3) GDI will not be responsible for any damages a user may suffer, including loss of data resulting from delays, non-deliveries or service interruptions caused by their own negligence or your errors or omissions. Use of any information obtained is at the user's own risk;
- 4) GDI makes no warranties (expressed or implied) with the respect to:
 - the content of any advice or information received by a user, or any costs or charges incurred as a result of seeing or accepting any information; and
 - any costs, liability or damages caused by the way the user chooses to use their access to the network; and
- 5) GDI reserves the right to change its policies and rules at any time.

User Agreement (to be signed by all adult users and student users)

I have read, understand, and will abide by the above Acceptable Use Policy when using computer and other electronic resources owned, leased or operated by the Gabriel Dumont Institute. I further understand that any violation of the regulations above is unethical and may constitute a criminal offence. Should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be initiated.

User Name (Please print)

User Signature

Date



GABRIEL DUMONT INSTITUTE

of Native Studies and Applied Research

Appendices: Definitions

Patents

A patent is an exclusive right granted for an invention, which is a product or a process that provides a new way of doing something, or offers a new technical solution to a problem. The protection is granted for a limited period, usually 20 years. The patent is a title of ownership.

Patent protection means that the invention cannot be made, used, distributed, or sold on a commercial scale without the patent owner's consent. A patent does not give its owner the positive right to use the patented invention. Third parties may have to be requested. A patent owner has the right to decide who may or may not use the patented invention throughout the period during which the invention is protected. The patent owner may give permission to other parties, or licence them, to use the invention on mutually agreed terms. The owner may also sell the right to the invention to someone, who then becomes the new owner of the patent.

Industrial Designs

An industrial design is the ornamental or aesthetic appearance of an article. The design may consist of three-dimensional features of the article, such as its shape or surface, or of two-dimensional features such as patterns, lines or colour. Industrial designs are embodied in a wide variety of products of industry and handicraft, from technical and medical instruments to watches, jewelry and other luxury items, from household ware and electrical appliances to vehicles and architectural structures and from textile designs to leisure goods.

Trademarks

A trademark is a distinctive sign that identifies certain goods or services as those produced or provided by a specific person or enterprise. The system helps consumers identify and purchase a product or service because its nature and quality, indicated by its unique trademark, meets their needs. A trademark affords protection to the owner of the mark by ensuring their exclusive right to use it to identify goods or services, or to authorize another to use it against payment.

Copyright

Copyright is a legal term describing rights given to creators for their literary and artistic works. The kinds of work covered by copyright include literary works, such as novels, poems, plays, reference works, newspapers, computer programs, databases, films, musical compositions and choreography, and artistic works such as paintings, drawings, photographs and sculpture, architectural works, advertisements.



Policy No: 3.18.1
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3.18.1 INTELLECTUAL PROPERTY

The main objective of this policy is to allow the Gabriel Dumont Institute (GDI) to properly manage the intellectual property rights in research findings and other academic works produced by Institute staff and any contracted researchers or groups.

POLICY

The Intellectual Property Policy is designed to bring harmony to the conflicting interests of all the stakeholders in the generation and production of research and culturally relevant documents, articles, and any other form of data. The Institute is dedicated to researching Métis culture, and to the dissemination of all knowledge generated. The basic goals of this policy are:

- ∞ To ensure the intellectual property generated at GDI remains the Institute’s exclusive property;
- ∞ To promote the progress of research into Métis traditions and culture;
- ∞ To ensure that discoveries, documents, and creations generated by staff, students, or contracted service providers are utilized in ways most likely to benefit the Institute and the Métis community;
- ∞ To promote, preserve, and encourage research and to provide assistance in its collection and;
- ∞ To establish standards for determining the obligations and rights of the creators of intellectual property and of the Institute, with respect to inventions, discoveries, and works.

The following types of intellectual property are covered under this policy:

- ∞ Patents;
- ∞ Copyright in literary works;
- ∞ Trade and service marks; and
- ∞ Artistic renderings or works of art created at the Institute.

In most cases, GDI research activities are undertaken either by Institute staff or by an individual or group hired by the Institute under a service contract. For their contribution, an individual or group working under a service contract would expect financial rewards in return for the outcomes and rights to any information or documents produced. The Institute, as sponsor, provides funds for research and development and will also provide research facilities or may also participate in joint research and development. For that, the Institute expects ownership of the intellectual property generated and unrestricted utilization of the knowledge acquired.



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3.19 PUBLIC COMMUNICATIONS

POLICY STATEMENT

The media will sometimes contact various individuals from different departments within the Gabriel Dumont Institute to comment on specific issues, events, or situations relating to Institute business. Following established protocol, no one may make statements to the media on behalf of the Institute without prior approval from the office of the Executive Director. Staff should:

1. Clearly ask the reporter what is being requested and ask why. Take notes (if possible) including the reporter's name and contact information; and
2. Politely inform the person making the request that all media requests require approval from the Executive Director. Once this approval is obtained, you or someone from the Executive Director's office will contact them with a statement.

Any outgoing promotional documents, statements, advertisements or information relating to the Institute must have prior approval from the Executive Director's office.

This policy excludes day-to-day business correspondence like program advertisements, staffing, and program promotions.



Policy No: 3.20
Approved by:
Effective:
Revised: April 20, 2012

3.20 TRAVEL EXPENSES

POLICY

All Gabriel Dumont Institute (GDI) staff members should follow these guidelines for all travel and sustenance expenditures:

- 1) Air Fare and Bus Fare
At cost—when accompanied by receipt. Travel must be economy class unless not available or for other exceptional reasons which have been approved by the Executive Director or designate. Chartered flights must be approved in advance by the Executive Director or their designate.
- 2) Vehicle Mileage
The rate for mileage is forty-four (.44) cents per kilometre based on the market standard rate determined by the Institute. Mileage north of the 54th parallel is forty-six (.46) cents per kilometre.
- 3) Hotel
Actual and reasonable reimbursement supported by receipts. Employees are encouraged to use businesses that have established competitive government rates or to request government rates for lodging wherever possible. The Institute is a not-for-profit charitable organization which receives the majority of its funds from the provincial government. Hotels have a variety of room rates and the corporate rate is not always the lowest.
- 4) Private Accommodation
Where staying in the home of family or friends while on Institute business, a per diem of up to fifty (\$50) dollars per day may be claimed. No receipt is required.
- 5) Sundries
Other costs such as in-town and long distance telephone calls, laundry, and movies etc. will be the personal responsibility of the board or staff member. Business telephone calls must be accompanied by a receipt and a description detailing the person called, telephone number, and nature of call.
- 6) Incidentals
Incidental rate would include consideration for parking, gratuities, and other costs associated with travel. Employees would be eligible to claim the full rate (\$15.00) if travel takes them away from home after 4:30 pm. If they arrive home before 4:30 pm, the half rate would be applied (\$7.50). There will not be separate rates or extra consideration for out-of-province or out of country travel.
- 7) Meals
Meals will be reimbursed to a maximum of forty-seven (\$47.00) dollars per day

(Breakfast—\$12.00; Dinner—\$13.00; Supper—\$22.00).

Meal allowance will be allowed from 7:00 am to 7:00 pm.

8) Entertainment

Receipts and a statement of those entertained and the reason for the entertainment must support entertainment expenses.

9) Business Cost

Employees may be reimbursed for business costs, if accompanied by a receipt, which are approved in advance by the Executive Director or designate.

10) Child Care Expenses

The Institute will cover childcare expenses for staff to a maximum of forty (\$40.00) dollars per day, if accompanied by a receipt, while on Institute business, outside of normal day-to-day operations. The claim requires a supporting receipt from someone other than a spouse, partner, or person ordinarily resident in the home and a brief explanation of why the expenditure should be reimbursed.

11) In Town Travel

Travel for in-town business/institution-related activity will be reimbursed upon receipt of a completed and approved travel claim.

PROCEDURE

All travel claims must be submitted to the Department of Finance and Operations no later than thirty (30) days after the day on which the expense was incurred. Claims for travel recorded on a *GDI—Expense Report* which occur around the date of the Institute’s fiscal year-end (GDI/Gabriel Dumont College/Gabriel Dumont Institute Training and Employment—March; Dumont Technical Institute—June) are to be submitted as promptly as possible. Travel claims will be paid twice (2) per month and must be received by the Department of Finance and Operations by noon on Monday.

Travel claims will not be processed without prior approval. All claims must be accompanied with an authorized *Prior Authorization for Travel* form. At no time will a travel claim be processed prior to the actual expenditure being incurred. No employee is allowed to approve their own travel claim.

It is important that for each item on the *Gabriel Dumont Institute Expense Report*, the GST is reported separately. This is to assist the Institute recapture GST rebates.



GABRIEL DUMONT INSTITUTE
of Native Studies and Applied Research

Policy No: 3.21
Approved by:
Effective:
Revised:

3.21 MOVING AND RELOCATION EXPENSES

POLICY

PROCEDURE



GABRIEL DUMONT INSTITUTE
of Native Studies and Applied Research

Policy No: 3.22
Approved by:
Effective:
Revised:

3.22 WORKING CONDITIONS

POLICY



Policy No: 3.22.1
Approved by: GDI Board of Governors
Effective: May 9, 2014
Revised: April 8, 2014

3.22.1 HOURS OF WORK

POLICY

Office Hours

All Group A staff shall work the following office hours:

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

Noon hour coverage will be provided when required. Arrangements for such coverage will be subject to mutual agreement at the local level.

Library hours shall also be set at the local level by mutual agreement.

All Group C employees (general service workers, student assistants) shall work a maximum of seven (7) hours or thirty-five (35) hours per week.

Pursuant to their management role within the Institute, out-of-scope employees will work such hours as required to fulfil their duties of their position.

Rest Periods

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

Days of Work (Group B employees)

Group B employees who work one-hundred and ninety-nine (199) assigned days in a year shall receive an annual salary.

Any Group B employee who works in excess of the one-hundred and ninety-nine (199) assigned days shall receive, per day, one one-hundred and ninety-ninth (1/199) of their annual salary. Employees who work less than one-hundred and ninety-nine (199) assigned days shall be paid on the basis of one one-hundred and ninety-ninth (1/199) of their annual salary per assigned day.

For those projects that occur from time to time which require a twelve-(12) month Instructor contact period for at last two (2) consecutive years, the parties agree to determine a project hours of work agreement in each instance prior to project start-up.

An assigned day is a day or any portion thereof where a full-time employee is required to work. Prior to the

beginning of an academic period, assigned days for each employee will be scheduled, insofar as is possible. All schedules must be approved by the Executive Director or designate prior to finalization.

All unassigned days in a school year shall constitute full recognition of, and full payment for, any vacation leave (except for the special vacation leave and cash bonus benefits of the Northern District Allowance provisions), designated holidays, days of rest, and regular days off that may otherwise have been provided by the Institute and the Collective Agreement.

Instructors appointed to less than full-time positions shall be paid at a rate of one one-hundred and ninety-ninth (1/199) of their annual salary for each full day assigned. However, if it is known at the time of the appointment that the assignment will be a minimum duration of ninety (90) consecutive calendar days, the Instructor shall be paid on a monthly basis until the end of such appointment, at which time a reconciliation of the salary paid to that date and actual salary entitlement to that date based on one one-hundred and ninety-ninth (1/199) of the annual salary for each assigned day worked shall be conducted. Any monies owing shall be paid to the employee and any monies overpaid shall be recovered by the Institute. Reconciliation shall be made on June 30th of each year with payment being no later than July 31st of the same year.

In the event that a full-time employee is dismissed, resigns, promoted, demoted, transfers, retires, is laid off, applies and is granted a leave of absence, or otherwise terminates their employment from the classifications listed in Appendix A prior to the completion of the full academic year, a reconciliation of the salary paid to that date and actual salary entitlement to that date based on one one-hundred and ninety-ninth (1/199) of the annual salary for each assigned day worked shall be conducted. Any monies owing shall be paid to the employee and any monies overpaid shall be recovered from the employee.

Regular full-time employees who, as a result of approved leaves of absence without pay, do not complete one-hundred and ninety-nine (1/199) assigned days in an academic year shall be subject to a reconciliation of the salary paid during the academic year and actual salary earned. Their salary cheque for the final month of the academic year shall be adjusted to compensate for the final amount owing.



Policy No: 3.22.2
Approved by:
Effective:
Revised:

3.22.2 REGULAR DAYS OFF

POLICY

Here are the administrative guidelines for the five/four (5/4) operation:

- 1) The five/four (5/4) schedule shall be drawn up once yearly.
- 2) With the authorization of their immediate supervisor, employees on the five/four (5/4) work schedule shall have the right to bank five (5) Regular Days Off (RDOs) annually. Additional days may be banked by mutual agreement. The Employer, the Gabriel Dumont Institute, may allow up to five (5) banked RDOs to be taken in conjunction with the employee's annual vacation. Any additional banked RDOs taken in conjunction with annual vacation shall be by mutual agreement only.
- 3) An employee's regular day off may be moved to another day by mutual agreement. Requests by either party that are denied shall result in the regular day off being taken as scheduled.
- 4) The Employer also shall have the option to direct the employee to bank up to an additional ten (10) RDOs annually.
- 5) Any authorized work performed by an employee on their regular day off shall be compensated for at the applicable overtime rate.
- 6) Subject to Article 9.1.2 (c), should a RDO fall on a designated statutory holiday, a mutually agreed to alternate day shall be assigned.
- 7) If an employee is ill on a scheduled RDO, there will be no other day assigned and there will be no charge against sick leave credits. Employees shall make reasonable effort to schedule medical and dental appointments on days off.
- 8) All scheduled RDOs shall be adjacent to weekends unless changed by mutual agreement subject to the conditions outlined in Article 9.1.2 (c).
- 9) While on sick leave or vacation leave, the number of days charged against the employee's sick or vacation leave shall not include their scheduled RDOs during that period.
- 10) While on sick leave, the number of days charged against the employee's sick leave shall not be more than one (1) day per working day.



Policy No: 3.22.3
Approved by:
Effective:
Revised:

3.22.3 PAY ADMINISTRATION

POLICY

Salaries and wages for all Gabriel Dumont Institute (GDI) employees shall be paid on a semi-monthly basis. Employees shall be paid on the 15th day and the 31st day of the month or the last full working day prior to the 15th or the 31st day of the month.

All information relating to payment statements for each cheque, showing the gross amount, itemized deductions, and the net amount payable can be found on the GDI internet site (<http://services.gdins.org>).

PROCEDURE

- 1) Regular payment will be made through the Department of Finance and Operations on or before the 15th day and the last day of the month or the last full working day prior to the 15th or the last day of the month.
- 2) For work periods which are for a partial month, the employee will be reimbursed on the following basis:

Groups A and C and out-of-scope employees

Payment = the number of days worked multiplied by the monthly salary rate divided by the number of working days per month (including designated holidays)

Group B employees

Payment = the number of days worked multiplied by the daily salary rate

- 3) Payment for salary shall be made by cheque or direct deposit in the name of the employee only.
- 4) The paycheque will be issued either by hand or by the mail. Employees should discuss this matter with the Accounting Clerk responsible for payroll.



GABRIEL DUMONT INSTITUTE
of Native Studies and Applied Research

Policy No: 3.22.4
Approved by:
Effective:
Revised:

3.22.4 SALARY ADVANCES

POLICY

The Gabriel Dumont Institute discontinues all wage advances except for extenuating circumstances authorized by the Executive Director, and all outstanding amounts will be collected at a minimum rate of twenty-five (25%) per cent of the total advance.



Policy No: 3.22.5
Approved by: GDI Board of Governors
Effective: May 9, 2014
Revised: April 8, 2014

3.22.5 ANNUAL INCREMENTS

POLICY

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

PROCEDURE

All new Institute employees will be assigned one (1) increment date as per Article 10.5.1.1 of the Collective Bargaining Agreement and the qualifying criteria set out in this policy.

Commencing January 1, 2012, increment dates will be set as the first (1st) day of the month immediately following the employee's initial start date with the Institute with no retroactivity.

The only exception to this are those employees who were included in the joint job Evaluation and explicitly included in the Memorandum of Agreement on Implementation of New Classification Plan, signed December 11, 2006.

Increment dates may only be altered if the employee moves to a new classification within the Institute. Upon this occurring, the increment date shall change to the first (1st) of the month following appointment. An employee who fails the probationary period in the new position and reverts back to their original position will have the increment date revert as well.

LONG SERVICE INCREMENT

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

Out-of-scope employees:

An out-of-scope employee is entitled to the Long Service Increment upon reaching Step 8 in a classifications wage grid and having completed fifteen (15) years of service with the Institute.



Policy No: 3.22.6
Approved by:
Effective:
Revised:

3.22.6 PAY ALLOCATION ON VOLUNTARY DEMOTION

POLICY

Pay Allocation on Voluntary Demotion

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



Policy No: 3.22.7
Approved by:
Effective:
Revised:

3.22.7 TEMPORARY PERFORMANCE OF HIGHER DUTIES

POLICY

All Gabriel Dumont Institute (GDI) staff members shall be entitled to a 10% bonus of their current salary, which shall be pro-rated from the time that the Temporary Performance of Higher Duties (TPHD) has been approved, provided the employee assumes higher program and/or personnel responsibilities. The TPHD must be in approved in writing and in advance by the Executive Director or designate. Under no circumstances will this policy apply to situations of under ten (10) consecutive working days or in excess of thirty (30) working days. In excess of thirty (30) days, the position would be considered as an acting position. An acting position means that the employee would assume the title and duties of the position and would receive the pay consistent with the level of the position.

This policy does not apply to vacation leave.

Union-Specific Issues

Temporary Performance of Higher Duties

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

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

Substitution shall not exceed one-hundred and thirty (130) working days. Extension may be granted by agreement between the Institute and the Saskatchewan Government and General Employees' Union.

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



Policy No: 3.22.8
Approved by:
Effective:
Revised:

3.22.8 OVERTIME PAY

POLICY

All overtime shall be on a voluntary basis.

Gabriel Dumont Institute (GDI) employees may not accumulate overtime in the performance of their duties without prior written authorization of their supervisor.

Overtime hours will not ordinarily be paid out in salary but preferably will be taken as time in lieu before the end of the month in which they are generated, if at all possible, and may be accumulated upon approval by the Executive Director or designate. All overtime must be used up by the end of March of each year. Overtime hours may not be combined with annual leave days without the prior written permission of the Executive Director or designate.

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

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

In addition to the 1 1/2 times pay rate and the additional day off, an employee who is authorized to perform overtime work on a designated holiday shall be paid at a rate of two (2) times their regular pay for each hour in excess of normal hours which they work.

Employees who are required to work evenings or overtime, beyond 9 pm, shall, on request, have transportation provided to their place of residence.

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

Management may require an employee to take time off at the appropriate overtime rate in lieu of payment for overtime worked. Time off in lieu shall be taken at a time mutually agreeable to the employee and the out-of-scope supervisor. If time off in lieu cannot be taken within ninety (90) days, and there has not been an agreement as to when the time can be taken off after the ninety (90) days of earning the time in lieu, then the employee may be paid at the rate the time was earned.

An employee cannot accumulate more than the equivalent of one (1) of their work weeks as time in lieu.

Overtime, if it is to be paid out, shall be paid out with the employee's regular pay.

PROCEDURE

- 1) Employees will fill in an *Authorization for Overtime* form outlining the nature of work, reason for overtime, amount of overtime anticipated, and position affected. This form should be filled out before the employee's overtime begins. This form should be filed with the Executive Director and the Department of Finance and Operations.
- 2) Each hour of overtime will be calculated at 1.5 hours.
- 3) All records of overtime will be kept in the employee's personnel file.



Policy No: 3.22.9
Approved by:
Effective:
Revised:

3.22.9 OUTSIDE EMPLOYMENT

POLICY

Employees may be employed outside of the Gabriel Dumont Institute (GDI) provided that such employment does not:

- 1) Cause an actual or apparent conflict of interest;
- 2) Interfere with regular duties; or
- 3) Involve the unauthorized use of GDI premises, equipment, materials, or supplies.

In the event it is perceived that a potential or actual conflict of interest exists, employees shall immediately discuss the matter with their out-of-scope manager. Where infringement upon normal duties is unavoidable, the out-of-scope manager may require that all or part of the fee received be paid to GDI.

Employees shall not accept outside employment in a position having essentially the same duties as their GDI position. This is covered by an agreement between GDI and the external agency.

This policy may be waived provided that the Executive Director, upon review, finds it essential to do so in order to meet operational needs and is satisfied that sufficient safeguards are in place to ensure that GDI's interests are not compromised.

PROCEDURE

Employees seeking or considering outside (additional) employment should discuss the issue with their immediate supervisor or the Executive Director.



Policy No: 3.22.10
Approved by:
Effective:
Revised:

3.22.10 SEVERANCE OR NOTICE OF LAYOFF PAY

POLICY

The Gabriel Dumont Institute (GDI) operates under *The Saskatchewan Labour Standards Act* (LSA). The LSA prescribes a set of minimum standards for notice of termination and/or provision of pay in lieu of such notice that employers in the province are obligated to provide to their employees. These minimum standards must be adhered to unless an agreement is in place that provides notice or pay in lieu that exceeds these minimum standards.

The Collective Bargaining Agreement (CBA) between GDI and the Saskatchewan Government and General Employees' Union provides that a union employee whose job has been abolished shall be entitled to severance or pay in lieu of notice based on three (3) weeks per year of service. Pay will be calculated on the basis of the employee's rate of pay at the time of separation. For all GDI employees, notice of lay-off will be deemed to have been provided if a definite term is stated explicitly at the commencement of the period of employment.

For all other GDI employees, the notice, or pay in lieu of notice, that will be provided is equivalent to the notice set out in Section 43 of the LSA as follows:

Except for just cause, any GDI employee who has been in service to the Institute for at least three (3) consecutive months shall be provided the following notice of termination or combination of notice and time in lieu of notice:

- a) One (1) week's written notice, if the period of employment is less than one (1) year.
- b) Two (2) week's written notice, if the period of employment is one (1) year or more but less than three (3) years.
- c) Four (4) week's written notice, if the period of employment is three (3) years or more but less than five (5) years.
- d) Six (6) week's written notice, if the period of employment is five (5) years or more but less than ten (10) years.
- e) Eight (8) week's written notice, if the period of employment is ten (10) years or more.

Unless GDI has provided working notice that complies with the requirements set out in this policy, the CBA and Section 43 and pursuant to Section 44(2) of the LSA, the Institute is obliged to pay a terminated employee the equivalent of the employee's normal wage for the period stipulated in this policy and in Section 43 of the LSA.



Policy No: 3.22.11
Approved by:
Effective:
Revised:

3.22.11 VACATION LEAVE AND VACATION ALLOWANCE

POLICY

With the exception of Group B Staff who work on a one-hundred ninety nine (199)-day year basis (and out-of-scope employees with employment contracts that specify otherwise), vacation and vacation allowances shall consist of the following:

For the purposes of this policy, the vacation year shall be the fiscal year (April 1-March 31). Gabriel Dumont Institute (GDI) employees are encouraged to use vacation days accrued in the current period.

In-scope employees shall be entitled to three (3) weeks or fifteen (15) days annual vacation with pay after having worked for one (1) full year and less than five (5) years with the Institute. If the employee has worked less than one (1) full year, they shall be entitled to one point two-five (1.25) days vacation for every month worked on a full-time basis.

In-scope full-time employees with five (5) years of service with the Institute shall be entitled to four (4) weeks or twenty (20) days of annual vacation with pay in each subsequent year of employment up to and including ten (10) years.

In-scope full-time employees with ten (10) years of service with the Institute shall be entitled to five (5) weeks or twenty five (25) days of annual vacation with pay in each subsequent year of employment up to and including fifteen (15) years.

In-scope, full-time employees with fifteen (15) or more years of service with the Institute shall be entitled to six (6) weeks or thirty (30) days of annual vacation pay.

Out-of-scope employees shall be entitled to four (4) weeks or twenty (20) days annual vacation with pay after having worked for one (1) full year and less than five (5) years with the Institute.

Out-of-scope employees with five (5) years of service with the Institute shall be entitled to five (5) weeks or twenty five (25) days of annual vacation with pay in each subsequent year of employment up to and including ten (10) years.

Out-of-scope employees with ten (10) years of service with the Institute shall be entitled to six (6) weeks or thirty (30) days of annual vacation with pay in each subsequent year.

Regular Days Off (RDOs) shall not be considered a vacation day.

Employees shall be entitled to take vacation leave with pay annually.

An employee shall be entitled to carry over any unused vacation entitlement from one vacation year to the next to a maximum of five (5) days in total. Additional amounts may be carried over with the approval of the Executive Director or designate. Such requests and the Executive Director's response shall be in writing. Any payout which may result shall be at the employee's rate when earned. Any amounts approved to be carried

forward by the Executive Director must be approved by the Chairperson of the Board of Governors or designate.

During the required mandated, initial six (6)-month probationary period, employees earn vacation leave as set out in Article 14 of the Collective Bargaining Agreement (CBA) and this policy, but are unable to access the accrued time prior to completion of the probationary period. If the individual fails to successfully complete the initial probationary period, any vacation time accrued shall be paid out.

Employees who have not completed a year of service shall be entitled to vacation leave with pay to the extent it has been earned.

The month in which the employee commences employment shall be pro-rated for the purposes of vacation accumulation.

All employees who work less than full-time, year round, shall earn a vacation allowance on the appropriate pro-rata basis.

When any holiday(s) designated in Article 15 of the CBA falls within an employee's annual vacation, an additional day(s) vacation will be granted.

When an employee qualifies for sick leave, long term disability, bereavement, or any other approved leave during their vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall, by mutual agreement between GDI, the employer, and the employee, be either added to the vacation period or reinstated for use at a later date. Substantiation of all claims for deferred vacation must be provided, if requested.

No employee shall be required to work during their scheduled vacation. Should an employee agree to work, when requested, the period so displaced shall, at the employee's option, either be added to the vacation period or reinstated for use at a later date at a time mutually agreed upon.

An employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the out-of-scope supervisor.

An employee who leaves the service of GDI shall be paid in lieu of earned vacation leave which has not been used.

In the event of death of an employee, any amount due under this policy shall be paid to the estate.

In addition to any vacation earned up to March 31 of the preceding fiscal year, an employee leaving GDI on superannuation shall be entitled to full vacation leave or pay in lieu in the fiscal year of retirement.

In calculating the number of completed months of service an employee has, for the purposes of receiving pay in lieu, twenty (20) days worked shall constitute a month of service. A regular day off shall count as a day of service.

Group B Staff

Group B Staff who work a one-hundred and ninety-nine (199)-day year shall be entitled, in each school year, to a minimum of six (6) consecutive weeks of unassigned days, unless a waiver form has been signed.

Out-of-Scope Employees

If the terms of an out-of-scope employee's contract do not explicitly state the level of vacation leave and vacation allowance provided, the terms outlined in this policy will apply to the out-of-scope employee.



Policy No: 3.22.11.1
Approved by:
Effective:
Revised:

3.22.11.1 VACATION ALLOWANCE ACCRUAL

POLICY

Gabriel Dumont Institute (GDI) upholds the philosophy that vacation is a valuable employee benefit that must be utilized to the best possible advantage. It is expected that all employees use their allotted vacation time in full every year as set out in the Institute Vacation Leave and Vacation Allowance (3.23.11) Policy.

Vacation accruals represent an outstanding financial obligation and liability to the Institute. In the case of an employer or employee terminating their employment relationship for whatever reason, accrued vacation must be paid out. In order to reduce the liability represented by an accrued vacation payout, GDI employees are encouraged to utilize their vacation allotment (by taking time off) as it accrues during the year. If there are accruals in excess of the allowable carry forward and the employee is unable to reduce that total through usage, the Executive Director may authorize the payout of a maximum of 10 (ten) accrued vacation days to an employee.

Policy 3.23.11 explicitly details the maximum vacation time that may be carried forward from one fiscal year to the next. Accrued vacation can only be carried forward to the prescribed level, and any carry forward above the explicitly stated level will be considered on an exceptional and case-by-case basis. Employees who wish to carry forward any vacation time that is in excess of the five (5) days in total must submit a formal letter to the Executive Director with rationale as to why the carry forward is warranted and a detailed plan as to how the accrual will be reduced. Consideration will only be given to those employees who request to carry forward vacation time due to:

- ∞ Business purposes (such as the assignment of priority work or work of a critical nature over an extended period of time which prevents normal vacation scheduling); and
- ∞ Exceptional circumstances out of the employee's control.

A detailed timeline that clearly outlines how the carry forward accrual will be reduced within the preceding 3-6 month period should be accompanied in any request for vacation time accrual.



Policy No: 3.22.12
Approved by:
Effective:
Revised:

3.22.12 GENERAL LEAVE

POLICY

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

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

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

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

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

For a general leave of more than ninety (90) consecutive calendar days, employees shall be entitled to earn increment benefits only, as outlined in the Collective Bargaining Agreement.



Policy No: 3.22.13
Approved by:
Effective:
Revised:

3.22.13 DESIGNATED HOLIDAYS

POLICY

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

Falling on Days of Rest

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

Working on Designated Holidays

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

In addition to the 1 1/2 times pay rate and the additional day off, an employee who is authorized to perform overtime work on a designated holiday shall be paid at a rate of two (2) times their regular pay for each hour in excess of normal hours which they work.

PROCEDURE

- 1) Employees will fill in an *Authorization for Overtime* form outlining the nature of work, reason for overtime, amount of overtime anticipated and position affected. This form should be filled in before the employee’s overtime begins. This form should be filed with the Executive Director and the Department of Finance and Operations.
- 2) Each hour of overtime will be calculated at 1.5 hours.
- 3) All records of overtime will be kept in the employee’s personnel file.



Policy No: 3.22.14
Approved by:
Effective:
Revised:

3.22.14 MEDICAL/SICK LEAVE

POLICY

Intent

The Gabriel Dumont Institute (GDI) shall provide the following program to assist employees who are absent from the workplace due to illness or injury. Employees have a responsibility to make every effort to ensure that they return to work in a state of health and well being which will enable them to perform their job to the best of their abilities.

This policy shall:

1. Provide an outline for employee sick leave accrual;
2. Discuss the required reporting procedures for sick leave;
3. Outline Return to Work guidelines; and
4. Outline the requirements for Long-Term Disability.

Sick leave is defined as the period of time an employee is absent from work with pay by virtue of being sick, disabled, under examination or treatment of a licensed physician, chiropractor or dentist due to an accident or illness for which compensation is not payable from other articles within the Collective Bargaining Agreement (CBA) or Workers' Compensation benefits.

A GDI employee making arrangements for the care of an ill dependent can access sick leave. Such time for arranging care shall not normally exceed one (1) day at an occurrence.

For the benefit of its employees, GDI provides sick leave. Patterns of sick leave may be monitored if they are chronic and/or persistent.

Sick Leave Accrual

- ∞ GDI employees will accrue sick days at a rate of one point six-seven (1.67) days per month, twenty (20) per year with the following exceptions: employees operating within part-time contracts accrue sick time on a pro-rated basis according to the level they are employed and casual employees who submit timesheets do not gain sick time credits.
- ∞ The unused portion of any employee's sick leave credits shall accumulate from year to year to a maximum of one-hundred and twenty five (125) days.
- ∞ A deduction shall be made from accumulated sick leave of all normal working days (exclusive of Regular Days Off, Workers' Compensation claims and designated holidays or unassigned days) absent for sick leave.

- ∞ Any GDI employee who becomes ill and does not have sufficient sick time credits accrued shall be advanced up to five (5) days sick leave. These days shall be deducted from the employee's future accruals of sick credits.
- ∞ An employee who requests access to their vacation accruals will be required to bring any negative sick credit accruals to a zero (0) sum balance from their vacation accrual prior to authorization.
- ∞ In the event that a GDI employee terminates or has their employment terminated by the Institute, any advanced sick leave credits will be deducted from that employee's final pay.
- ∞ Employees are eligible to receive their full salary while absent from work due to illness or injury up to a maximum of one-hundred and twenty-five (125) consecutive calendar days. GDI may request an employee who has or has requested access to three (3) or more consecutive sick days, to produce a medical certificate. When GDI requires an employee to produce a medical certificate, the Institute shall pay the cost of that certificate.
- ∞ Less than full time employees with sick leave credits shall be paid only for those days on which they were scheduled to work.

Reporting

- ∞ Employees will report any illness or injury attributed to the workplace to their immediate Supervisor (or designate) as soon as possible. The supervisor will complete any documentation required and will contact the Department of Human Resources to begin Workers' Compensation paperwork.
- ∞ An employee is obliged to inform their immediate supervisor (or designate) as soon as reasonably possible, preferably on the day of absence, of their absence due to illness or injury, their expected return to work date, or any change to their expected return to work date.
- ∞ GDI may, as per Article 16.5 of the CBA, request an employee who has or has requested access to three (3) or more successive sick days, to produce a medical certificate. When GDI requires an employee to produce a medical certificate, the Institute covers the certificate's cost.
- ∞ After an absence of five (5) days, and when requested thereafter by GDI, the employee must provide a written statement indicating that the employee is under a medical doctor's care, their inability/ability to attend and perform work, and their estimated date of return to work. Consistent with its obligations under the Canadian Human Rights Code and these policies, GDI shall not abuse its right to request medical verification of illness by making unnecessary requests for medical documents.
- ∞ GDI reserves the right to require medical certification of illness or injury, and information relevant to the employee's ability to attend and perform work, either from the employee, their health care professional and/or from a medical examination by a health care professional mutually agreed upon by GDI and the employee, as per the Institute's Return to Work Policy. Should there be no agreement between the employee and GDI within five (5) days, a medical professional that is jointly agreed upon by both parties will carry out such medical examination. GDI will pay for the costs associated with the medical examination referred to in this sub-clause.
- ∞ Nothing in this policy shall permit or allow any disclosure of medical information from the appropriate health care professional other than the results of specific examination referred to herein.
- ∞ Any employee who becomes sick and does not have sufficient sick days accumulated to cover the

absence shall be advanced up to five (5) days of sick leave. These days shall be deducted from future accumulation. In the event that an employee terminates or has their employment terminated by GDI, any advanced sick leave days will be deducted from the employee's final pay.

- ∞ Any employee who has a negative sick time accrual, as outlined in the above section, must bring the accrual to a zero (0) balance prior to accessing vacation accruals.
- ∞ Any employee that fails to report an absence, and is away from work for four (4) or more consecutive days may be subject to disciplinary action up to and including termination of employment.

Return to Work (RTW)

(As per GDI Return to Work Policy)

- ∞ GDI will provide reasonable accommodation for the employee who may be able to return to work on a part-time basis with or without restrictions.
- ∞ For employees who are absent from the workplace due to illness or injury, GDI will support a proactive and collaborative return to work program. Employees have a responsibility to participate in such a program, if possible, in light of their medical condition. The program will involve the joint efforts of the employee, the employee's medical doctor, benefits provider (if applicable), the immediate supervisor, the Department of Human Resources, and the Saskatchewan Government and General Employees' Union (if appropriate).
- ∞ If the return to work program involves assessments of the employee's physical ability, the benefits provider (if appropriate), the Department of Human Resources, or an independent third party, GDI shall fully pay the costs of these assessments.
- ∞ In all cases, the return to work program shall be consistent with the parties' duty to reasonably accommodate an employee's handicap, short of unreasonable hardship.

Long-Term Disability

If an absence due to illness or injury continues beyond the total number of accrued calendar days of sick time or after the mandated one-hundred and nineteen-(119) day wait period instituted by the benefit provider, the employee may qualify for the long-term benefit plan offered by the benefit provider.

For a disability resulting from workplace injuries or illnesses, Saskatchewan Workers' Compensation would be the benefit provider and would, dependant upon eligibility criteria, pay the employee directly. The employee may also qualify for a Canada Pension Plan Disability Benefit.

Payments—Third Party Liability

If an employee is injured under circumstances entitling them to recover damages from a third party, the Institute, instead of paying benefits under the Sick Leave Credits, may authorize payments to the employee with the explicit understanding that the amounts will be recovered from the damages paid to the employee from the third party. In order to protect the Institute, this is subject to authorization and the employee having sufficient sick/vacation credits available to cover any payments should the damage claim not be successful for whatever reason.



Policy No: 3.22.15
Approved by: GDI Board of Governors
Effective: May 29, 2014
Revised: April 8, 2014

3.22.15 PRESSING NECESSITY AND BEREAVEMENT LEAVE

POLICY

Pressing necessity and bereavement leave shall be considered definite leave. Employees shall be allowed leave of absence with pay and without loss of seniority and employment benefits under this policy and in cases of this type of leave. Requests for days that may be required, if reasonable, shall be charged to the employee's sick leave. In an instance where an employee does not have enough sick leave credits, advancement of three (3) days of sick leave will be provided to the employee in accordance with the maximums allowable in GDI Policy 3.23.14 Medical/Sick Leave.

Pressing necessity will be considered in the case of serious illness, accidents, or death in the employee's immediate family. In exceptional cases, additional leave may be granted at the discretion of the Board of Governors.

Leave granted under this policy and Article 18.2 of the Collective Bargaining Agreement shall be granted in keeping with the following:

- 1) Pressing Necessity is defined as an absence from work in order for the employee to deal with an unforeseen, unusual or emergency situation which normally involves the health or safety of the employee or their immediate family. Employees may access up to three (3) days sick leave for Pressing Necessity.
- 2) Bereavement is an absence from work due to death in the employee's immediate or extended family. Bereavement leave covers only scheduled work days.

Immediate family is defined as the employee's spouse, common-law partner, son, son-in-law, daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, brother, sister, grandparent or grandchild.

Extended family is defined as the employee's aunt, uncle, niece, nephew, brother-in-law, sister-in-law, first cousin, and those other significant family members.



Policy No: 3.22.16
Approved by:
Effective:
Revised:

3.22.16 UNION BUSINESS LEAVE

POLICY

Saskatchewan Government and General Employees' Union (SGEU) members attending union business shall be granted a leave of absence (subject to reimbursement in accordance with Article 18.3) provided:

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

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

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



Policy No: 3.22.17
Approved by:
Effective:
Revised: Dec. 4, 2009

3.22.17 PROFESSIONAL DEVELOPMENT AND EDUCATION LEAVE

POLICY

Intent

This policy have been adopted by the Gabriel Dumont Institute (GDI) to enhance professional and program development opportunities for staff by supporting participation in professional conferences, and educational activities relevant to post-secondary, continuing education and program development practice, and by encouraging the sharing of knowledge gained through participation in professional development activities.

Activities Eligible for Support

The general types of professional development activity that this policy is intended to support include the following:

- ∞ Professional conferences and special events relevant to program development practice within the context of continuing education;
- ∞ Métis cultural activities; and
- ∞ Educational programs, including, but not limited to seminars, certificate programs, undergraduate and graduate studies, that are relevant to the programming strategy or to assist in preparing for other employment opportunities within the Institute.

Principles

1. As part of the annual budgeting process, a reasonable expenditure, given the policy objectives and the financial position of the operation, will be committed to support the three (3) types of professional development activity previously identified.
2. Academic and support staff actively employed in a continuing position are eligible to apply for professional development support. A target of five-hundred (\$500) dollars has been set per employee per fiscal year.
3. Support related to conference attendance and participation in educational programs will be provided for the following types of expenditures—registration and tuition fees, reasonable transportation, and accommodation costs as per an approved budget.
4. In general, preference will be given to applicants who:
 - ∞ Have not received professional development support within the fiscal year; and

- ∞ Demonstrate the relevance of participation to their assigned duties and to specific professional/program develop objectives they hope to achieve
- 5. In general, and where applicable, a maximum of two (2) registrations for a given conference or educational event will be authorized from a single area or program. This is put in place to ensure that disruption to daily operations of a program is minimized.
- 6. Where there is sufficient interest in a particular topic, the development of in-house training programs will be considered.
- 7. Staff who receive funds under this policy are required to find ways to share their learning experiences with other staff and should, on their request for funds, indicate how this sharing of information will be accomplished. Staff will be expected to advise their immediate supervisor of when and how this will be accomplished.
- 8. Due to limited resources, support for a given application/project, or for a given staff member during the fiscal year, will not normally exceed the five-hundred (\$500) dollar target.
- 9. Employees who receive funds are expected to attend and successfully complete the course or program.

Procedures for Implementation

1. Employees are solely responsible for determining what professional development they would like to pursue and for submitting requests to their immediate supervisor for approval. These requests for professional development must include all relevant costs, time frames, and the benefit that the professional development will provide the Institute. Whenever possible to allow for the approval process and issuance of payment, all professional development requests must be submitted, complete with all information, including how payment will be made for the event, at least two (2) weeks in advance of an internal or locally-held event or project start date and at least three (3) weeks in advance of an external event or project start date.
2. Professional development funds will be administered in as equitable and fair a manner as possible given the guidelines and given the need to make timely decisions on requests for support.
3. Staff applying for funding for job-related courses/workshops/seminars eligible for tuition reimbursement must comply with GDI's requirements relating to tuition reimbursement. Failure to independently comply with these requirements may render the staff member ineligible for future support under this policy.
4. The policy will be administered through the Department of Human Resources and the program for which the individual applying for funding is employed. The Department of Human Resources will be responsible for developing and revising the policy, disseminating professional development information to staff, approving applications (in conjunction with the program coordinators or directors) and monitoring professional development expenditures, and monitoring the information sharing requirement.

All applications involving job-related training eligible for tuition reimbursement through the Department of Human Resources should be submitted to the Director of Human Resources and the employee's immediate supervisor.

Procedures for Tuition Reimbursement for Eligible Job-Related Courses, Workshops, and Seminars

Job-related courses, workshops, and seminars offered internally or by other educational providers may be eligible for full or partial reimbursement according to the provisions of the staff development policies of the Department of Human Resources. Staff members who apply for funds under the Institute's professional development policy for job-related courses, workshops, or seminars must comply with the following requirements relating to tuition reimbursement. Failure to independently comply with the requirements will render the staff member ineligible for future support for job-related training under the division's policy.

1. Application

The following procedures are to be used in applying for professional development support for job-related courses, workshops, and seminars.

- 1.1 The staff member will complete a *Professional Development Request Form*, including all required information, such as the relevant course/workshop/seminar registration form as well as the information on course/workshop/seminar content and the method of Institute reimbursement, and submit the forms to their immediate supervisor.
- 1.2 The immediate supervisor will complete the *Coordinator's Recommendations* section of the *Professional Development Request Form* indicating how the requested course is job-related and will benefit the employee and the Institute. The supervisor will also sign below the comment section, indicating approval for the staff member to be away from work for the development applied for and the time period required.
- 1.3 The request form, the event registration form, and any relevant information pertaining to the event will be submitted to the GDI director in charge of the program for budgetary approval. If the course requested is an external course, arrangements for payment of any costs involved must also accompany the request for funding.
- 1.4 The request for professional development, after it has been authorized by the director, will be forwarded to the Executive Director for final approval. Once all required parties have authorized the form, it is submitted to the Department of Human Resources for distribution to the appropriate sector of the Finance Department for processing.
- 1.5 Upon completion of the event, the staff member is responsible for providing their immediate supervisor with confirmation of event completion. This is required by the Department of Human Resources to ensure that all authorized professional development events that have been expensed are completed.
- 1.6 In order for the knowledge acquired through conferences and special events attended to be shared with other GDI staff, the following methods of dissemination would suffice: paper copies, electronic scans (PDFs) or photocopies of information provided, power point presentation, or other forms of appropriate presentation. How this knowledge is shared must be cleared through the program the employee is working to ensure that it has been disseminated to all employees who would benefit from the knowledge.

Approval

The immediate supervisor will notify the staff member and the director of the program, both verbally and by returning a copy of the approved *Professional Development Request Form*, indicating whether or not the application was approved as well as the amount of the funding that will be provided under the professional development policy.

Education Leave

Education Leave Without Pay

Any Institute employee may be granted educational leave without pay at the discretion of the Executive Director and/or the GDI Board of Governors.

Additional information regarding unpaid educational leave:

- 1) In all cases, GDI will attempt to return the applicant to their original position following an unpaid education leave. The Institute will guarantee to re-appoint the applicant to a position which bears similar equivalence and function to the applicant's position prior to the unpaid education leave, unless a position similar no longer exists;
- 2) The Institute cannot guarantee the geographical location in which the applicant will be re-appointed;
- 3) During the course of the unpaid leave for a unionized employee, the Institute will guarantee that no loss of seniority will occur;
- 4) Employees on unpaid education leave may continue to make the total contributions to the benefit plan in order to continue to receive the benefits for which they are eligible;
- 5) GDI will not contribute to the applicant's pension plan during the unpaid education leave period. The pension shall remain in good standing and payments into the plan shall commence once the applicant completes the unpaid education leave; and
- 6) The terms and conditions for the unpaid education leave will be explicitly spelled out to the applicant in an agreement.

Procedure

Employees should discuss the matter with their immediate supervisor. If they are in agreement, the employee must submit a document to the program's director, outlining the following:

- 1) The term of the leave being requested;
- 2) Name of the institution, agency, or provider of the educational session; and
- 3) How the Institute will benefit from attendance at the educational session.

The request must be accompanied by the recommendation and signature of the applicant's immediate supervisor. In addition, the applicant will be required to provide a signed statement attesting that they are fully aware of the Institute's educational leave regulations and guidelines and have waived any claim to education leave pay.



Policy No: 3.22.18
Approved by: GDI Board of Governors
Effective: Sept. 17, 2009
Revised: April 8, 2014

3.22.18 MATERNITY/PARENTAL/ADOPTION/GUARDIANSHIP LEAVE

POLICY

The Gabriel Dumont Institute (GDI) has adopted this policy to ensure that its full-time permanent employees are provided with paid time off to coincide with the birth or adoption of a child. The Maternity/Parental/Adoption/Guardianship Leave policy has been designed to allow our employees to care for their newborn, adopted child, or a child they are named legal guardian over, without fear of a negative impact on their employment status or opportunities with the Institute.

This policy shall:

- 1) Provide the eligibility requirements for Maternity/Parental/Adoption/ Guardianship Leave;
- 2) Describe the procedure for requesting Maternity/Parental/Adoption/Guardianship Leave;
- 3) Outline the benefits available to employees on Maternity/Parental/Adoption/ Guardianship Leave; and
- 4) Define the parameters for the maximum allowable duration of Maternity/Parental/ Adoption/Guardianship Leave.

Maternity/Parental/Adoption/Guardianship Leave Eligibility Requirements

A permanent, full-time employee who will become a new parent shall be eligible for Maternity, Paternity, Adoption, and Guardianship Leave. The employee must be currently employed by the Institute and have been employed by GDI for at least twenty (20) weeks in the fifty-two (52) week period immediately preceding the day the requested leave is to commence.

Maternity Leave

Biological mother

Parental/Adoptive/Guardianship Leave

Father

Adoptive parent

Domestic partner

Request for Maternity / Parental / Adoption/ Guardianship Leave Procedure

To ensure that the Institute can make the necessary arrangements to accommodate an employee taking Maternity/Parental/Adoption/Guardianship Leave, employees are asked to provide four (4) weeks notice before commencement of leave (except when unavoidable circumstances prevent such notice). This will assist the company to find staffing solutions and to alleviate any additional work stress on other employees that may occur as a result of the employee's absence.

Submission of a request for Maternity/Parental/Adoption/Guardianship Leave must be made (in writing) to the employee's immediate supervisor and the Human Resource Department. These requests shall be accompanied by any appropriate documentation.

GDI requests four (4) weeks notice regarding the employee's expected date of return to work. Human Resources should be contacted as soon as possible in the event of any changes.

Benefits

During the time of the leave, should the employee choose to continue with their health and disability insurance, or any other benefits made available by the company, the employee shall be expected to continue their appropriate financial contributions towards them.

Employees who become legal guardians shall be entitled to the same benefits.

Duration of Leave Parameters

The maximum term of the leave will consist of any period of up to twelve (12) months in any combination before, or after the birth, adoption, or appointment as legal guardian of the child. Where a doctor's certificate is provided stating that a longer period of maternity leave is required, an extension of up to twelve (12) additional months may be permitted (at the Executive Director's discretion).

The Maternity Leave to which an employee is legally entitled shall consist of a period not exceeding eighteen (18) weeks, commencing at any time immediately preceding the date of birth [Subsection 23(3) *The Saskatchewan Labour Standards Act*].

In the event of medical complications arising out of the pregnancy that results in the employee not being able to return to work at the expiry of an approved leave of absence, the employee is eligible to access payment up to her normal salary from any accumulated vacation or sick leave credits.

In the event that the employee requires leave before the actual birth or adoption due to medical reasons or to fulfill legal adoption obligations, sick time credits may be used according to the parameters set out in Policy 3.23.14 Sick/Medical leave and Article 16 of the Collective Bargaining Agreement.

In the event that a mother gives birth to, or adopts a child (or children) that necessitates lengthy post-natal hospitalization, she shall have the option to delay all or part of her Maternity Leave until the child (or children) may be released from the hospital's care.

While on Maternity, Paternity, Adoption, or Guardianship Leave, an employee shall accumulate seniority or length of service for the days the employee would normally have been employed (when applicable), accumulate

service towards increments, and accumulate all other benefits.

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

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

Maternity/Parental/Adoption/Guardianship Leave must be taken in one continuous leave. Any employee that elects not to use the maximum amount of leave available shall not have the option of taking any unused leave time at a later date.

Maternity Leave Allowance

Prior to the commencement of a Maternity Leave as specified in this policy, an employee shall choose either Option A or Option B outlined below:

Option A:

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

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

Option B:

An employee on Maternity Leave may access her accumulated sick leave credits for the health-related portion of the Maternity Leave as determined by medical documentation provided by her physician. GDI will pay its usual share of benefit premiums on behalf of the employee during her health-related absence, in the same way it pays benefit premiums for an employee in receipt of sick leave credit.

Legal Compliance

GDI shall honor this policy in accordance with any applicable governing laws. Employees that require Maternity/Parental/Adoption/Guardianship Leave shall not be discriminated against, nor shall their salary or employment status at the Institute be negatively affected by it.



Policy No: 3.22.19
Approved by:
Effective:
Revised:

3.22.19 EXCHANGE LEAVE/SECONDMENT

POLICY

A Gabriel Dumont Institute (GDI) employee may apply to their supervisor for an exchange leave/secondment subject to the following provisions:

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



Policy No: 3.22.20
Approved by:
Effective:
Revised:

3.22.20 WORKERS' COMPENSATION LEAVE

POLICY

All Gabriel Dumont Institute employees will be covered for Workers' Compensation at the expense of the employer. Employees who are injured during working hours or in the performance of required duties after working hours will be entitled to such compensation benefits at rates provided by the Workers' Compensation Board.



Policy No: 3.22.21
Approved by:
Effective:
Revised: Sept. 17, 2008

3.22.21 JURY DUTY/WITNESS LEAVE

POLICY

Jury Duty Leave

A Gabriel Dumont Institute (GDI) employee shall be granted leave of absence with pay for all absences resulting from or associated with being summoned to serve on a jury or being subpoenaed as a witness in civil or criminal proceedings. In all cases of absence, the employee will assign any fees received to the Institute, the employer.

Either GDI or the out-of-scope employee may request an excuse from jury duty if, in the Institute's opinion, the employee's absence would create serious operational difficulties.

Witness Duty Leave

The Institute encourages employees to appear in court for witness duty when subpoenaed to do so. Employees may be granted time off to appear in court as an un-subpoenaed witness. In these cases, employees would be expected to utilize vacation leave (or an RDO (Regular Day Off) or PPID) for this time.

If employees are requested to testify on behalf of the Institute, they will receive paid time off for the entire period of witness duty.

PROCEDURE

The employee shall produce, as soon as possible, a summons or subpoena or submit other evidence that shows the necessity of attendance at court so that the supervisor may make arrangements to accommodate their absence.

Employees are expected to report for work whenever the court schedule permits.



Policy No: 3.22.22
Approved by:
Effective:
Revised:

3.22.22 LEAVE FOR PUBLIC OFFICE

POLICY

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

GDI, the employer, may grant an indefinite leave, for the term office, to any permanent, unionized employee elected to public office as set out above within the parameters set out in the Collective Bargaining Agreement.

Out-of-scope employees seeking public office will receive the same treatment as unionized employees unless otherwise specified in their employment contract.



GABRIEL DUMONT INSTITUTE
of Native Studies and Applied Research

Policy No: 3.22.23
Approved by:
Effective:
Revised:

3.23.23 TIME OFF TO VOTE

POLICY

The Gabriel Dumont Institute encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If the employee is working a shift that does not permit them three (3) consecutive hours off to vote, they are encouraged to inform their supervisor. The supervisor will work with the employee to ensure that the employee's absence does not unduly disrupt the Institute's operations and will provide adequate time off for the employee to vote without any loss of pay.



Policy No: 3.22.24
Approved by:
Effective:
Revised: Sept. 17, 2009

3.22.24 RETURN TO WORK

POLICY

The Return to Work (RTW) Policy is designed for workers who have been injured or fallen ill and aims to safely return workers to employment at the earliest possible date following an injury or illness. This policy applies to regular full-time and part-time employees and will be followed whenever appropriate.

The Gabriel Dumont Institute (GDI) is committed to providing a safe and healthy workplace. In the event of a workplace accident, GDI employees are expected to immediately report the incident to their direct supervisor, an Occupational Health and Safety representative, and if applicable, the Saskatchewan Government and General Employees' Union (SGEU).

Should the injury cause the employee to require substantial time away from work or create a disability that restricts their ability to work, the employee will be expected to return to work as soon as it is safe to do so.

This policy shall:

- 1) Issue guidelines for returning to work; and
- 2) Define GDI's expectations for employees under the return to work policy.

In any employee absence that exceeds ten (10) working days and is related to an illness or injury sustained by a GDI employee that is not covered under Workers' Compensation, the employee shall be required to advise the Institute as soon as possible to begin the process of implementing the return to work (RTW) plan that will enable the worker to gradually return to full function.

For the RTW Policy to be effective, it is important that employees provide the Institute with detailed information pertaining to their inability to perform their employment duties with medical documentation, so that work alternatives can be sought out.

Employee Responsibilities

Employees shall:

- 1) Establish and maintain contact with their supervisor regarding their injury rehabilitation progress.
Contact should be made at least once a week;
- 2) Obtain and follow all medical advice and work towards full recovery;
- 3) Produce documentation from their healthcare provider to corroborate that they cannot return to work for

an extended period of time and whether or not an RTW plan or accommodation plan could expedite the employee's safe return to work;

- 4) Put forth a reasonable effort to return to work safely, as early as possible; and
- 5) Provide their immediate supervisor with all pertinent information that could aid in the establishment of RTW options.

Supervisors shall:

- 1) Maintain and document all contact conducted through the duration of the employee's absence;
- 2) Identify employment opportunities based on the returning employee's abilities and limitations, and establish a timeline for the return of the absent employee; and
- 3) Take an active part in the planning and implementation of RTW arrangements for the employee.

The Department of Human Resources shall:

- 1) Establish and maintain communications with employees whose absence relating to an illness or injury exceeds ten (10) days;
- 2) Request that the employee produce documentation from their physician to establish their physical and mental abilities and any information on limitations resulting from the illness or injury;
- 3) Coordinate and implement the RTW process;
- 4) Provide the absent employee with information regarding the RTW process and ensure that they understand the procedures and their responsibilities;
- 5) Communicate with the employee, SGEU or association, supervisor, and attending physician to ensure a complete understanding of the absent employee's abilities, possible job restrictions, the physical job demands required, and a timetable for a return to work; and
- 6) Attempt to find an appropriate job match in the event that an injured or ill employee cannot return to their pre-injury position.

RTW Job Offer

When appropriate work for the injured/ill employee is found and approval is obtained from the physician giving clearance for work, a written job offer letter will be prepared by the Department of Human Resources and forwarded to the employee. The letter will note the medical clearance, start date, hours, wage, and the gradual RTW plan. The employee will be asked to sign the bottom of the letter indicating acceptance or refusal of the job offer and to return the letter to the Department of Human Resources.

Termination of Employer's Obligation

In the event that an injured employee has been offered re-employment and the worker has refused the offer, GDI, the employer's obligation to re-employ is ended.

Legal Compliance

GDI shall honour this policy in accordance with provincial and federal laws. Injured employees will be treated fairly and consistently.



GABRIEL DUMONT INSTITUTE
of Native Studies and Applied Research

Policy No: 3.22.25
Approved by:
Effective:
Revised:

3.22.25 STAFF RECOGNITIONS

POLICY

On behalf of the Board of Governors, the Gabriel Dumont Institute wishes to recognize the contributions of its long time employees. At each landmark date, the employee will receive an acknowledgment/gift valued at:

5 years of service	\$75
10 years of service	\$100
15 years of service	\$150
20+ years of service (retirement):	\$250

Employees are eligible to receive one gift at each landmark date.

Employees will only be eligible to receive acknowledgements/gifts from the effective date of this policy. No retroactive acknowledgements will be awarded.



Policy No: 3.22.26
Approved by:
Effective:
Revised: March 13, 2013

3.22.26 PENSION PLAN POLICY

POLICY

The Gabriel Dumont Institute (GDI) has established a pension plan for all its employees, both in- and out-of-scope. GDI, the employer, and the employees make equal contributions. Employees begin contributing to the pension fund after six (6) months of service with GDI. For each semi-monthly paycheque, a payroll deduction of seven and one half (7.5%) percent of the employees' semi-monthly salary will be deducted along with a matching amount from the Institute.

Frequently Asked Questions

- 1) When will I receive my retirement pension?

Your pension begins on the date you attain your normal retirement age, unless you elect otherwise. Your plan provides for early retirement at any time up to ten (10) years prior to your normal retirement age. If you decide to retire later than your normal retirement age, you can do so at any time up to the end of December in the calendar year of your 69th birthday or at such a time as required under the applicable legislation.

- 2) What amount of pension will I receive when I retire?

The pension you receive at retirement is provided by purchasing an annuity with the accumulated value of your contributions and the employer contributions. The amount you receive each month depends on your age, the accumulated value, and the cost of purchasing your pension at retirement.

If you choose an early retirement date, you can expect the amount of your pension to be lower than if you retired at your normal retirement date because fewer contributions will be made to the plan, and it is expected that you will receive payments for a longer period of time.

If you choose a later retirement date, you can expect the amount of your pension to be higher than if you retired at your normal retirement date because more contributions will have been made to the plan, and it is expected that you will receive payments for a shorter period of time.

- 3) What is the normal form of pension on retirement?

If you have a spouse when you retire, you will receive a monthly pension payable for your lifetime, and upon your death, for the lifetime of your spouse. The continuing payments to your spouse, however, will be reduced by the amount specified under "Normal form of pension" as indicated in the *Retirement*

Plan summary. If you prefer a different form of pension, a spousal waiver form must be completed as required under that applicable legislation. Your plan administrator can provide further details regarding such a waiver.

If you do not have a spouse when you retire, you will receive a monthly pension payable for your lifetime with payments guaranteed for one-hundred and twenty (120) months.

If proof of age has not been submitted previously, you and/or your spouse will be required to provide proof of age in the form of a birth certificate or other evidence acceptable to the provider before your pension begins.

4) What other choices are available on retirement?

As an alternative to receiving the normal form of pension, you may choose one of the following:

a) Single life annuity

A pension payable for life with payments guaranteed for a specified number of years;

b) Joint and survivor annuity

A pension payable for life and, upon your death, for the lifetime of your spouse. Either all or a percentage of the original pension amount may be made payable to your spouse. You may also elect to have a portion of the pension guaranteed.

c) Government integrated annuity

If you choose to retire before you are eligible to receive a government pension, this annuity option utilizes the plan to pay a larger pension until you are eligible to receive government benefits; a corresponding reduction will be made.

d) Indexed annuity

An indexed annuity is a pension which increases each year equal to a specified percentage of the increase in the Consumer Price Index, as determined by Statistics Canada. This percentage is subject to the maximum permitted by *The Income Tax Act*.

e) Transfer at retirement

In place of receiving a pension at retirement, you may transfer the accumulated value to a prescribed retirement arrangement established under the applicable legislation for the purpose of accepting locked-in pension funds. Your plan administrator can provide further details on the options available and on any restrictions which may apply to the transfer.

5) What happens if I die before I retire?

If you die before you retire, the accumulated value of your contributions and the employer contributions made on your behalf will be paid to your plan beneficiary in a lump sum.

If you have a spouse at the time of your death, your spouse will automatically become your plan beneficiary. The options available to your spouse are as stated in the Retirement Plan summary.

If you do not have a spouse at the time of your death, the accumulated value will be payable to whoever you have designated or to your estate if no beneficiary has been designated.

6) What am I entitled to if I terminate employment?

If you terminate employment before you have completed two (2) years of continuous employment with the Institute, you may elect to receive the accumulated value of your contributions and the employer contributions made on your behalf in the form of:

- a) A pension payable for life which begins on your normal retirement date; or
- b) A cash refund, subject to whatever statutory requirements may apply.

If you terminate employment after you have completed two (2) years of continuous employment with the Institute, the accumulated value of your contributions and the employer contributions made on your behalf must be locked-in to provide a pension which begins on your normal retirement date. Any voluntary contributions you have made may be used to increase the amount of your pension or may be received as a cash refund.

In place of receiving a pension or cash refund, you may transfer the accumulated value to:

- a) Another registered pension plan;
- b) A registered retirement savings plan, if the funds are not locked-in;
- c) A locked-in retirement account, if the funds are locked-in; or
- d) A life insurance company to purchase a deferred life annuity.

If the accumulated value is locked-in, it can only be transferred to another locked-in plan.

“Continuous employment” means the period of time you are employed by your employer. It includes periods of temporary layoff and/or temporary suspension of employment.

“Locked-in” means the accumulated value is subject to provincial pension legislation which prohibits a cash refund. Your plan administrator can provide details on the options available if you terminate employment.

7) Can I withdraw my contributions from the plan at any time?

You can withdraw your voluntary contributions at any time. However, your required contributions and the employer contributions made on your behalf must remain in the plan until you terminate employment, die, retire, or until the plan terminates.

Any voluntary contributions you withdraw will be subject to a withdrawal fee and may be subject to a market value adjustment and an early withdrawal fee.

8) What happens if I am temporarily absent from work?

If you are temporarily absent from work due to leave of absence or temporary layoff, all contributions will cease during such periods. However, there may be absences, such as maternity or parental leave of absence where you may be permitted to continue contributing to the plan. Your plan administrator can provide details on the specific instances when contributions can continue and any restrictions that may apply.

To ensure that the Pension Plan being provided is beneficial to all its employees, GDI has formed a Joint Management Committee with the Saskatchewan Government and General Employees' Union (SGEU) consisting of two (2) GDI representatives of GDI and two (2) SGEU representatives. GDI shall contact the committee members and set the dates, time, and location of the meetings. In order to ensure that any potential issues are addressed quickly, the committee shall meet a minimum of twice a year at

no cost to the employee or the SGEU, in order:

- 1) To evaluate and review the existing pension and benefits;
- 2) To recommend to GDI, the employer, changes to the pension and benefits; and
- 3) To seek improvements in the effectiveness of the pension and benefit plans.

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

PROCEDURE

For further information on the GDI pension plan, please contact the GDI Benefits Administrator.



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Approved by:
Effective:
Revised: March 13, 2013

3.22.27 EMPLOYEE BENEFITS POLICY

POLICY

The Gabriel Dumont Institute (GDI) provides its employees with a benefits plan through Great West Life (GWL), which includes coverage for dental care, healthcare, prescriptions, vision care, long-term disability, and many other valuable services. Provision of these benefits is based on a mutually agreed upon formula that sees contributions from both GDI and the employee. The premiums payable by the employee are deducted from their semi-monthly pay. Provision of the Institute’s benefits package is in place to ensure that GDI employees are able to maintain a healthy lifestyle and to foster a satisfying work experience at the Institute. When a GDI employee is absent from work for an extended period that exceeds the accrued sick or vacation days available to them, this policy will detail the parameters around the continuation of benefits and premium payments to enable the employee to have benefit coverage up to the date of possible Long-Term Disability eligibility.

Benefits Provided

Benefits include provincial healthcare Saskatchewan Health services and GWL benefits which include:

- ∞ Health Care
- ∞ Prescription Drugs
- ∞ Dental Coverage
- ∞ Vision care
- ∞ Extended Health Care (Long Term Disability)
- ∞ Employee Assistance Program (EAP)

*Benefits may be adjusted via a Record of Decision (ROD) by the GDI Board of Governors

Basic medical coverage provides employees and their covered dependents with coverage for most basic medical expenses, including doctor visits and hospital coverage. It is the employee’s responsibility to understand what this coverage entails. Please refer to the Government of Saskatchewan website:

<https://www.saskatchewan.ca/government/government-structure/ministries/health>.

Employees

Most GDI employees, dependent upon circumstance, are eligible for GWL healthcare coverage. Amounts of coverage and premiums payable are based upon the amount an employee works. Full-time employees (minimum of thirty (30) hours per week) receive full benefits and pay a premium based on their wage level. Employees become eligible on the first day of the month after thirty (30) days of continuous employment with GDI.

Spouse/Partner

To be eligible, your spouse must be legally married to you, or has been publically recognized as your spouse/partner and has lived with you for a minimum of twelve (12) consecutive months.

Children

Dependents eligible for coverage as a child include:

- ∞ Your unmarried children aged 21 and under, or under age 25 if they are full-time students;
- ∞ Children under 15 days are not covered for dependent life insurance;
- ∞ Children under 21 years are not covered if they are working more than thirty (30) hours per week, unless they are full-time students; and/or
- ∞ Children who are incapable of supporting themselves because of physical or mental disorders are covered without age limit if the disorder begins before they turn 21 or while they are students under 25, and the disorder has been continuous since that time.

COST

TO ENROL

During your first thirty (30) days of employment, a representative from GDI's Department of Human Resources will be in contact with you or with your immediate supervisor/manager, and will provide the necessary enrollment documents.

LATE ENROLLMENT

Once you have received your enrollment form, it is your responsibility to ensure forms are completed in full, and in a timely manner, otherwise a delay in your coverage on the group plan may occur. Late enrollment will be added to the group plan the date the Department of Human Resources received the application, and will not be backdated.

As a condition of employment with GDI, all full-time employees MUST enroll for GWL benefits. If you or your dependents are covered for comparable extended health or dental care coverage under another group plan,

you may elect to opt out of this coverage under our plan. If, at a later date, the other coverage ends, you can enroll for coverage under GDI's plan at that time. Please make sure you notify the Benefits Administrator immediately after you cease to have coverage under the other group. If you do not apply under GDI's plan within thirty-one (31) days after the loss of your other group coverage, you risk not having any coverage at all. If you do not have dental or extended health coverage under another group plan you MUST enroll with GDI's group coverage through GWL.

BENEFIT CONTINUANCE AND PREMIUM PAYMENT WHILE ON LEAVE

The section applies to all GDI employees who are eligible to participate in the Institute benefit plan or for those employees who will be going on extended leave from the Institute.

For the purpose of this policy, an extended leave includes but is not limited to the following:

- ∞ Medical Leave (above accrued sick days)
- ∞ Maternity Leave
- ∞ Paternal Leave
- ∞ Adoption Leave
- ∞ Education Leave
- ∞ Leave for Public Office

If an employee is absent from their position with the Institute, on a leave of any type, they have the option of continuing participation in GDI's benefit plan. The employee is responsible to cover the mandated employee portion of the benefit premiums payable for the entire length of the leave. To remain active in the benefit plan, the employee must provide post-dated cheques, money order, or cash payable to the Institute for their portion of the premium, within fifteen (15) working days of the commencement of the leave. The employee may choose to provide the premium payment on a semi-monthly basis that coincides with the Institute's payroll or submit a payment monthly in advance to cover the premium expenses for the month thereafter until the employees return to work. If these payments are not received, the Institute will be forced to terminate the benefit coverage. Assuming that the employee submits their portion of the benefit premium, the Institute will continue to remit its portion on behalf of the employee and benefit coverage will continue as normal.

Process

Prior to going on leave, or as soon as reasonably possible, the employee must make the GDI Department of Human Resources aware of their intent to continue participation in the benefit program. At that time, the Department of Human Resources will inform the employee of the semi-monthly or total monthly premium that will be required to maintain eligibility in the benefit plan. It is the employee's responsibility to ensure that payment of the required amount is received by the Department of Human Resources Benefit Administrator prior to the required date of payment.

Employees on leave may discontinue their benefits while on leave by notifying the Department of Human

Resources formally in writing. Upon receipt of this notification, any post-dated cheques, money orders, or cash for periods post notification of discontinuance will be returned to the employee.

If an employee on leave wishes to continue benefits coverage while on leave, it is the employee's responsibility to ensure that the GDI Department of Human Resources is in possession of either post-dated cheques, money orders, or cash equalling the premium payable. If the premium amounts are not in the GDI Department of Human Resources's possession in the timeframe outlined above, the benefits will be discontinued until the employee returns to employment with the Institute.

Eligibility

Non-Management—All full-time in-scope (working more than 30 hours per week) employees, are eligible for GWL benefits after one (1) month of continuous employment at GDI.

Management—All full-time, out-of-scope (working more than 30 hours per week) employees, are eligible for GWL benefits after one (1) month of continuous employment at GDI.

Spouse/Partner—To be eligible, a spouse/partner is the person the employee is legally married to, or a person of the opposite sex or of the same sex who is publicly represented as the employee's spouse/partner.

Children—To be eligible, your children must be your own children or your spouse's children (other than foster children) who are unmarried and are under the age of 21, and entirely dependent on you for financial support. A child who is a full-time student and is attending an educational institution recognized by the Canada Revenue Agency is also considered an eligible dependent until the age of 25 as long as the child is entirely dependent on you for financial support.

DENTAL

Maintaining good dental health is an important part of your overall well-being. The dental plan provided through GDI covers treatments and services that are necessary and appropriate, and meet broadly accepted standard of dental practice.

GWL reimburses dental claims based on the Saskatchewan Dental Association's suggested schedule of fees for general practitioners. Here is a summary of coverage you'll receive under this plan:

- ∞ BASIC SERVICES 100% (exams, cleaning x-rays, fillings)
- ∞ MAJOR RESTORATIVE 50% (crowns and bridges)
- ∞ ORTHODONTICS 50% (for children under 19 years age only)

Please note some maximums apply, please see your benefit booklet for details.

COST

There is cost to employees. GDI pays the premium for dental benefits on your behalf. The cost of this benefit is at the discretion of GDI and is subject to change at any time.

*Please refer to *GWL Employee Benefit Booklet* for specific details regarding your coverage.

Extended Health covers many medical services not covered by your Saskatchewan healthcare plan, as well as prescription drugs. Through the extended health plan, you are covered for the following basic services:

- ∞ Prescription Drugs
- ∞ Hospital Expenses
- ∞ Emergency Travel Insurance
- ∞ In-/Out-of-Province Emergency Medical
- ∞ Medical Services Equipment
- ∞ Paramedical Services

(See your GWL group benefits booklet for specific details)

COST

Please note that GWL, in conjunction with GDI, performs an annual review of our plan, and based on the usage and market changes our rates may be adjusted. Should this occur, you will be notified when the change will take effect on your payroll. The cost of this benefit is at the discretion of GDI and is subject to change at any time.

Extended Health

All full-time and part-time employees must enroll in the income protection without exception. The income protection involves three aspects:

- ∞ Life Insurance;
- ∞ AD & D (Accident Death and Dismemberment); and
- ∞ Long-Term Disability.

LIFE INSURANCE

This basic life insurance covers employees. Upon enrolment, you will be asked to name a beneficiary for your life insurance. Your named beneficiary will be paid the lump sum amount of your basic life benefit in the unfortunate event of your death. Dependent life insurance is also included for a spouse and for children.

COST

Life insurance is provided at cost to you. However, the federal government considers life insurance as a taxable benefit to GDI employees. This is subject to change at any time.

ACCIDENTAL DEATH AND DISMEMBERMENT

Accidental Death and Dismemberment coverage provides benefits if, due to an accident occurring while covered, you die or suffer any of the losses listed in the employee benefits book. Any death benefit paid under this coverage is in addition to the Life coverage.

COST

The Accidental Death and Dismemberment benefit is provided to you at no cost. GDI pays for this benefit. The cost of this benefit is at GDI's discretion and is subject to change at any time.

LONG-TERM DISABILITY

Long-Term Disability coverage provides a benefit to you if you are totally disabled, and begins after you have been absent from work for longer than one-hundred and nineteen (119) days, provided you have been approved/qualified by GWL for total disability. Should you become eligible for disability benefits, it will be paid to you at a percentage of your gross wages (excluding overtime, or any allowances paid), and will not be subject to income tax because the employee pays this premium.

COST

Long-term Disability benefits are employee paid. Deductions will be taken from your pay every pay period and will be listed on your pay stub. Premiums for this benefit are based on your actual wages, which vary from one person to another. If you receive an increase in your wages, you can expect an increase in deductions to appear on your pay cheque.

TO ENROL

The forms required to enroll for GWL benefits will be provided/sent to you approximately one (1) month prior to your eligibility for coverage on our plan. If you do not receive copies of these forms by that time, please ask your immediate supervisor/manager to obtain the forms. Upon enrollment to GDI's group benefits plan, you will receive a group benefits booklet describing in detail the coverage provided. Should you have additional questions about GDI's coverage, please contact the GDI Benefit Administrator at (306) 657-2264. Please note that GWL performs an annual review of GDI's plan, and based on usage and other factors beyond the Institute's control, rates may be adjusted. Should this occur, you will be notified in advance when the change will take effect on your payroll.



Policy No: 3.22.28
Approved by:
Effective:
Revised:

3.22.28 NORTHERN ALLOWANCE BENEFITS

POLICY

All Gabriel Dumont Institute employees stationed in the northern locations listed below shall receive, in addition to their regular pay rates, the complete Northern Allowance Benefits as indicated.

Northern Allowance Benefits

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

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

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



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Approved by: GDI Board of Governors
Effective:
Revised: Oct. 10, 2014

3.22.29 DISPUTE RESOLUTION AND GRIEVANCES

POLICY

Dispute Resolution

All Gabriel Dumont Institute (GDI) employees have a responsibility to raise contentious issues with their supervisors or co-workers in order to resolve them. At all stages of the dispute resolution mechanism process, employees and managers are expected to work toward resolving the issues raised.

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

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

Conflicts

The following conflicts should be reported, and GDI shall strive to address them with reasonable resolutions:

- ∞ Disputes with co-workers or managerial staff with unwanted and unresolved consequences;
- ∞ Perceived unfair or inequitable treatment;
- ∞ Harassment, whether sexual, discriminatory, or personal in nature;
- ∞ Abuse of authority; and
- ∞ Administration of company policies.

Conflict Reporting Procedure

Discussion

- ∞ Employees are encouraged to discuss the unwanted behaviour or actions with the offending party as the situation dictates.

- ∞ Under ideal circumstances, the two parties shall reach a reasonable resolution without the necessity of filing a formal complaint.
- ∞ In the event that a discussion is not feasible or fails to reach a reasonable resolution, a formal complaint may be filed.

Reporting

- ∞ Complainants should record the details of the unwanted circumstance(s), the names of any applicable witnesses, and any attempts made to resolve the issue heretofore.
- ∞ Formal complaints stemming from unresolved employee or managerial conflicts shall be submitted in writing with any pertinent documentation, to either the Director of their functional area, a Program Coordinator, Human Resources or the Saskatchewan Government and General Employees' Union (SGEU) for in-scope employees.
- ∞ Per Article 20 of the Collective Bargaining Agreement and GDI Policies and Procedures, there is a formal dispute resolution process that must be followed in event of an unresolved conflict.
- ∞ Formal complaints shall be reviewed and investigated by the Human Resource Department and any findings revealed to all involved parties.
- ∞ Formal complaints must be submitted within 14 days from the date of the alleged incident(s).
- ∞ In all cases where formal complaints have been lodged, it is important to maintain a policy of strict confidentiality between the complainant and the responder for investigative purposes, the offending party may be notified.
- ∞ Anonymous complaints shall not be reviewed due to the difficulty substantiating claims.

Expectations

Employees

- ∞ Employees are required to fully comply with the GDI Conflict Resolution Policy and follow its process in the event of conflict in the workplace.
- ∞ Employees shall be treated fairly and with compassion throughout the process, as either a complainant or alleged offending party.
- ∞ Employees shall be responsible for maintaining confidentiality regarding their involvement, and the complaint itself.
- ∞ Employees shall be expected to fully co-operate with any investigations in relation to complaints.

Management/Human Resources

- ∞ Institute management and the Department of Human Resources shall be responsible for enacting preventative measures to ensure a workplace that is free from harassment, and for the communication of policy and procedures contained herein.

- ∞ Institute management and the Department of Human Resources shall receive and address properly filed complaints in an appropriate fashion.
- ∞ In the event that the complainant and the offending party are engaged in a subordinate-supervisor relationship, they may be physically removed from each other on a temporary basis, and may require a change in their reporting relationship.
- ∞ Institute management and the Department of Human Resources shall investigate, or co-investigate any complaints, claims and documentation therein.
- ∞ Institute management and the Department of Human Resources shall work with both parties to reach a reasonable resolution to the conflict.
- ∞ Institute management and the Department of Human Resources shall inform the complainant and the alleged offending party of any possible resolutions.

Repercussions

The Institute shall operate any discipline or disciplinary action based upon the process outlined explicitly in the Employee Discipline and Burden of Proof Policy 3.16.

Procedure for in-scope employees

- Step 1: The grievance shall be submitted in writing by the aggrieved and/or by the Saskatchewan Government and General Employees' Union (SGEU) on behalf of the aggrieved to the immediate out-of- scope supervisor, who shall convey a decision in writing within seven (7) calendar days of receipt. In all instances, a copy of the grievance shall be submitted concurrently to the Director, the Human Resources Director, and to the SGEU's Agreement Administration Advisor.
- Step 2: If a satisfactory settlement cannot be effected at Step 1, the SGEU must submit, within fourteen (14) calendar days of receipt of reply at Step 1, the grievance to the Executive Director, copied to the Human Resources Director. The Executive Director will convey a decision, in writing, within fourteen (14) calendar days of receipt of the grievance at Step 2.
- Step 3: If a satisfactory settlement cannot be effected at Step 2, the SGEU may, within seven (7) calendar days of receipt of the decision at Step 2, apply for mediation as provided by the Ministry of Labour. If mediation is applied for, both parties agree to participate in the process unless the parties agree otherwise.
- Step 4: If a satisfactory settlement cannot be effected at Step 3, the SGEU may, within seven (7) calendar days of the completion of the mediation process, apply for Arbitration.

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

Arbitration process for in-scope employees

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

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

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

- a) If called by the Institute, leave without loss of pay and expenses paid by GDI.
If called by the SGEU, leave without loss of pay and expenses paid by the SGEU.
- b) If called by the Arbitrator, the parties shall share the costs of leave without loss of pay and expenses.

Decision of the Arbitrator

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

The Arbitrator shall not have the power to change, alter, modify, or amend the Collective Bargaining Agreement or the out-of-scope employment contract or any of its terms or provisions. Subject to the foregoing, the Arbitrator shall have the power to dispose of a grievance by any arrangement they deem necessary.

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

Procedure for Out-of-Scope Employees

This grievance procedure applies only to out-of-scope employees. Staff members under the initial probation period cannot access the grievance procedures.

- 1) The staff member can appeal by drafting a written notice of request for grievance to the Executive Director or designate within seven (7) days of the date of suspension and or termination. This submission must state the reason for grievance and set out the arguments in favour of the grievance.
- 2) The Executive Director or designate, after having fully investigated the matter, will inform the employee of what actions they propose to take on the grievance and the reasons for this decision.
- 3) For out-of-scope employees, either the supervisor or the employee may request a hearing by a panel consisting of a board member designated by the Chair of the Board of Governors, and two others, one Institute member designated by each of the two disputing parties.

All attempts shall be made to reach a reasonable resolution through mediation of the complaint with both parties' involvement.

Where the complaint is substantiated:

In the event that a complaint is substantiated and a reasonable solution to halt the unwanted behavior or action through mediation is not possible, the following actions shall be taken for the alleged offending party:

- ∞ Written warning/reprimand.
- ∞ Transfer or demotion, and in some instances, both a transfer and a demotion.
- ∞ Education and training.
- ∞ Suspension.
- ∞ Termination of employment.

Where the complaint is not substantiated:

In the event that a complaint is not substantiated due to lack of evidence or other reasons, both parties shall be informed with the rationale used. The complainant shall be notified first.

Both parties should be reminded that an unsubstantiated complaint does not necessarily mean that it was filed under false or frivolous pretences.

A complainant may request that the investigation be re-opened in the event that pertinent new evidence can be provided, or a reprisal due to the allegation has occurred.

Records

GDI shall keep on file all formal complaints, and the accompanying documentation, and the findings of any investigation.

Information from a previous investigation resulting in a substantiated complaint may be used for review and consideration purposes in the event of a new allegation.

False or Frivolous Complaints

- ∞ Employees should be cognizant of the fact that a formal complaint against another employee is a serious allegation with repercussions.
- ∞ Where a complaint is found to be either false or frivolous, or where supporting documentation for a complaint has been falsified, the complainant or witness may be subject to disciplinary measures up to and including termination of employment.

Implications for the Personnel Policies Manual

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



Policy No: 3.22.30
Approved by:
Effective:
Revised:

3.22.30 HEALTH AND SAFETY

POLICY

The Gabriel Dumont Institute (GDI) is committed to providing a safe and healthy environment for its staff and students. The Institute believes in:

- 1) Promoting safe working practices and accident prevention through education and communication; and
- 2) Complying with all relevant sections of *The Occupational Health and Safety Act*.

AIDS or Acquired Immunodeficiency Syndrome is caused by the HIV virus. This policy is designed to help educate employees about AIDS and to prevent discrimination in the workplace. Employees with AIDS/HIV and other serious illnesses have the right to continue work as their condition permits. If, in the opinion of a medical professional, the medical condition is deemed to pose a threat to other employees via casual contact, the Institute reserves the right to take steps to ensure the safety of all employees. GDI will ensure compliance with *The Human Rights Act* and will not discriminate against an employee with AIDS. Responsibility for this policy will be with the Executive Director or designate.

Policy Objectives

GDI wishes to:

- 1) Prevent discriminatory situations which result from fear and misconceptions;
- 2) Be prepared to manage an HIV/AIDS situation effectively;
- 3) Inform employees about their rights and responsibilities regarding HIV/AIDS at work;
- 4) Provide information about HIV/AIDS prevention to reduce the likelihood of contracting HIV/AIDS;
- 5) Ensure the right to employee confidentiality and privacy; and
- 6) Reassure employees with HIV/AIDS that they will continue to be eligible for all benefits, including any disability plans in which they participate.

GDI will work with the employee to ensure that their continuing to work does not pose a health or safety hazard to themselves or others. *The Occupational Health and Safety Act* (Section 23) gives workers the right to refuse to work, or to do particular work when they have reason to believe there is a likelihood of endangering themselves or another worker. This applies to all individuals, with or without HIV/AIDS.

Other Extreme Health Risks

In cases where an extreme health risk (e.g., SARS or Severe Acute Respiratory Syndrome) is posed or special actions have to be taken to accommodate a medical condition or educate others of health risks around them, supervisors will immediately refer the matter to the Executive Director. The Executive Director will ensure that professional medical advice and/or professional counselling services are sought as soon as possible. An action plan to cope with/remedy the issue will then be formulated among all affected parties.

Student Safety

Wherever feasible, GDI will add video surveillance equipment at Institute facilities to help ensure the safety of staff and students.

Crisis Management Plans

GDI commits to the development of a crisis management plan for all Institute facilities (to be included with Physical Violence Policy) and/or crisis management and workplace safety training for all employees.

Gang Activity

The Institute is committed to keeping its students, clients, and employees free from the potential threat of gangs and gang activity in all of its facilities. Any employee who recognizes the markings of a group associated with gang activity or witnesses gang activity on Institute property will immediately advise their immediate supervisor.

PROCEDURE

The Executive Director or designate will:

- 1) Ensure that the working environment is conducive to health and safety;
- 2) Ensure that the policy is communicated to all employees and the Health and Safety Committee is provided with the necessary support and information;
- 3) Work with the Health and Safety Committee to monitor the work environment and make recommendations for improvements; and
- 4) Post the names of the members of the Health and Safety Committee in a conspicuous location at each GDI office.

Supervisors will:

- 1) Comply with the safety policy;
- 2) Ensure that employees are given proper training and instruction in order to minimize safety hazards and perform their work without undue risk; and

- 3) Report any accidents to the Health and Safety Committee and work to prevent accidents from recurring wherever possible.

Employees will:

- 1) Comply with the safety policy by observing safety rules, exercising common sense, and using safe work habits;
- 2) Report any hazards or accidents immediately to their supervisor; and
- 3) Have the right to refuse to perform any act where they have reasonable grounds to believe that the act is unusually dangerous to their health or safety or to the health or safety of any other person at the place of employment until sufficient steps have been taken to otherwise satisfy the employee or the Health and Safety Committee has investigated the matter and advised the employee.

The Health and Safety Committee will:

- 1) Identify and control health and safety hazards at work;
- 2) Establish and promote the delivery of health and safety programs for the employees' education;
- 3) Maintain records such as accidents and complaints;
- 4) Receive, consider, and resolve health and safety complaints; and
- 5) Work with the Executive Director or designate in partnership to ensure a safe and healthy work environment.



Policy No: 3.22.30.1
Approved by: GDI Board of Governors
Effective: May 29, 2014
Revised:

3.22.30.1 HEALTH AND SAFETY EQUIPMENT POLICY

POLICY

The Gabriel Dumont Institute (GDI) is committed to providing a safe and healthy work environment for its staff, students, and clients.

Policy Objectives:

- 1) Equip each GDI campus and office location with adequate first aid kits and supplies for use by Institute staff, students, and clients;
- 2) Provide winter car survival kits to staff who are required to travel on Institute business; and
- 3) Outline the parameters that determine where the kits are placed and how the first aid and survival kits are monitored for resupply.

First Aid Kits:

As per Article 24 of the Collective Bargaining Agreement and this policy, GDI will make provisions for the health and safety of its staff, students, and clients in each of its campuses and offices across the province.

In all its locations, the Institute shall provide adequate first aid supplies (based on Workers’ Compensation Board recommendations). The first aid supplies/kits shall be based on the actual total number of staff that are based out of that location and shall be evaluated on a semiannual basis to ensure the kit remains sufficient to protect the staff complement.

A first aid supply usage log shall be kept at each location and as needed, a member of the Department of Human Resources shall retrieve the logs and restock the kits as needed.

Winter Driving Survival Kits:

As per Article 24 of the Collective Bargaining Agreement and this policy, the Institute will supply winter survival kits acceptable to the Saskatchewan Safety Council for use by an employee when the employee is required to travel outside their own locale on GDI business. The Institute shall make the winter survival kits available at all GDI office locations, and shall replenish the survival kits as required.



GABRIEL DUMONT INSTITUTE
of Native Studies and Applied Research

Policy No: 3.22.31
Approved by:
Effective:
Revised:

3.22.31 SMOKING POLICY

POLICY

In keeping with the Gabriel Dumont Institute’s intent to provide a safe and healthy work environment, smoking is prohibited inside the workplace.

This policy applies to all employees, students, and visitors.



Policy No: 3.22.32
Approved by:
Effective:
Revised:

3.22.32 SECURITY POLICY

POLICY

All Gabriel Dumont Institute (GDI) employees are responsible for ensuring the security of both people and property at all Institute facilities.

The building will be locked outside regular working hours and keys will be issued only to those personnel who are authorized to work outside regular working hours.

At the completion of an employee's term of employment, any keys issued must be returned.

Video Surveillance

GDI is committed to video surveillance of all sensitive documentation and financial instruments at its central administration office. Wherever feasible, GDI will add video surveillance equipment at GDI facilities to help ensure the safety of staff and students.

PROCEDURE

The Executive Director or designate will:

- 1) Establish and maintain a system of security for the building and its contents; and
- 2) Investigate any breaches of security and make recommendations as required to minimize recurrence.

Employees should:

- 1) Ensure that sensitive information (e.g., contractual documents and cheques) is properly locked in a secure place such as a safe or locked office when unattended;
- 2) Discreetly challenge strangers by asking if they can help them; and
- 3) Report in writing to the Executive Director or designate of any breaches of security.



Policy No: 3.22.33
Approved by:
Effective:
Revised: Dec. 4, 2009

3.22.33 INFLUENZA PANDEMIC PLANNING POLICY

POLICY

Intent

To ensure business continuity in a pandemic, short-term planning with a health focus is paramount. Succession planning to assign temporary duties may also be required in the event key staff members are unable to report for work for a considerable period of time. Emergency management and overall recovery is greatly improved if critical services are available without significant interruption.

In the event of a pandemic, it is important that core people and essential skills are available to keep critical components of the Gabriel Dumont Institute (GDI) operating. The following strategic concerns have been documented to help plan for this.

Identification of Core People and Core Skills

The issues that need to be considered include:

- ∞ What are the critical functions of all departments/programs?
- ∞ Who are the primary individuals required to keep the critical functions of departments/programs running?
- ∞ What are the core skills that are required to keep the critical functions of the department/unit running?
- ∞ Are there sufficient back-ups for the staff and skills in place if there is a high level of employee absence?
Are there other resources (e.g., management) that could be utilized to keep operations running, if necessary?
- ∞ Are there remote locations that require key individuals to keep them operational? How long should locations be kept open in case of a breakout, on the premises or in the community?
- ∞ Who are the designated people required to manage the pandemic contingency plans for the each department/program?

Planning for Absence

Issues that need to be considered include:

- ∞ What are the critical staff numbers and skills required to keep the critical functions of the each department

or program operational?

- ∞ At what level of absence would the Institute be in jeopardy? Is this level different for each GDI entity or each location/program?
- ∞ What arrangements are needed to minimize risk to staff that remain on the job?
- ∞ Could some, or all, of the departments' operations shift to having staff work from home or offsite with little warning?

Pandemic periods and phases

For help with response planning at GDI, please refer to the table of pandemic periods and phases (Table 1).

Table 1 Pandemic Periods and Phases

Period	Description	WHO Phases
Inter-Pandemic Phase	New virus in animals, no human cases	1 - 2
Level 1—Pandemic Alert	New virus causes human cases	3
Level 2—Pandemic Warning	Evidence of increased human-to-human transmission	4 - 5
Level 3—Pandemic	Efficient and sustained human-to-human transmission Suspected/Confirmed case(s) in (name of Province/Territory)	6
Level 4—Pandemic	Confirmed case(s) at (company name) or in (name of city)	6
Post-pandemic Period	Return to inter-pandemic period	7

Suggested Actions

Level 1

- ∞ Review existing business continuity plans and/or develop pandemic-specific procedures as appropriate.
- ∞ Identify ways to promote prevention and identify ways to minimize staff, student, and visitor exposure and illness.
- ∞ Consider how essential messages can be communicated throughout GDI.
- ∞ Establish mechanisms for alerting staff to a change in pandemic status.
- ∞ Establish procedures and triggers for escalating a response.

Level 2

- ∞ Alert staff to a change in pandemic status.

- ∞ Implement prevention and illness minimization plans/activities.
- ∞ Initiate pandemic information communication activities.
- ∞ Activate adjustments to Institute-wide travel plans.
- ∞ Review/test business continuity plans.

Levels 3 and 4

- ∞ Alert staff to the change in pandemic status.
- ∞ Activate measures to minimize introduction and/or spread of influenza (social distancing, management/tracking of illness, cancellations, closures, etc.)
- ∞ Activate essential business continuity measures and establish regular review and emergency management processes.
- ∞ Review and update risk and impact assessment.
- ∞ Set response objective and identify specific action required.
- ∞ Determine activities/services to be maintained/discontinued (e.g., who needs to come to work).
- ∞ Communications with staff regarding GDI's status and to promote confidence in the workplace and response activities.
- ∞ Activate the process for recovered/well staff members to return to work.

Post-Pandemic Period

- ∞ Review and update risk and impact assessments.
- ∞ Establish criteria and processes for agreeing to a return of normal business operations.
- ∞ Activate process for communicating normal business status to staff, customers, and visitors.
- ∞ Manage return to normal business practices.
- ∞ Update pandemic plans as appropriate.
- ∞ Update Emergency Response Plan and various business continuity plans as appropriate.

Planning Assumptions

Although it is not possible to predict a pandemic's severity or how long a pandemic may last, there are a number of planning assumptions that can be used to guide the planning process.

Course of an Influenza Pandemic

- ∞ There will be little lead time between when a pandemic is first declared by the provincial and/or federal government (Phase 6) and when it spreads to GDI.
- ∞ Influenza pandemics usually spread in two or more waves, either in the same year or in successive influenza seasons (i.e., October to April).
- ∞ A second wave may occur within three to nine (3-9) months of the initial outbreak wave and may cause

more serious illnesses and potential fatalities.

- ∞ Each wave could typically last about eight weeks, building to a peak in week four before abating.
- ∞ There is currently no accurate way of predicting the severity or length of outbreak because the type of influenza that hits could be a more or less virulent strain dependent on the community it strikes.

Extent and Severity of Illness

The assumptions listed below attempt to outline the potential impact of a large severe pandemic influenza wave on the workforce.

- ∞ Because the population will have limited prior exposure to the virus, dependent on the strain, most people will be susceptible.
- ∞ 15% of the workforce could be absent for 8 weeks because of school closures and obligations of working parents to stay home and look after children. Note that this proportion will vary according to the particular workforce in each GDI program/facility.
- ∞ Each department, entity, or location should devise contingency plans to operate for the pandemic period with at most 85% of their normal staff available and 50% available for the pandemic's peak three weeks.
- ∞ The workplace attack wave follows a pattern similar to that expected in the general population.
- ∞ Every person who becomes ill is likely to be away from work for seven shifts.

Action Plan for Maintaining Essential Service/Activity

An action plan for each essential GDI service/activity should be documented during the planning process.

The action plan should include details about:

- ∞ The essential service/activity;
- ∞ Key emergency staff (e.g., the individual(s) responsible for implementing the action plan);
- ∞ Details of the activation procedure;
- ∞ Identification of community impact issues;
- ∞ Reallocation potentials of staff from other service/activity areas;
- ∞ Communication strategy to staff, business partners, and customers/community;
- ∞ Staff absenteeism monitoring activities;
- ∞ Reporting requirements to decision makers;
- ∞ Decision-making process during a pandemic influenza; and
- ∞ Resource needs, including a listing of contact information for the following:
 - ∞ Staff list and contact information (for notification and communication purposes)
 - ∞ Private sector contact information (for purchasing equipment, obtaining additional staffing resources, etc.).

Employee Protection Measures

Wash Hands Regularly

- ∞ Before eating and after coughing, sneezing, or using the washroom;
- ∞ Use soap and warm water for at least twenty seconds; and
- ∞ Use alcohol-based hand sanitizers available in all GDI locations.

Cover Your Mouth and Nose When You Cough and Sneeze

- ∞ Sneeze into a tissue or into your upper sleeve rather than on your hand.
- ∞ If you use a tissue, deposit it in a trash receptacle and wash your hands immediately.

Keep Shared Surface Areas Clean

- ∞ Doorknobs, light switches, telephones, keyboards, and other surfaces can become contaminated with all kinds of bacteria and viruses.
- ∞ Regular cleaning and disinfecting of these surfaces can help.

Stay at Home When Sick

- ∞ If you go out when you're sick, you may spread your illness to co-workers, neighbours or others. It may take you longer to get better if you are not well rested. Wait until you no longer have a fever and your cough is improving.

Employee Absence Due to Pandemic Influenza

GDI recognizes that in the event of a federally, provincially, or locally-declared influenza pandemic, the current sick leave policy may not address the needs of GDI employees or clients.

It is imperative that staff members who have been diagnosed with H1N1 Influenza or any other highly contagious flu strain, or have been exposed because a member of their household has been diagnosed with it or another contagious flu strain, stay at home rather than come to work and potentially infect other staff members.

1. Permanent and temporary staff members will be granted paid sick leave up to their accrued sick leave credits and including the five (5) extra sick days granted in the sick leave policy.
2. If a staff member requires sick leave, they may be required to provide a medical certificate.

In deciding whether an employee with an apparently contagious illness may continue to work, GDI will consider several factors:

- ∞ The employee must be able to perform normal job duties and meet regular performance standards.
- ∞ In GDI's judgment, the employee's continued presence must pose no risk to the health of the employee, other employees and/or clients, and visitors.

In the event that GDI determines that an employee is unable to perform normal job duties, meet regular performance standards, or poses a risk to the health of others, the Institute reserves the right to inform the employee that they must not be on the company premises, and that they must access sick leave until their health improves and they are cleared by a physician for a safe return to work. During this extraordinary medical situation, this leave may be paid at the employee's regular rate of pay if they have accrued sufficient sick time credits.

If an employee disputes GDI's evaluation that such a risk exists, the employee must submit a statement from their attending health care provider that their continued employment poses no significant risk to the employee or to others.



Policy No: 3.22.24
Approved by:
Effective:
Revised:

3.22.34 DEFERRED SALARY POLICY

POLICY

The Deferred Salary Policy was designed to assist Gabriel Dumont Institute employees to finance future leaves of absence. The leaves can be for any reason, subject to the Institute’s approval.

Definitions

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

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

DSLPLs fall under section 248(1) of *The Income Tax Act* and paragraph 6801 (a) of the income tax regulations and therefore shall follow any applicable sections of the above mentioned regulations.

During the approval process, any issues that arise, such as timing, length of leave, or the general purpose of the leave will be reviewed by the employee’s immediate supervisor and/or the Executive Director or designate to ensure they are applicable.

Funding for Leave of Absence

During each year prior to the agreed upon Leave of Absence, the employee will receive, for a maximum of six (6) years, the applicable Prevailing Pay as determined for the particular year by the Institute's out-of-scope pay grid and the prevailing CBA.

In no case shall the Deferred Amount retained be less than ten (10%) percent or greater than thirty three and one-third (33 1/3%) percent of the employees Normal Gross Pay in any calendar year.

The Institute shall pay any interest accrued on the Deferred Amount to the employee during the calendar year based on the following parameters:

- a) The last day of the calendar year during the Deferral Period; and
- b) The last day of the Leave of Absence; or
- c) The day that participation in the Deferred Salary plan ceases due to withdrawal from the plan, as outlined in the policy document.

Taking Leave of Absence

When an employee returns from the Leave of Absence, they shall return to their pre-leave position and the wage incremental step shall be the step they had achieved prior to embarking on the leave. The wage rate shall be in accordance to GDI's wage grid in place upon their return.

During the Leave of Absence, the employee will receive payment of the Deferral Amount on a semi-monthly basis on the Institute's normal pay schedule and will be direct-deposited into the employee's bank account.

All of the Deferred Amount owing shall be paid to the employee no later than the conclusion of the first calendar year that commences following the last calendar year of deferral.

The periodic amounts to be paid to the employee during the Leave of Absence shall be proportionate to the monies retained by the Institute and the duration of the Leave of Absence shall be less than any required or appropriate deductions, benefits (Great West Life), and/or pension. Please refer to the chart contained on the last portion of the policy to clarify salary and benefit details.

In all cases, the Leave of Absence shall commence immediately following completion of the Deferral Period.

During the Deferral Period:

Pensionable services and pension accruals shall conform to the provisions of the Institute pension plan and will include prescribed compensation as permitted and described in *The Income Tax Act* and regulations.

Applications

An employee wishing to participate in the GDI Deferred Salary Leave Plan must submit a formal request to their immediate supervisor between September 1 and October 31 of the year preceding the calendar year in which the employee wishes to commence participation in the plan.

Participation in the Deferred Salary Leave plan will commence on January 1 of any given year to ensure a

uniform contribution period.

Withdrawal from the Plan

An employee participating in the plan must be terminated upon:

- 1) The participant ceasing to be a GDI employee;
- 2) A continuous lay-off from employment exceeding thirty-six (36) months;
- 3) The employee having been a recipient of long-term disability benefits for more than three (3) years; and
- 4) The employee's failure to take the Leave of Absence; or death.

In the event of termination of the Deferred Salary Leave plan, as prescribed in this policy, the Institute shall pay out to the employee or their beneficiary as may be applicable, the entire Deferred Amount and all accrued interest, no later than three (3) months following the termination of the plan.

The employee may withdraw from the plan in case of extreme financial hardship. In the event of such withdrawal, the entire Deferred Amount and all accrued interest shall be paid to the employee within three (3) months of the Institute receiving confirmation of this occurrence.

Suspension from Participation in the Plan

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

- 1) Upon the employee taking an unpaid leave of absence; or
- 2) The employee becoming a recipient of Long-Term Disability benefits.

Should the cause for suspending participation in the plan cease to exist, the employee will submit a formal request for reinstatement upon their return to employment.

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

Deferred Amounts

GDI unconditionally guarantees payment of the Deferred Amount contributed by an employee, to the employee.

All Deferred Amounts shall be invested by the Institute in a savings account or flexible GIC account. Investments will be monitored by GDI's Department of Finance and Operations.

The Institute's Payroll office shall maintain an individual accounting for each employee's Deferred Amount and accrued interest. Payroll shall provide a report detailing the accrued Deferred Amounts and interest for each participating employee to the Executive Director or designate in December of each year.

General Provisions

The Deferred Salary Leave plan shall not constitute a contract of employment between the participating employee and the Institute.

All interest credited to a participant employee's Deferred Amount, under the provisions of this plan, will be considered as employment income for the purposes of *The Income Tax Act* and will be reported on the participant's T4 Supplementary and shall be subject to tax withholdings.

SALARY AND BENEFITS DETAILS		
ITEM	DURING DEFERRAL PERIOD	DURING LEAVE PERIOD
1. Prevailing Pay	As defined in policy	N.A.
2. Deferred Amount	As per Institute's in- and out- of-scope wage grids	As defined in policy
3. Income Tax	Calculated on the Prevailing Pay.	Calculated on the periodic amounts paid to the employee during the leave of absence consistent with the policy and based on then current rates.
4. CPP	Calculated on the Prevailing Pay; applicable Institute contributions to continue.	Calculated on the periodic amounts paid to the employee during the leave of absence consistent with the policy and based on then current rates.
5. EI	Calculated on the Normal Gross Pay; applicable Institute contributions to continue.	No premiums payable; therefore, there is no benefit entitlement until working the minimum requirements upon return from Leave of Absence.
6. Pension Plan	Both the Institute and participant's contributions calculated on the Prevailing Pay.	Both the Institute and participant's contributions calculated on the Deferred Amount paid over the Leave of Absence.
7. Long-Term Disability	Benefits and participant's premiums calculated on the Prevailing Pay.	Benefits and participant's premiums calculated on the Deferred Amount paid over the Leave of Absence at the then current premium rates.
8. Dental/Extended Health Plans	Coverage continues; Institute pays premiums.	Coverage continues; Institute pays premiums.
9. Group Life Insurance	Coverage and both Institute and participant's premiums calculated on the Prevailing Pay.	Coverage and both Institute and participant's premiums calculated on the Deferred Amount paid over the Leave of Absence.
10. Union Dues	Calculated on the Prevailing Pay.	Calculated on the Deferred Amount paid over the Leave of Absence.

11. Other Deductions	To be deducted as usual.	Same as deferral period.
12. Interest	As per Institute policy, paid to participant on the last day of the calendar year during the Deferral Period	As per Institute policy, paid to participant on the last day of the Leave of Absence.



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3.22.35 WHISTLEBLOWER POLICY

POLICY

Intent

The Gabriel Dumont Institute (GDI) is committed to integrity and ethical behaviour in the workplace, and will foster and maintain an environment where employees can work safely and appropriately, without fear of retaliation. The Whistleblower Policy has been adopted to ensure that all employees understand that they may have a responsibility to report any wrongdoing that may adversely impact the Institute, GDI’s clients, stakeholders, employees, and the Métis community, or the public at large without fear of retaliation or a negative impact on their employment status. Reports of workplace wrongdoing may be made to the immediate supervisor unless the report involves that individual or staff from the Department of Human Resources, the Director of Finance and Operations or is made anonymously. This policy also complies with Bill C-351, *The Public Servants Disclosure Protection Act* and Section 425.1 of *The Criminal Code of Canada*, which details procedures for filing complaints regarding accounting and auditing practices directly to the Director of Finance, Executive Director or the Institute’s Board of Governors.

It is a violation of the Whistleblower Policy, for anyone to knowingly make a false complaint of wrongdoing or to provide false information about a complaint. Individuals who violate this policy are subject to disciplinary and/or corrective action, up to and including termination of employment.

Definitions

- 1) **Whistleblowing**—the reporting of an illegal or potentially illegal act by the employer, officers, directors or fellow employees to the lawful authorities (as set out in Section 74 of *The Saskatchewan Labour Standards Act*).
- 2) **Appropriate Authority**—includes internal authorities such as immediate supervisors, directors or the Executive Director as well as external authorities such as law enforcement as required.
- 3) **Complainant**—Any person that submits a complaint or report of wrongdoing.
- 4) **Respondent**—Someone who’s alleged conduct is the subject of a complaint.
- 5) **Wrongdoing**—Any act or workplace practice that constitutes an illegal or unwanted action. This may include auditing or accounting practices, discrimination, harassment, violence, theft, fraud, illegal employment actions, unsafe activities, unsafe work environments, violation of laws and regulations, violations of company policies, unethical behaviour or practices, endangerment to public health or safety and negligence of duty, or bullying.
- 6) **Retaliatory Acts**—Any retaliation, retribution, or reprisal by a respondent against any complainant who

reports an incident of wrongdoing, or against any employee who testifies or otherwise participates in an investigation or hearing relating to the allegation of wrongdoing.

- 7) **Adverse Employment Action**—Examples of adverse employment action include, but are not limited to, demotion, suspension, termination, transfer to a lesser position, denial of promotions, denial of benefits, threats, harassment or denial of compensation as a result of the employee’s report of wrongdoing, or any manner of discrimination against an employee in the terms and conditions of employment because of any other lawful act done by the employee pursuant to this policy or of *Bill C-25—The Public Servants Disclosure Protection Act*—which was enacted to protect people who speak out about problems in the workplace.

Policy and Procedures

Individuals who believe they have witnessed an act or acts of wrongdoing should report the incident(s) immediately to the **Appropriate Authority**. **Any delays in reporting acts of wrongdoing can make the case against the Respondent more difficult to establish, and may even result in retaliatory acts by the Respondent.**

I. Report Obligations—Employees

Employees who believe they have witnessed wrongdoing in their working environment are advised to report the incident(s) or retaliation to the **Appropriate Authority**, or to their supervisor/manager. Delays in reporting may be unavoidable in some circumstances (to be determined on a case-by-case basis).

II. Report Obligations—Supervisors and Managers

Supervisors and managers are directed to take all appropriate steps to prevent and stop wrongdoing in their areas of responsibility. Any supervisor or manager who is subjected to, witnesses, or is given written or oral complaints of wrongdoing or retaliation shall immediately report it to the **Appropriate Authority**. Delays in reporting may be unavoidable in some circumstances (to be determined on a case-by-case basis).

Supervisory personnel who are contacted by an individual seeking to file a complaint about wrongdoing in their unit shall assist the **Complainant in contacting the Appropriate Authority**.

III. Investigation

GDI seeks to resolve claims of wrongdoing in the workplace as expeditiously as possible. Investigations shall be conducted and the appropriate actions taken no longer than thirty (30) days following the filing of a complaint.

The **Appropriate Authority** is responsible for determining and administering the methods and means for addressing complaints. The **Appropriate Authority** is also responsible for:

- ∞ Determining the veracity of wrongdoing allegations or the threats of retaliation;
- ∞ Determining whether or not a reported act is indeed wrongdoing;
- ∞ Administering punitive or corrective actions if allegations are true; and
- ∞ Administering punitive actions if allegations were knowingly falsely made.

Wherever and whenever investigations are conducted, this policy asserts that **Complainants** and **Respondents** have certain rights. These rights include, but are not limited to:

- ∞ Receiving written notice of the allegations (where permitted by law);
- ∞ Presenting relevant information to the **Appropriate Authority**; and
- ∞ Receiving a copy of the report at the conclusion of the investigation (where permitted by law).

At the conclusion of an investigation, the investigator shall prepare a written report which shall include a statement of factual findings and a determination of whether this policy has been violated. The report shall be presented for review to law enforcement officials or legal counsel, as necessary.

IV. Report Handling Procedures

The **Appropriate Authority** shall advise the **Complainant** and the **Respondent** of the resolution of any investigation conducted under this policy. A copy of the investigative findings shall be provided in writing to the **Complainant** and the **Respondent**.

In all cases, GDI's Department of Human Resources shall retain the findings report for a minimum of five (5) years or for as long as any administrative or legal action arising out of the complaint is pending.

V. Confidentiality

All records of workplace wrongdoing reports and subsequent investigations are considered confidential and will not be disclosed to anyone except to the extent required by law.

GDI will do everything it can to protect the privacy of the individuals involved and to ensure that the **Complainant** and the **Respondent** are treated fairly and respectfully. GDI will protect this privacy so long as doing so remains consistent with the enforcement of this policy and adherence to the law.

VI. Assurance Against Retaliation

This Whistleblower Policy encourages employees to freely express—in a responsible and orderly fashion—their thoughts, opinions, and feelings regarding workplace wrongdoing complaints. Retaliation by the **Respondent** or anyone acting on behalf of the **Respondent**, against the **Complainant** is strictly prohibited and will result in appropriate disciplinary action. Retaliation by the **Respondent**, or anyone acting on behalf of the Respondent, against any witness providing information about a workplace wrongdoing report, is also strictly prohibited. Acts of retaliation include, but are not limited to: interference, coercion, threats, and restraint.

This Whistleblower Policy will not be used to bring fraudulent or malicious complaints against employees. Any complaint made in bad faith, if demonstrated as being such through convincing evidence, will result in disciplinary action being taken against the individual lodging the fraudulent or malicious complaint.

VII. Procedures for Handling Complaints of Workplace Wrongdoing

Once the **Complainant** lodges a complaint with their supervisor or the **Appropriate Authority**, a discussion will take place that shall be kept confidential, to the extent allowed by the law. If desired by the **Complainant**, no written record will be kept of this initial discussion. During this discussion, the recipient of the complaint will explain all options available to the **Complainant**. If the **Complainant** wished to proceed further with their complaint, the **Complainant** must then provide a written statement regarding the alleged workplace wrongdoing.

Informal Procedures

- ∞ The **Appropriate Authority** may notify the **Respondent** of the complaint, keeping all such communication confidential. The **Appropriate Authority** may then implement whatever steps necessary to create an informal resolution that is acceptable to both the **Complainant** and **Respondent**.
- ∞ If an informal resolution of the complaint is achieved, no record of the complaint will be entered in the **Respondent's** personnel records. However, the **Appropriate Authority** will record the occurrence of the complaint and the informal resolution achieved. Again, this record will remain confidential.

Formal Procedures

- ∞ In the case of formal complaints, the **Respondent** shall have ten (10) working days to respond, in writing, to the allegation. The **Respondent's** statement, written on company letterhead, must answer—with specific responses—to each complaint, either admitting, denying, or explaining the allegations against them. The **Respondent** must sign their statement, which will then be attached to the original complaint.
- ∞ If a formal hearing is warranted, the **Appropriate Authority** will conduct a hearing within ten (10) working days after receiving the request.

Investigation Procedures

- ∞ The Executive Director or designate may appoint an individual to act as the **Chairperson** of the investigation of each alleged act of wrongdoing or whistleblowing activity.
- ∞ The designated **Chairperson** is responsible for investigating and resolving all complaints or concerns submitted under the whistleblower policy. The **Chairperson** shall advise the Executive Director or the chair of the GDI Board of Governors—if the allegation concerns the Executive Director, the Director of Finance and Operations, and the Department of Human Resources—of all complaints or concerns received, prior to filing their final report unless it is determined that it would be inappropriate to do so under the circumstances.
- ∞ Following the receipt of any complaint or concerns submitted hereunder, the **Chairperson** may investigate each matter reported and may recommend that the Executive Director and/or the Board of Governors take corrective disciplinary action, if appropriate.

- ∞ Corrective and disciplinary action may include a warning or letter of reprimand, demotion, loss of salary increase, suspension without pay, termination of employment, and civil or criminal prosecution.
- ∞ The **Chairperson** may enlist other GDI employees, directors, or officers, or retain at the Institute's expense, outside legal accounting or other advisors to assist in conducting any investigation.
- ∞ In conducting their investigation, the **Chairperson** shall use their reasonable best efforts to protect the confidentiality and anonymity of the **Complainant**, subject to the investigator's needs to conduct a thorough investigation. While the investigating individual(s) must use their best reasonable effort to maintain anonymity, it may be necessary to identify the **Complainant** or it may be possible for third parties to deduce the **Complainant's** identity. For these reasons anonymity cannot be guaranteed.
- ∞ Using their best judgment, the **Chairperson** shall advise any GDI employee, director, or officer that has been named in a complaint or concern at an appropriate time during the investigation. Unless the **Chairperson** determines that it would be inappropriate in the circumstances, the person named will have an opportunity to respond to the complaint or concern in writing, and that response will be included in the **Chairperson's** final report.
- ∞ The **Chairperson** shall report any valid inquiries or complaints received, including the results of their investigation to the Executive Director and the GDI Board of Governors.
- ∞ The **Chairperson** shall report annually to the Executive Director and GDI Board of Governors on this policy and their activities under it, and they shall immediately report on any matters under this policy relating to GDI's internal controls and the integrity of the financial results.
- ∞ The **Chairperson** shall retain records regarding complaints reported in a secure manner for a period of not less than five (5) years.

VIII. Disciplinary Actions

Upon concluding that an instance of workplace wrongdoing has indeed occurred, the **Respondent** will be subject to disciplinary action, which may result in suspension of duties, or outright termination of employment and possible legal action depending on the severity of the action. Disciplinary actions imposed by the **Appropriate Authority** will be determined on the basis of the facts of each case and the extent of harm to GDI's interests and business goals.

IX. Timelines

Complainants are always encouraged to file a complaint immediately after an alleged incident of workplace wrongdoing. Nevertheless, GDI is aware that such timely responses may not always be possible, due to feelings of fear on the **Complainant's** part. Individuals who believe that they have witnessed workplace wrongdoing should lodge a complaint within thirty (30) days following an alleged incident. Under extreme circumstances, this timeline may be extended to three (3) months at the request of the **Complainant**; however, it is the responsibility of the **Complainant** to show good reasons for this extension.

X. Records

Records of all formal and informal resolutions, hearings, and reviews will be kept by the appropriate department, except where otherwise stated in this policy. The records will only be available to managerial members of the appropriate department, and only in the following circumstances:

1. When determining an appropriate disciplinary action for subsequent workplace wrongdoing complaints;
2. When a **Respondent** is a candidate for a promotion to a supervisory position;
3. When a complaint against retaliatory action is made; and
4. When a decision or resolution is reviewed.

Any records concerning employees will be maintained in accordance with all applicable laws and regulations. Both the **Complainant** and the **Respondent** are eligible to obtain copies of hearings or of their own statements made throughout the course of the sexual harassment remediation process.

Responsibilities of Audit Committee With Respect to Specified Complaints

The Executive Director and the GDI Board of Governors shall receive, retain, investigate, and act on complaints and concerns of employees regarding questionable accounting, internal accounting controls and auditing matters, including those regarding the circumvention or attempted circumvention of internal accounting controls or what would otherwise constitute a violation of GDI's accounting policies.

Procedures for Receiving Accounting Allegations

1. Any accounting allegation that is made directly to management, whether openly, confidentially or anonymously, shall be promptly reported to the Director of Finance and Operations, the Department of Human Resources, the Executive Director, and if necessary, the GDI Board of Governors and legal counsel.
2. Each accounting allegation forwarded to the Director of Finance and Operations, the Director of Human Resources, the Executive Director, or the GDI Board of Governors by management, and each accounting allegation that is made directly to the **Chairperson**, whether openly, confidentially or anonymously, shall be reviewed by the Committee, who may, in their discretion, consult with any member of management or employee whom they believe would have appropriate expertise or information to assist the committee. The Committee shall determine whether the Committee or management should investigate the accounting allegation, taking into account all considerations.
 - (a) Where the Committee determines that management should investigate the accounting allegation, the Committee shall notify the GDI Board of Governors in writing of that conclusion. Management shall thereafter promptly investigate the accounting allegation and shall report the results of its investigation, in writing, to the Committee. Management shall be free in its discretion to engage outside auditors, counsel, or other experts to assist in the investigation and in the analysis of results.

- (b) If the Committee determines that it should investigate the accounting allegation, the Committee shall promptly determine what professional assistance, if any, it needs in order to conduct the investigation. The committee shall be free in its discretion to engage outside auditors, counsel, or other experts to assist in the investigation and in the analysis of results.