



**INTERNATIONAL
WOMEN
OF SASKATOON
(IWS) Inc.**

**April 1, 2022 to
March 31, 2025**

COLLECTIVE AGREEMENT



Saskatchewan Government and General Employees' Union

**ARTICLES OF A
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
INTERNATIONAL WOMEN OF SASKATOON (IWS) INC.
AND
SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
LOCAL 5521**

April 1, 2022 to March 31, 2025

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**ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT
made in duplicate this 20th day of March, 2023.**

between

**INTERNATIONAL WOMEN OF SASKATOON (IWS) INC.
hereinafter referred to as "the Employer"**

PARTY OF THE FIRST PART

and

**SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION
hereinafter referred to as "the Union"**

PARTY OF THE SECOND PART

Preamble

Whereas it is recognized that the International Women of Saskatoon (IWS) Inc. primarily relies on financial assistance of project funding to carry out its mandates.

Whereas it is the desire of both parties to this Collective Bargaining Agreement to agree:

- a) to support the principle of a collective working atmosphere;
- b) to maintain a non-adversarial spirit in relations between union employees and the employer;
- c) to promote cooperation and understanding between the employer and the employees, to ensure that harmonious relations are maintained;
- d) to recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, employment, services, hours of work, and wages;
- e) to encourage efficiency and safety in operations;
- f) to provide a high quality of service that are effective, responsive and respectful for newcomer, immigrant and refugee women, their families and to the public;
- g) to recognize the unique multi-cultural and multi-lingual makeup of the workforce of the International Women of Saskatoon (IWS) Inc.;
- h) to promote the morale, well-being, and security of all the employees in the bargaining unit of the Union;
- i) to recognize the significance and thus the financial implications of target client output and outcomes set by funding/contribution agreements on operational requirements and the integrity of services;

- j) to promote the welfare and goals of International Women of Saskatoon (IWS) Inc. for the efficient operation and delivery of services that are effective, responsive and respectful;
- k) to ensure the organization remains accountable to its membership, newcomer, immigrant, refugee women, their families and the public;
- l) to ensure the ability of the Organization to remain viable and sustainable, in the long term and in the best interest of the clients.

It is on these principles that the parties to this Agreement enter into, establish and agree to the following terms:

ARTICLE 1 DEFINITIONS

- 1.1 **Adverse Report:** a written report related to the disciplinary action or warning of disciplinary action of an employee.
- 1.2 **Attributes:** means satisfactory past performance, personal qualities and relevant soft skills.
- 1.3 **Casual Employee** means an employee who works on a casual, call-in emergent as-needed basis to supplement regular staff coverage in situations of unforeseen staff shortage or to relieve an absent employee and who works only on an hourly basis assigned by the Employer.

Casual Employees are not guaranteed any specific number of hours of work.
- 1.4 **Classification Plan:** means the grouping into pay bands of positions requiring similar effort, required skill sets, responsibility and specified education.
- 1.5 **Cost Recovery Initiatives:** these are non-government funded programming and service initiatives established by the Organization with the aim of strengthening its financial capacity to ensure its ability to cover costs during emergencies, for service continuity and sustainability planning.
- 1.6 **Definite Leave** means an unpaid leave of absence for a maximum of twelve (12) months.
- 1.7 **Demotion** means movement of an employee to a position in a different classification that has a lower hourly rate of pay.
- 1.8 **Employee or Employees** refers to all employees to whom the terms and conditions of this agreement apply.
- 1.9 The **Employer** means the International Women of Saskatoon (IWS) Inc.

- 1.10 **Executive Director** means the Executive Director of International Women of Saskatoon (IWS) Inc.
- 1.11 **Extended Leave:** means unpaid leave for prolonged illness as defined in the Article.
- 1.12 **Fiscal Year** means April 1st of one year to March 31st of the following year.
- 1.13 **Full-Time** means an employee who regularly and recurrently works at least thirty-five (35) up to forty (40) hours per week and reports for work on a regularly scheduled basis at a work setting, within Saskatchewan, approved by the Employer.
- 1.14 **Gender:** means use of the pronouns she, her, hers, he, his, him, they and them includes a reference to persons of the opposite or neutral gender wherever the facts or context so requires.
- 1.15 **Grievance:** any difference, disagreement or dispute between the Employer and the employee(s) or the Union concerning the interpretation, application, administration or alleged violation of this Agreement including any questions as to whether or not any matter is arbitrable.
- 1.16 **Group Benefits Plan:** this means the retirement and/or health benefits plans available to employees upon eligibility including successful completion of probation and subject to the terms outlined in the Plans. Access to and membership in benefits plan shall be subject to the availability of government funding to cover the costs of premium for such plans.
- 1.17 **Hours of Operation:** means hours, Monday to Friday, 7:30 am to 9:00 pm, and Saturday to Sunday, 9:00 am to 5:00 pm, during which employees normally work and are available to clients, recognizing that there is programming that takes place outside of these hours during which employees are required to work.
- 1.18 **Independent Contractor** means a self-employed person whose services are retained by the Organization, as needed, to provide specialized services on the basis of fee for services and who shall not be deemed, for the purposes of this agreement an employee and so shall not be required to be members of the Union and thus pay union dues. The use of independent contractors will not result in the lay off or reduction of hours of any employees.
- 1.19 **Knowledge, Skills, Abilities and Attributes (KSAA)** means the knowledge, skills, abilities, qualifications, education, experience and personal attributes that are critical to the successful appointment to a position.

- 1.20 **Letter of Expectations:** a written letter provided to an employee outlining specific job behavior expectations. It is not an Adverse Report.
- 1.21 **Multi-Year Contribution Agreements:** means funding agreements, approved in principle for three (3) years or more, subject to yearly review of target outputs and outcomes and overall performance evaluation against set targets by the funder, to determine the continuity of access to such funding in any new fiscal year.
- 1.22 **Organization:** for the purposes of this agreement, Organization is also the Employer.
- 1.23 **Out of Scope Employees** means all persons and positions to which/whom this Agreement does not apply as listed in Article 2 of this Agreement.
- 1.24 **Part-Time** means an employee who regularly and recurrently works less than thirty-five (35) hours weekly and reports for work on a regularly scheduled basis at a work setting, within Saskatchewan, approved by the Employer.
- 1.25 **Pay Plan (also known as Wage Grid):** The schedule of wages as outlined in Appendix A.
- 1.26 **Permanent Employee** means as an employee who has successfully completed a probationary period in initial appointment and worked in that position for more than twenty-four (24) months and the position, which they currently occupy, is deemed to be funded on a multi-year funding agreement, from year to year based on the availability of ongoing funding.
- 1.27 **Plural or Feminine/Masculine/Neutral Terms May Apply:** Wherever the feminine gender is used in this Agreement, it shall be considered as if the masculine/neutral gender has been used and whenever the singular term is used in this Agreement, it shall be considered as if the plural has been used where the context of the intent of the clause so requires or vice versa.
- 1.28 **Probationary Employee:** means an Employee who has not completed eight hundred and forty (840) continuous hours of work and so is serving the probationary period.
- 1.29 **Programming Break:** means the suspension of program delivery activity for no more than two (2) months determined by the Employer, which does not constitute a lay-off.
- 1.30 **Project Period:** means the period, within a fiscal year, during which a project is to be implemented, on the terms and conditions of the approved funding.

- 1.31 **Promotion** means the movement of an employee to a position in a different classification with a higher hourly rate of pay.
- 1.32 **Pro Rata Basis:** means to divide, share or distribute proportionally based on hours worked comparative to full time employees.
- All in-scope employees to whom this agreement applies shall receive benefits, leaves and entitlements specified in this Collective Bargaining Agreement on a pro-rated basis according to their hours worked comparative of full time employees.
- 1.33 **Term Funding:** means Project Based funding agreements for a period not exceeding twelve (12) months, on the basis of which the Employer shall only be able to hire term employees.
- 1.34 **Temporary Employee** means an employee who is hired on a temporary basis, on an hourly full-time or part-time schedule, to an occupied position for a specified period not exceeding eighteen (18) months. When the temporary position is at an end, the employee is considered separated and the employment relationship deemed terminated.
- 1.35 **Term Employees** are employees who are hired on a fixed term basis to an unoccupied position and have a specific fixed term of not more than twelve (12) months. When the term position is at an end, the employee is considered separated and employment relationship deemed terminated.
- 1.36 **The Board:** means the Board of Directors of the International Women of Saskatoon (IWS) Inc.
- 1.37 **Time Management System (TMS)** means an internal integrated electronic system that automates processes in order to accurately track employees' attendance, manage their work schedules, locations, absences, vacations, leaves of absence, sick leave, other benefits/entitlements and payroll reports.
- 1.38 **Transfer** means the movement of an employee from one position to another in the same classification with the same hourly rate of pay.
- 1.39 **Union** means the Saskatchewan Government and General Employees' Union representing the employees of the International Women of Saskatoon (IWS) Inc.
- 1.40 **Wage Rate:** rate of pay which shall be quoted in terms of gross hourly rate.

ARTICLE 2 SCOPE

- 2.1 The terms of this Agreement shall apply to all employees of the Employer, excluding: the Executive Director, the Accounting/Finance Unit, the Human Resources/Policy Unit, NOLA Program Manager, NOLA Assistant Program Manager, SDCC Manager, SDCC Assistant Manager, IRCC Settlement Program Manager, IRCC Settlement Assistant Program Manager, Provincial Settlement Program Manager, Provincial Settlement Assistant Program Manager, Systems & Client Services Coordinator, IRCC Stakeholder Support Coordinator, IT/Records Management Specialist, Marketing/Communications Coordinator, Independent Contractors on the CELPIP Program, other Independent Contractors, Summer Students via Canada Summer Jobs and any other positions as may be agreed upon during the term of this Agreement.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 The Union recognizes and thus acknowledges that the Employer, subject to the Collective Bargaining Agreement, has the right, authority and responsibility to exercise its function of management in all respects and to manage and regulate the operations, facility, affairs, and its workforce which shall include the right to: maintain efficiency and quality of services, the right to direct the work of its employees, the right to hire, classify, assign to position and promote, the right to determine job contents and the number of employees, the right to demote, discipline, suspend, layoff and discharge for just cause, the right to make, alter and enforce policies, rules and regulations.
- 3.2 The Employer shall exercise its right to direct the workforce reasonably and in good faith.

ARTICLE 4 UNION SECURITY

4.1 Recognition

The Employer recognizes the Saskatchewan Government and General Employees' Union as the sole and exclusive Collective Bargaining Agent for all its employees. The Employer agrees to negotiate with the Union or its designated bargaining representatives concerning all matters affecting the relationship between the employees and the Employer aiming toward a peaceful and amicable settlement of any differences that may arise between them.

- 4.2 No employees or group of employees shall undertake to represent the Union at meetings with the Employer's representative without the proper authorization of the Union. The Union will supply the Employer's representative with the name of its stewards. The Employer's

representative shall supply the Union with a list of its officers that they may be required to transact business.

4.3 **Work of the Bargaining Unit**

Use of Volunteers: the Employer and Union acknowledge that the Employer shall have the right to utilize the services of volunteers to supplement the delivery of services because program funding is not available to hire the required and/or additional employees to perform such work.

4.4 **No Contracting Out**

4.4.1 The Employer will not be restricted from the practices of contracting out. However, the Employer agrees that it will not contract out if the contract results in the layoff of an existing employee.

4.4.2 Where there is a lack of skill in the Bargaining Unit, the Employer may contract out the work.

4.4.3 The Union recognizes also that the Organization shall have the right to create new cost recovery initiatives that have the option to hire Independent Contractors to advance its emergency, service continuity and sustainability plans.

4.5 **Non-Discrimination**

4.5.1 Human Rights

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of wage rates, training, up-grading, transfer, lay-off, recall, discipline, classification, discharge, or otherwise by reason of any matter covered by the Saskatchewan Human Rights Code, nor by reason of her membership or activity in the Union unless unusual circumstances namely: Employment Equity and other Human Rights exemptions for gender specific programming supports, require that.

4.5.2 Harassment

The Employer agrees that no form of harassment shall be allowed in the workplace. Harassment is any action by a person towards another person that any reasonable person would recognize as harassment and that is unwelcome. The Employer agrees to support its employees during the process of redress arising from work related situations.

a) Any complaint shall be presented to the Employer.

- b) The Employer recognizes the principle that it is its responsibility to maintain a harassment free workplace.

4.5.3 Personal Rights

The rules, regulations and requirements of employment shall be limited to matters pertaining to the work requirements of each employee. Employees will not be asked or required to do personal services for members of the Employer which are not connected with the operation of the Employer.

4.6 Refusal to Cross Picket Lines

The Employer agrees that no employee shall be required to cross a picket line or to handle goods from an employer where a strike or lockout is in effect.

The Employer agrees that it will not request, require or direct employees to perform work resulting from strikes that would normally have been carried out by employees involved in the strike(s), unless agreed to by the parties.

4.7 Public Representation of Employer

The Union agrees that no employee to whom this agreement applies is permitted to speak on behalf of the Organization.

4.8 No Reprisals from Work Stoppages

The Employer agrees that it shall not terminate, suspend, discipline, discriminate, coerce, intimidate, impose or seek to impose a penalty against any person because she is engaged in any activity related to a work stoppage.

4.9 Union Membership

Every employee shall maintain membership in the Union as a condition of employment and shall tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

4.10 Check-Off Payments

- 4.10.1 The Employer agrees to deduct on behalf of the Union, when requested in writing by the employee and accompanied by signed authorization cards, all initiation fees, monthly dues, assessment and levies, from and on behalf of all employees from the employee's pay cheques. The Employer shall remit such deductions to the Union.

- 4.10.2 The Employer agrees to provide to the Union a list of names, classifications and addresses of employees from whose wages the deductions have been made.
- 4.10.3 The Union shall hold the Employer harmless with respect to deductions made and remitted on behalf of the Union and with respect to any liability, which the Employer may incur as a result of such deductions.
- 4.10.4 Where the Union seeks to change the amount of these deductions (dues, initiation or assessment fees), it shall provide the Employer at least thirty (30) calendar days advance written notice of such change and such change shall occur no more frequently than twice per twelve (12) month period.

4.11 **Monthly Statement**

A monthly statement shall also be forwarded to the Union showing the names of all new employees covered by this Agreement, hired during the month, their date of hire, and the names of all employees who have terminated employment and their date of severance.

4.12 **Dues Receipts on Income Tax T-4 Slips**

At the same time that Income Tax (T-4) slips are made available, the Employer shall include the amount of Union dues deducted from the employee on the employee's annual T-4 slips.

4.13 **New Employee Orientation**

- 4.13.1 The Employer agrees to inform new workers of the fact that a Union Agreement is in effect.
- 4.13.2 Within the first thirty (30) days of the employment, a representative of the Union shall be given 30 minutes, at a mutually agreed upon time during working hours, to acquaint new members with the benefits and duties of Union membership and of signing dues deduction authorization cards, etc.
- 4.13.3 A Rep of the Employer may choose to be present during such meetings.
- 4.13.4 Copies of the Collective Bargaining Agreement shall be made available to the Employer by the Union for employee orientation.

4.14 **Union Communications**

- 4.14.1 The Employer shall make available to the Union a bulletin board so that the employees have access to it, upon which the Union shall have the right to post notices and information, which shall be of interest to the employees. Information may also be distributed through the Employer's email system.

4.14.2 The Union agrees not to distribute any information that may be defamatory to the Employer. The Employer reserves the right to request the removal of posted materials if considered damaging to the Employer and the Union agrees to comply with the request.

4.15 **Employer Recognition of the Union**

4.15.1 Individual Contracts

No employee shall be required or permitted to make a written or verbal agreement with the Employer or Employer representative, which may conflict with the terms of this Collective Agreement.

4.15.2 Written Contracts of Employment

The Union agrees that the Employer has the right to provide written contracts to be signed by each employee, at the start of each new fiscal year, which provides specific information on primary tasks, position title, wage rate, reporting expectations and other conditions.

4.16 **Union Management Committee**

4.16.1 The parties agree to establish a Union Management Committee consisting of two (2) Management representative and two (2) Union representatives. The parties agree to adopt a co-operative approach to solving problems.

4.16.2 The Union agrees to provide the Employer a current list of officers and authorized representatives, once annually.

4.16.3 Correspondence

The Employer agrees that a copy of any correspondence between the Employer or designate and any employee pertaining to the interpretation, administration, or application of this Agreement shall be forwarded to the union office.

ARTICLE 5 LABOUR / MANAGEMENT RELATIONS

5.1 **Contact at Work**

5.1.1 The Labour Relations Officer (LRO) shall have the right to contact employees at work on matters respecting this Agreement or its administration without loss of pay to the employees. The LRO agrees to give reasonable advance notice to Human Resources to ensure that such contact does not interfere with the duties of the employees.

5.1.2 The Employer shall allow Union representatives to use the Employer's email system for the purposes related to the grievance process. The Union agrees that the purpose of such access is for information

gathering and process communications and it is not to be defamatory to the Employer, its employees or business operations.

5.2 **Union Business**

Members of the Union attending union business shall be granted a leave of absence in accordance with the following:

- a) the employee is authorized by the Union, in writing, to request such leave.
- b) the request for union leave is made on such form or forms as agreed by the parties from time to time.
- c) the leave period will not unreasonably interfere with the operations of the Employer, and it shall not be unreasonably denied.
- d) the Union agrees to provide a minimum of three (3) business days' notice of request for union leave of five (5) consecutive days or less.
- e) the Union agrees to provide at least fourteen (14) days' notice of request for union leave of more than five (5) consecutive days; and
- f) the Union agrees to reimburse the Employer for the full cost of such salary and benefits for each member on union leave.

5.3 **Recognition**

The Employer recognizes the responsibilities of the steward(s) within the IWS workplace elected or appointed by the Union.

5.4 **Legal Costs**

The Employer agrees to indemnify and save harmless any employee covered by this Agreement from and against any liability incurred by the employee by reason of action taken by the employee in good faith within the scope of the employment with IWS, unless caused by the employee's willful misconduct or negligence.

ARTICLE 6 STAFFING

6.1 **Qualifying for Position**

The Employer shall determine the necessary qualifications, education, experience, knowledge, skills, abilities and attributes (KSAA) required for each position to be filled prior to posting.

6.2 **Position Designations**

All positions within the scope of this Agreement shall be designated as either of the following:

- a) permanent full-time, or
- b) permanent part-time, or
- c) temporary, or
- d) term, or
- e) casual.

6.3 **Job Postings**

6.3.1 When a new position is created or when a vacancy occurs within the bargaining unit which the Employer wishes to fill which is for a duration of six (6) months or longer, the Employer shall post notice of the position internally for seven (7) calendar days. During the seven (7) calendar day period, the Employer will make every reasonable effort to inform/notify all members of the posting by email including those on lay-offs, on leave of absence, temporarily absent from work for reasons of vacation, on sick leave or because they are casual employees who are not scheduled to work during the posting period.

6.3.2 It is the employee's responsibility to maintain a current email address with the Employer for such purposes. A copy of each posting will be posted simultaneously on bulletin boards within the workplace and a copy of each posting will be sent to the Chief Steward via email on the date of the posting.

6.3.3 The Employer may post internally and externally simultaneously, however the Employer agrees that all internal applications will be assessed prior to reviewing external applicants.

6.3.4 The union and the Employer may mutually agree that the posting period of a position be reduced due to reasonable circumstances.

6.4 **Information in Posting**

Each posting shall contain the following, however, the information contained may be subject to change:

- a) Summary of Program,
- b) Name of Position,
- c) Classification of Position,

- d) Nature of Position,
- e) Description of Core Responsibilities, Accountabilities and Results,
- f) Required Education, Knowledge, Skills, Abilities, Attributes and Experience,
- g) Wage Rate & Range,
- h) Hours /Schedule of Work,
- i) Status of position,
- j) Deadline for applications,
- k) Expected start date,
- l) Expected end date,

Any other pertinent information.

6.5 **Promotions and Transfers of Existing Employees**

6.5.1 In making staff changes using either transfers or promotions, appointment shall be made to qualified senior applicant who possesses the education, knowledge, skills, abilities, attributes and the required experience.

6.5.2 Priority for hiring shall be on the basis of senior qualified employee.

6.5.3 The employee shall be provided with a notice of appointment and the terms of employment upon hiring.

6.5.4 The starting wage of the employee shall be based upon approved wage grid and the availability of funding for the position.

6.6 **Probation on Initial Hiring (Probation of Newly Hired Employees)**

6.6.1 Newly hired employees shall serve an initial probationary period of eight hundred and forty (840) hours worked from the date the employee commences employment.

6.6.2 At the start of the probationary period, employees will be advised of expectations regarding standards of performance by their Program Manager or Assistant Manager.

6.6.3 During the initial probationary period, the employee shall be provided with one hundred and five (105) hours of orientation and training which include job shadowing in order to support her to fulfil the requirements of the job.

- 6.6.4 Hours worked shall be defined as hours that the employee is paid not including leaves such as sick leave or vacation leave.
- 6.6.5 In addition to initial onboarding training supports, coaching and performance feedback shall be provided.
- 6.6.6 Should the Employer decide to terminate the employee during the initial probation, the employee will be given the reasons prior to their termination.
- 6.6.7 Employment may be terminated at any time during the probationary period.
- 6.6.8 Only one (1) successful probationary period shall be served in any one (1) position.
- 6.6.9 There shall be no accumulation of seniority until completion of initial probationary period.
- 6.6.10 Upon completion of the initial probationary period, seniority shall be retroactive to the date of hire.
- 6.7 **Subsequent Probation for Existing Employees**
- 6.7.1 An employee who has served an initial probationary period and is being transferred or on promotion to a different position shall serve a subsequent probationary period of five hundred (500) hours worked for the new position.
- 6.7.2 During the subsequent probationary period, the employee shall be provided with seventy (70) hours of training in order to support them to fulfil the requirements of the job
- 6.7.3 A subsequent probationary period shall be served for every new position.
- 6.7.4 In the event the employee proves unsatisfactory in the position during the probationary period or if the employee is unable to perform the duties of the new position, the employee shall be returned to their former position, wage rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall be returned to their former position, wage rate without loss of seniority. In the event that a term employee was hired as a replacement employee, such appointment is deemed terminated.
- 6.7.5 The Employer and the Union agree that during the subsequent probationary period, the Employer is not required to financially support the employee to acquire the qualifications, knowledge and skills required for the position but rather to provide a period of orientation during which the Employer may determine the employee's suitability for the position.

6.8 **Completion of Probation**

6.8.1 When the Employer does not terminate the probation before the end of the probationary period, the employee will be deemed to have successfully completed the probationary period.

6.8.2 When leave other than vacation leave of more than seven (7) consecutive days or twelve (12) days in total has been taken during probation, the probationary period is extended accordingly.

6.9 **Appointments**

When an employee successfully completes her probationary period, she shall be notified in writing by the Employer.

ARTICLE 7 LAY-OFF AND RECALL

7.1 **Definition of a Lay-Off**

Lay-off shall be defined as the abolition of a position or a reduction of twenty-five percent (25%) or more in an employee's regularly scheduled hours of work.

7.2 The following are excluded from the provisions of this Article and so do not constitute lay-off:

- a) Programming breaks of not more than two (2) months in each fiscal year,
- b) A less than twenty-five percent (25%) reduction of scheduled hours of work,
- c) the termination of term and temporary appointments,
- d) the expiration of project based funding,
- e) if the employee quits or resigns.

7.3 Casual employees are not covered by this Article.

7.4 **Lay-off in Reverse Order of Seniority**

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of job abolition or lay-off, employees shall be laid off in reverse order of seniority, subject to the employees possessing the KSAs required to operate the Organization.

7.5 **Employer to Inform Union**

The Employer shall inform the Union of possible lay-offs as far in advance as possible.

7.6 **Notice of Lay-off**

Notice of lay-off or pay in lieu of notice where no work is available shall be given to full-time and part-time employees who have successfully completed their initial probation as follows:

- a) One (1) week written notice, if the period of employment is more than thirteen (13) weeks but less than one (1) year.
- b) Two (2) weeks written notice, if the period of employment is more than one (1) year but up to three (3) years.
- c) Four (4) weeks written notice, if the period of employment more than three (3) years but less than five (5) years.
- d) Six (6) weeks written notice, if the period of employment more than five (5) years but less than ten (10) years.
- e) Eight (8) weeks written notice of the period of employment is more than (10) years.

7.7 **Role of Seniority in Layoffs**

7.7.1 The employee shall notify the Employer in writing within seven (7) working days of receiving their lay-off notice whether they decide to:

- a) Be laid off and placed on the re-employment list,
- b) Exercise his/her bumping rights,
- c) Resign.

7.7.2 If no response is received within this period, the employee shall be deemed to have declined the option to bump and shall be placed on the re-employment list.

7.7.3 An employee who has been laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority.

7.7.4 Should an employee bump another employee, their compensation will revert to the approved applicable wage band for the targeted position.

7.8 **Leave to Attend to Employment Matters**

When an employee is to be laid off, she shall be allowed the equivalent of one (1) paid day off during the last thirty (30) calendar days of her employment to look for other work or to attend job interviews.

7.9 **Bumping Procedure**

7.9.1 Upon receipt of notice of the employee's intention to bump, the Employer will within three (3) working days, present the employee with an offer of a position to bump into.

7.9.2 Bumping offers shall be made by the Employer first within the employee's own classification and status, subject to seniority provided the employee possesses the required KSAs for the position offered and the needs of the Organization. Bumping is dependent upon operational requirements and consideration of specific skills. Where bumping is not possible within that classification, the Employer shall make a determination of the required qualifications for other classifications.

7.9.3 In instances where a temporary and/or term position exists that represents a better bump option than the permanent options available, an employee may elect to bump into the temporary or term position. In these instances, when the temporary or term position ultimately terminates, the employee shall be placed on the re-employment list

7.9.4 An employee will have three (3) working days to consider the offer of a position. The three (3) day period shall be deemed to have commenced at 5:00 p.m. of the day the offer is formally made, or at the end of the employee's work period on the day the offer is made, whichever is later. If the employee does not accept the offer of the position within the three (3) day period, it will be deemed the employee has declined the offer. Once the employee accepts the position, the Employer will advise the employee of the commencement date in the new position and the lay-off notice will be deemed to have been rescinded.

7.9.5 If an employee does not accept an offer of a position in the bumping order, the employee will be deemed to have declined the option to bump and shall be placed on the re-employment list.

7.10 **Recall Procedure**

7.10.1 An employee may be placed on a re-employment list according to seniority for fourteen (14) calendar months. If the employee is not re-employed after fourteen (14) months, they shall be considered terminated and will lose all seniority.

- 7.10.2 Employees shall be recalled in the order of seniority in their former classification, or any classification for which their qualifications are sufficient to perform the required duties.
- 7.10.3 Subject to Article 7.10.1 employees who have been laid off may refuse a recall, without having their name removed from the re-employment list. Employees who do not respond within seven (7) working days to a recall notice sent to employee's personal email shall be deemed to have refused the offer.
- 7.10.4 Employees shall notify the Employer of any change in email address during the lay-off period.
- 7.10.5 Employees who choose to take employment offered to them, which would constitute demotion or temporary employment shall not lose their right to re-employment to positions equivalent to those from which they were laid off even if the two (2) terms overlap.
- 7.10.6 All employees on the re-employment list will be emailed a copy of all job postings.

7.11 **Re-employment After Lay-off**

Where, after lay-off, an employee is employed in any position, they shall be paid the applicable wage rate for the new position.

ARTICLE 8 PERFORMANCE REVIEWS

- 8.1 The parties agree that performance reviews are used as a tool to evaluate the employees' performance and are not to be used as a disciplinary measure.
- 8.1.1 Performance reviews are to be used for positive improvements, goal setting, career improvement, identifying training needs and issues related to strengths and weaknesses in the performance.
- 8.2 **Counselling and Employment Coaching**
- 8.2.1 The Employer and the Union recognize the difference between discipline and employment coaching, and nothing is intended to restrict the Employer's right to counsel.
- 8.2.2 The Employer may, before initiating or imposing discipline, arrange to meet with the employee to discuss the employee's work performance in an effort to resolve the concern, except in the case where the employee has been suspended or dismissed. The employee shall have the right to have a Union representative present at all meetings where the Employer is endeavouring to coach or counsel the employee in relation to their employment.

8.3 **Performance Improvement Plan**

When an employee shows a pattern of unsatisfactory work performance, the Employer and employee will meet. From that meeting the Employer will develop a structured plan that identifies objectives, and steps to achieve the objectives, measure progress at specific intervals and note completion of objectives.

ARTICLE 9 COPIES OF BOARD MINUTES

9.1 Copies of Board minutes adopted which relate to the working conditions, staff or matters covered by this Agreement will be forwarded to the Union. The Employer reserves the right to redact unrelated information and all information regarding management or collective bargaining negotiations.

ARTICLE 10 PROGRESSIVE DISCIPLINE

10.1 **Intention of the Parties**

10.1.1 The Employer agrees to make reasonable effort to resolve problems with respect to employee performance through discussion and consultation prior to the initiation of disciplinary action.

10.1.2 The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Thus, both parties agree that disciplinary measures should be appropriate to the cause and to the principles of progressive discipline.

10.2 Prior to implementing any disciplinary action, the Employer shall conduct a reasonable investigation. The employee shall have the right to be accompanied by a Union representative.

10.3 Where the Employer intends to formally discipline an employee; such action shall take place at a private meeting where the employee shall be accompanied by a union steward or Labour Relations Officer (LRO) of the Union, unless they refuse in writing. If union representation is refused, the Employer shall provide the Chief Steward a written confirmation to that effect signed by the employee.

10.4 An employee may be disciplined but only for just cause. The Employer will follow a progressive discipline model as outlined below.

10.5 **Principles of Progressive Discipline**

The parties to this Agreement recognize the following steps:

- a) Verbal warning or reprimand,
- b) Written warning or reprimand,

- c) Suspension,
- d) Dismissal.

However, in extraordinary circumstances, the Employer reserves the right to invoke disciplinary action commensurate with the circumstances.

10.6 **Records of an Employee**

10.6.1 The Employer will provide the Union and the employee with a letter outlining the reasons for discipline or dismissal. A copy of said document or other information placed on any employee's file, which might at any time be the basis for disciplinary action or denial of promotion, shall be supplied concurrently to the employee and, upon request by the employee, to the Union.

10.6.2 Employees have the right to view their personnel file in the presence of the Human Resource Manager or the Executive Director. With written authorization for each viewing along with reasonable notice to the Employer, the employee and their union rep shall have access to view the employee's file.

10.6.3 After two (2) years, excluding unpaid leaves of longer than one (1) week, following discipline, the Employer shall remove the disciplinary documentation regarding the specific incident that led to discipline from the personnel file, if no further disciplinary action was noted. The employee will be informed in writing when documents are removed.

10.6.4 Employee performance reviews including probationary reviews will not be removed from the personnel file.

10.7 **Burden of Proof**

In cases of disciplinary action against an employee, proof of just cause shall rest with the Employer. The record of employee shall not be admissible as evidence after a two-year period has lapsed.

10.8 **Verbal Reprimand**

The Employer will verbally outline to the employee reasons for the reprimand, how they should correct her their work and what will happen if her misconduct continues. A steward shall be present as a witness. There is no official written report to the employee at this stage. A note will be placed in the employee's file.

10.9 **Procedure for Written Progressive Discipline**

10.9.1 The Employer shall inform both the concerned Employee and the Union that a meeting will be held at a time and place determined by the Employer.

- 10.9.2 The employee will be given the opportunity to make a representation at the meeting on their own behalf, either personally or with a representative of the Union, if he/she so desires.
- 10.9.3 The Union and the employee shall be advised within a reasonable period of time of the decision of the Employer arising out of the meeting.
- 10.9.4 Where considered necessary by the Employer, the Employer may suspend an employee without pay, pending an investigation.
- 10.10 **Letter of Reprimand**
- Written reprimands shall be in the form of an official letter to the employee with a copy to the Union. Such letters shall become part of an employee's record. Should the employee wish to respond, the employee's reply to the specific complaints, accusations or expressions of dissatisfaction shall also be recorded and kept on file.
- 10.11 **Suspension**
- A disciplinary suspension is a period of time in which the employee is removed from the workplace without pay. The number of days of the suspension shall be included in the written notice. The Employer will use its discretion in assigning up to five (5) business days of unpaid suspension. A copy of the suspension letter will be supplied to the Union.
- 10.12 **Dismissal**
- 10.12.1 Dismissal is a disciplinary action of ending the employment relationship. A copy of the dismissal letter will be supplied to the Union.
- 10.12.2 Employees who are dismissed for just cause will not receive notice or payment in lieu of notice.
- 10.12.3 Probationary employees may be terminated for reasons of general unsuitability in accordance with Article 6.6.
- 10.13 **Right to a Steward**
- 10.13.1 An employee shall have the right to have their steward present at any discussion with the Employer which the employee believes might be the basis for disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact a steward to be present at the interview.
- 10.13.2 A steward shall have the right to consult with an SGEU Labour Relations Officer and to have them present at any discussion with the Employer which might be the basis for disciplinary action.

ARTICLE 11 GRIEVANCE

Preamble

The parties are committed to establishing a positive working relationship and to solving problems as fairly and promptly as possible.

The parties will make an earnest effort to solve problems before they reach the grievance stage.

Employees are encouraged to first speak to their supervisor regarding differences or disputes. That does not preclude an employee from going directly to Human Resources when they feel that it is necessary. This should not be taken to mean that supervisors and employees cannot involve the Union to help resolve difficulties; on the contrary, the parties welcome open, constructive dialogue to help achieve swift, effective and lasting solutions to workplace problems.

11.1 Permission to Leave Work

11.1.1 An employee who feels that they have been aggrieved may leave their assigned duties without loss of pay in order to discuss the complaint with the appropriate union representative for twenty (20) minutes. Suitable arrangements for an appropriate time and place for such discussions will be made so as to not unreasonably interfere with the operational requirement of the Employer. i.e after 4 pm.

11.1.2 The Employer shall allow the union steward to leave their assigned duties for twenty (20) minutes in order to discuss those matters with the employee who feels aggrieved and that such steward shall not suffer any loss in pay for the time so spent. Suitable arrangements for an appropriate time and place for such discussion will be made so as to not unreasonably interfere with the operational requirement of the Employer. i.e after 4 pm.

11.1.3 However, it is recognized that in certain circumstances more time may be needed.

11.2 Technical Objections to Grievances

No grievance shall be defeated by any formal or technical objection and an Arbitration Board shall have the power to allow all pertinent information to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

11.3 **Initiation of Grievances**

11.3.1 A grievance alleges a violation of the Collective Agreement. The carriage of all grievances belongs to the Union.

11.3.2 For the purpose of the grievance procedure, the following will apply:

a) **Employee Grievance:**

An individual employee grievance where the subject matter of the grievance is specific to the named employee. The grievance form should be signed by the specific employee before being submitted. This does not preclude the Union from originating a grievance on behalf of an employee where deemed necessary.

b) **Group Grievance:**

A grievance where two (2) or more employees with similar disputes join together in filing a grievance. The grievance form should be signed by the specific employee(s) before being submitted. This does not preclude the Union from originating a grievance on behalf of a group of employees where deemed necessary. In order to facilitate earliest resolve, the Union shall make every effort to identify all or as many employees as possible at the time that the grievance is submitted.

c) **Policy Grievance:**

A grievance that is of general interest and/or deals with an interpretation of the Collective Agreement. Such grievance can only be filed by the bargaining unit or the Labour Relations Officer on behalf of the bargaining unit.

11.4 **Deviation from Grievance Procedure**

After a grievance has been initiated by the Union, the Employer shall not enter into discussion or negotiation with respect to the grievance with the aggrieved employee, without the consent of the Labour Relations Officer.

11.5 **Grievance Procedure**

11.5.1 The parties agree that the best resolve to any alleged dispute is that which is an early resolve between the parties in dispute. An earnest effort shall be made to settle grievances fairly and promptly in the following manner.

a) **Informal Discussion:**

Employees are encouraged to first speak to their Manager regarding differences or disputes. The employee and supervisor shall informally discuss the matter and attempt to resolve it.

That does not preclude an employee from going directly to Human Resources to request assistance if necessary. Human Resources then sets up a meeting with the parties. The employee may be accompanied by a steward and the supervisor may be accompanied by a witness. Human Resources will attend to facilitate and attempt to de-escalate the discussion.

b) Formal Processes

i) Time limits for Grievance Submission

A formal grievance shall be submitted within thirty (30) calendar days from discovery of cause for a grievance.

However, where the parties have been attempting resolve through the informal process, timelines for submission of a formal grievance will not begin until the informal discussion process has been concluded.

11.5.2 Step 1: Human Resources Unit

The grievance shall be submitted in writing by the Union to Human Resources who will sign the form and ensure a copy of the signed form is returned to the Union to be registered.

A Step 1 meeting will be convened where the grievance will be explained to the Program/Unit Manager.

The Employer shall render a decision in writing to the Union within thirty (30) calendar days of the Step 1 meeting.

11.5.3 Step 2: Executive Director

If a satisfactory settlement cannot be reached at Step 1, the Union may within thirty (30) calendar days submit the grievance to the Executive Director who will meet with the grievor and her union representative and shall render a decision in writing within thirty (30) calendar days of the step 2 meeting.

11.5.4 Step 3: Mandatory Mediation

Failing satisfactory settlement of the grievance at Step 2 the parties will agree to refer, within fourteen (14) calendar days, the matter to mediation using the service of Labour Relations and Mediation Branch of the Ministry of Labour Relations and Workplace Safety.

The parties agree that upon reaching agreement in mediation, the grievance procedure is concluded.

Time does not begin in respect of the arbitration procedure until the parties have reached an impasse at mediation.

ARTICLE 12 ARBITRATION

- 12.1 The parties have agreed to adopt one of the following processes:
- a) Expedited arbitration may be used in all cases where it is appropriate and, where it is agreed to by both parties. Agreement to utilize expedited arbitration should not be unreasonably denied.
 - b) In exceptional cases, expedited arbitration may be bypassed and parties may proceed to full arbitration.
- 12.2 Failing a satisfactory settlement using the procedure under Article 11, a grievance may be submitted to arbitration within thirty (30) days.
- 12.3 The parties shall mutually agree upon an arbitrator to hear the grievance(s). Where the parties do not reach a mutual agreement within twenty-one (21) days, the parties will seek the appointment of an arbitrator through the Ministry of Labour Relations and Workplace Safety.
- 12.4 **Expedited Arbitration**
- The purpose of this Agreement is in the interest of expediting grievance handling.
- 12.4.1 Expedited Arbitration Process
- a) The parties will determine the grievances they wish to put forward to expedited arbitration.
 - b) No legal counsel will be used by either party at the hearing.
 - c) Union Representation: Labour Relations Officer, the Chief Steward or Chair of the Bargaining Unit, and the grievor (if required).
 - d) Employer Representation: Executive Director, Manager of Human Resources, Human Resources Coordinator and the Program Manager (if required).
 - e) Other participants or observers as agreed to by the parties.
- 12.4.2 Documents tabled with the Arbitrator
- a) Relevant Collective Bargaining Agreement.
 - b) Grievance statement and replies.
 - c) Agreed to statement of facts.

- d) Other relevant documentation.
- e) Any case law that the parties intend to rely on. The parties agree that submissions of precedent shall be limited to four (4) cases.
- f) A position document reflecting each party's position and argument, typically one (1) to six (6) pages.
- g) The exact settlement sought, and/or the issue the parties want to be decided.

12.4.3

Procedure Guidelines

- a) Documents tabled.
- b) Presentation of Case Documents.
- c) General rules of evidence are not strictly applied, except rules of "onus".
- d) Parties must discuss evidence prior to the hearing, in order to expedite the hearing.
- e) Arbitrator may propose a possible resolution to the parties prior to issuing an award.
- f) The decision of the Arbitrator will be final and binding on the parties.
- g) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- h) The parties will equally share the cost, fees, cancellation, and expenses of the Arbitrator.
- i) The grievance may be removed from the expedited arbitration process at any time prior to the hearing.

12.5

Full Arbitration

12.5.1

Procedure

- a) The Arbitrator shall fix a time and place of sittings, after consultation with the parties.
- b) The Arbitrator shall determine the procedure, but shall give full opportunity to all parties to present evidence and make representations.

- c) The Arbitrator shall, as much as possible, follow a lay person's procedure and shall avoid legalistic or formal procedure.

12.5.2 Decision of the Arbitrator

- a) The Arbitrator shall render a final binding decision within sixty (60) calendar days of the end of the hearings.
- b) The Arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.
- c) Subject to the foregoing, the Arbitrator shall have the power to dispose of the grievance by any arrangement which the Arbitrator deems just and equitable.

12.5.3 Expenses of the Arbitrator

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

12.6 **Time Limits**

The parties agree to abide by the time limits specified in this Article unless both parties consent to an extension of time. Thus, time limits are not mandatory but directory.

12.7 **Failure to Act within Time Limits**

It is the desire of both parties of this Agreement to resolve grievances in a manner that is just and equitable and it is not the intention of either the Employer or the Union to evade the settlement of disputes on a procedural technicality. However, notwithstanding the foregoing, it is clearly understood that for time limits, the onus is on the party to show a justifiable reason for its failure to adhere to such time limits.

12.8 **Employee Expenses**

In the event that an employee is called as a witness in an arbitration process, the following applies:

- a) If called by the Employer, leave without loss of pay and expenses paid by the Employer.
- b) If called by the Union, union leave with pay and expenses paid by the Union.
- c) If called by the Arbitrator, the parties shall share equally the costs.

- 12.9 The parties to the grievance process shall provide full disclosure of information available regarding the grievance at each step of the grievance procedure.
- 12.10 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever, without prejudice to their respective positions.

ARTICLE 13 HOURS OF WORK

- 13.1 Hours of operations shall be defined as being from Monday to Friday, 7:30 am to 9 pm and Saturday to Sunday, 9 am to 5 pm.
- 13.2 Regular hours of work for full-time employees shall be minimum of seven (7) hours per day; for five (5) consecutive days with two (2) consecutive days off per week. The Employer may offer an additional five (5) hours, to a maximum of forty (40) hours per week to be worked within the approved operational hours.
 - 13.2.1 Where there is agreement for the need to work additional hours as per Article 13.2, such time shall be banked at straight time and taken at a time that is mutually agreeable between the parties within six (6) weeks of being earned.
 - 13.2.2 Notwithstanding the above, the Executive Director may authorize payment for the additional hours worked.
- 13.3 The Employer may, on occasion, require employees to work a different schedule than stated in their contract, in which case the employees' schedule will be altered accordingly. Employees will be advised of changes to start and stop times, a minimum of one (1) week in advance.
- 13.4 Where an employee is scheduled to work five (5) hours or more in one work day, such employee will be given a thirty (30) minute unpaid lunch break during the work day.
- 13.5 Due to the nature of programming and operational requirements, the Employer shall not approve any requests for an averaged work schedule.
- 13.6 Casual employees will be called for available hours on the basis of seniority.

ARTICLE 14 OVERTIME

- 14.1 Overtime is voluntary and is defined as time preauthorized and worked in excess of forty (40) hours per week.

- 14.2 Employees shall not work overtime unless they first receive prior written authorization to do so. The authorization must be obtained from the employee's immediate Manager.
- 14.3 **Compensation for Overtime**
- 14.3.1 All overtime will be earned at the rate of one and a half (1.5).
- 14.3.2 All overtime shall be taken as time off in lieu at a rate of one and a half (1.5) hours for each overtime hour worked within six (6) weeks of accrual and with consideration for the employee's work load.
- 14.3.3 The date to be taken off in lieu of overtime shall be requested in writing at least one (1) week in advance to the employee's immediate Manager and approved. Requests without one (1) week advance notice will be approved on a case-by-case basis.
- 14.4 Overtime accrued in the last quarter of the fiscal year, may be paid out upon the approval of the Executive Director.
- 14.5 Overtime accrued as of March 31 payroll period shall be paid out in full.
- 14.6 No overtime shall be carried past March 31, into the next fiscal year.
- 14.7 Overtime accrued, if unused, will be paid out if the employee leaves the employment of IWS.

ARTICLE 15 SENIORITY

15.1 Definition

- 15.1.1 Seniority is defined as the date of hire in any position within the bargaining unit. Thus, employees shall have their initial start date as their seniority date.
- 15.1.2 Seniority is subject to the successful completion of initial probationary period. Thus, after completion of the probationary period, seniority shall be effective from the original date of employment.

15.2 Seniority Lists

- 15.2.1 The Employer shall establish a seniority list of all employees showing the date of initial employment.
- 15.2.2 A seniority list will be prepared and distributed to the employees by April 30 of each year.
- 15.2.3 It will be open to protest for a period of thirty (30) calendar days from the date of distribution.

- 15.2.4 On presentation by the Union of proof of error, the list will be corrected immediately and notice of correction shall be distributed.
- 15.2.5 A copy of the seniority list will be sent to the Labour Relations Officer at the SGEU Office.

15.3 **Loss of seniority**

An employee shall lose seniority if the employee:

- a) Is dismissed for just cause, and not reinstated.
- b) Is laid-off for more than fourteen (14) consecutive months without being recalled, re-hired and reassigned work.
- c) Resigns in writing.
- d) Completes a term or temporary appointment and without renewal of the term or temporary employment within thirty (30) calendar days, in accordance with Articles 1.34 and 1.35.
- e) Is absent from work for three (3) consecutive working days without authorization and fails to provide a satisfactory reason for such absence unless it can be shown by the Union and/or employee that special circumstances prevented the employee from reporting to work.
- f) Failure to return to work immediately following the completion of a leave of absence.
- g) Failure to report to work when recalled from a layoff after fourteen (14) calendar days notification by the Employer.
- h) Retires .
- i) They are in an out of scope position for six (6) months or longer.
- j) No longer has recall rights.

ARTICLE 16 PROFESSIONAL DEVELOPMENT

- 16.1 The Employer and the Union agree that professional development is of value for both the Employer and the employee. In accordance with this principle, we agree that both the Employer and the employee shall contribute to the success of the professional development.
- 16.2 All professional development required by the Employer shall take place during work hours. Employees participating, in required professional development, will do so at no loss of pay.

- 16.3 There shall be no additional pay for either travel or time spent in voluntary professional development outside of the regular hours of work.
- 16.4 The Employer shall be responsible for the cost of subsequent calibration of Language Assessors, after hire.
- 16.5 All full-time and part-time employees who have passed their initial probation are eligible for professional development subject to the terms of the professional development policy.

ARTICLE 17 DESIGNATED HOLIDAYS

- 17.1 For the purposes of this Agreement, designated holidays shall mean New Year's Day, Saskatchewan Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Saskatchewan Civic Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.
- 17.2 All designated holidays are paid on a pro-rated basis according to the individual employee's full-time equivalency.
- 17.3 All employees shall be entitled to a paid day off for each designated holiday that falls within their regular work schedule.
- 17.4 If a designated holiday falls on an employee's regular day off, the employee shall be entitled to a paid day off on their first working day following the holiday.

ARTICLE 18 VACATION

18.1 Vacation Year

- 18.1.1 Vacation year means the twelve (12) month period corresponding to the Employer's fiscal year, April 1st to March 31st inclusive.
- 18.1.2 There shall be no vacation carry over to a new fiscal year.
- 18.1.3 Unused vacation to a maximum of five (5) days as of the end of each fiscal year shall be paid out.

18.2 Annual Vacation: Vacation Entitlements

- 18.2.1 Employees will earn vacation entitlements as follows:
 - a) One (1) year up to five (5) years of employment: 15 days
 - b) Five (5) years plus one day and up to seven (7) years of employment: 18 days

- c) Seven (7) years plus one day and up to ten (10) years of employment: 20 days
- d) Ten (10) years plus one day and up to fifteen (15) years of employment: 23 days
- e) Fifteen (15) years plus one day of employment and onwards: 25 days

18.2.2 Part-time (PT) employees shall earn vacation entitlements on a pro-rated basis.

18.2.3 Casual employees will be paid out their vacation entitlement on each pay cheque.

18.3 **Vacation Advance**

Employees with at least two (2) full years of service may request an advancement of unearned vacation entitlements, to a maximum of seven (7) days, to be used primarily during the months of July and August.

18.4 **Vacation Pay on Termination**

18.4.1 An employee leaving the Employer at anytime in the vacation year shall be paid for any outstanding earned vacation.

18.4.2 In the event the employee has taken vacation prior to earning it, the Employer will reconcile the amount owing from the employee's last pay cheque.

18.5 **Vacation Scheduling**

18.5.1 The parties understand and agree that vacation time away from work is healthy, increases productivity and is in the best interests of the Organization and employees.

18.5.2 The employee should be entitled to receive vacation in an unbroken period upon request.

18.5.3 All vacation requests shall be considered with due consideration for operational requirements.

18.5.4 Where international travel is involved, the Employer will make all reasonable attempts to accommodate the unbroken vacation request.

18.5.5 Employees are required to provide a minimum of thirty (30) days' notice for vacation. Requests of less than thirty (30) days' notice may be considered if there is no negative impact on operations.

- 18.5.6 Conflicts over vacation requests submitted at least six (6) weeks in advance shall be decided on the basis of seniority.
- 18.5.7 Requests submitted with less than six (6) weeks' notice shall be decided on the basis of first-come, first-served.
- 18.5.8 If an employee enters the 4th quarter (Jan-Mar) and does not have a vacation plan, they shall be reminded to schedule the remainder of their vacation.

ARTICLE 19 SICK LEAVE

19.1 Definition

- 19.1.1 This Article does not apply to Casual Employees.
- 19.1.2 Sick leave means the period of time an employee is absent from work with pay by virtue of being sick, ill or disabled or to attend personal medical appointments.
- 19.1.3 The parties recognize that mental illness and addictions are legitimate health concerns.

19.2 An employee shall not be entitled to use sick leave if compensation is payable elsewhere i.e WCB, SGI etc.

19.2.1 Should the employee be entitled to compensation from outside sources, the employee shall make reasonable effort to receive such compensation and will advise the employer of such payments.

19.3 Annual Paid Sick Leave

- 19.3.1 Full-time employees will be provided fifty-six (56) hours of paid sick leave credits at the beginning of each fiscal year.
- 19.3.2 An additional thirty-five (35) paid hours will be provided if necessary and upon submission of supporting medical documentation. The employee is responsible to pay for the medical documentation.
- 19.3.3 Full time employees on their initial probation can only access a maximum of twenty-eight (28) hours of the allotted fifty-six (56) paid sick leave credits during the probationary period.
- 19.3.4 Sick leave credits will be pro-rated for part-time employees.
- 19.3.5 Sick leave credits do not carry over into a new fiscal year.

19.4 **Notification**

19.4.1 Any employee who will be absent due to sick leave shall notify their Manager electronically, no later than one (1) hour before their assigned start time.

19.4.2 The employee will advise their Manager/ Supervisor of the nature of the leave requested, the anticipated length of absence and any accommodation the employee may require to reduce the period of absence.

19.4.3 In the case of prolonged absence, the employee is expected to keep the Employer regularly apprised of the anticipated date of return and any accommodation that might be necessary in order for the employee to return to work.

19.4.4 Employees who do not have sick leave credits will be considered as being on an unpaid leave of absence.

19.5 **Sick Leave Records**

Employees sick leave balance shall be made available to each employee(s) upon request.

19.6 **Unpaid leave of Absence While Sick**

19.6.1 In cases where permanent employees are sick beyond their available sick leave credits, the Employer shall grant leave of absence without pay until the employee is able to return to work.

19.6.2 Such leave shall be reviewed annually. The employee will be required to apply for extensions annually with the appropriate medical documentation.

19.6.3 In cases where term and temporary employees are sick beyond their available sick leave credits, the Employer shall grant leave of absence without pay until the completion of their employment contract.

19.6.4 Any employee who requires a prolonged leave of absence to deal with a health concern, may request a Record of Employment (ROE) from the Employer in order to access EI entitlements.

19.6.5 Where a permanent employee is unable to return after the twenty-four (24) months leave, the employee's name shall be placed on the re-employment list.

ARTICLE 20 LEAVE OF ABSENCE

20.1 Voluntary Unpaid Leave of Absence

- 20.1.1 Permanent employees are eligible to apply for unpaid leave of absence of up to one (1) year.
- 20.1.2 Term and Temporary employees are not eligible.
- 20.1.3 Requests will be made in writing by employees to the Unit/Program Supervisor.
- 20.1.4 The employee shall give at least sixty (60) calendar days' notice to minimize client service disruption.
- 20.1.5 Emergent applications shall be considered on a case by case basis
- 20.1.6 The Employer shall consider such an application in light of operational requirements and make reasonable effort to approve such requests.
- 20.1.7 Notice of the Employer's decision shall be given in writing within fourteen (14) working days of the request.
- 20.1.8 An employee may make an application for an extension for a maximum of six (6) months, no later than thirty (30) calendar days prior to the expiration of the original leave.
- 20.1.9 Employees will not be granted a leave of absence for the purpose of working for another employer.
- 20.1.10 If an employee does not return immediately, following the leave of absence, they shall be considered to have abandoned their job and will be terminated.
- 20.1.11 Employees shall be responsible for paying the full costs of benefits when on such leave.

20.2 Unpaid Leave of Absence for Public Duty

- 20.2.1 The Employer recognized the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay but without loss of seniority so that the employee may be a candidate in federal, provincial or municipal elections.
- 20.2.2 An employee who is elected to public office shall be granted unpaid leave of absence without loss of seniority for the term of their office.

20.3 **Jury Duty Leave**

20.3.1 The Employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as a juror. The Employer shall pay such an employee her normal earnings while she is serving jury duty.

20.3.2 The employee will turn over to the Employer any payment received for jury duty, excluding payment for travelling or meals or other such expenses incurred, together with proof of service and the amount of pay received.

20.4 Where an employee is required to serve as a witness on behalf of the Organization, the employee shall receive their regular rate of pay provided that any monies received for witness duties will be turned over to the Employer.

20.5 **Bereavement Leave**

20.5.1 Upon written request, an employee shall be granted up to a maximum of five (5) working days' leave to attend bereavement responsibilities, without loss of pay or benefits, in case of death of: spouse, children, parents, fiancé and fiancée, including a common-law partner.

20.5.2 Up to a maximum of three (3) working days to attend bereavement responsibilities, without loss of pay or benefits in the case of death of: siblings, grandparents, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law and sister-in-law.

20.5.3 Up to a maximum of one (1) working day with pay, with respect to the passing of a person or pet with whom the employee has experienced a close personal relationship.

20.5.4 An employee shall be granted an additional five (5) regularly scheduled work days, without pay in the case of the death of a spouse or child.

20.5.5 Where the death or serious illness of an immediate family members (spouse, children, parent) occurs outside the province, such leave shall also include reasonable travelling time of up to an additional two (2) days with pay.

20.5.6 Additional time may be granted, without pay under extenuating circumstances subject to operational requirements.

20.6 **Paid Personal Leave**

20.6.1 Full, part-time permanent, term and temporary employees and after one (1) year of employment and completion of probation, shall be granted fourteen (14) hours of paid personal time per fiscal year to be taken either in full or half days for the following reasons: pressing necessity, personal and family obligations which include: moving, natural disaster,

unforeseen housing issues, religious observation, childcare, care of a sick child, court hearing, parent/teacher meeting, care of the elderly and time to attend to other personal matters.

- 20.6.2 Full, part-time permanent, term and temporary employees shall be granted up to three and half (3.5) hours of paid personal time to attend their citizenship ceremony. The employee will provide the Employer with a copy of the invitation to the ceremony.
- 20.6.3 Except in emergency situations, employees shall submit requests for personal leave to their Manager at least one (1) week in advance. Approval for such days shall be based on operational requirements and shall not be unreasonably denied.
- 20.6.4 Casual employees are not covered under the provisions of this Article.
- 20.6.5 This paid personal leave, if unused, shall not be carried over to a new fiscal year.

ARTICLE 21 MATERNITY/PARENTAL LEAVE

21.1 Right to Maternity/Parental Leave

- 21.1.1 Full/Part-Time permanent employees requesting maternity/parental leave should apply as far in advance as possible stating the date of the leave is anticipated and the length of the leave requested.
- 21.1.2 No Permanent employee shall be laid off or otherwise adversely affected in her employment because of her pregnancy.
- 21.1.3 Requests by Term and Temporary Employees with employment contracts for fixed duration shall be approved in line with the duration and length of their contracts due the availability and conditions of funding.

21.2 Length of Leave

The employee shall be entitled to up to eighteen (18) months unpaid maternity/parental leave. Such leave may commence at any time during the pregnancy or after the birth or adoption of a child.

21.3 Accumulation of Seniority and Benefits

- 21.3.1 There shall be no loss of accumulated employee benefits and seniority to an eligible employee while on parental/maternity leave. Seniority shall accrue during the period of leave.
- 21.3.2 Employees shall be responsible for paying the full costs of benefits premium when on such leave.

21.4 **Notice of Leave**

Employees will give four (4) weeks' notice of when they intend to commence such leave, and also four (4) weeks' notice of when they intend to return to work.

ARTICLE 22 RETURN TO WORK FOLLOWING UNPAID LEAVE OF ABSENCE

22.1 On return from leave of absence by an eligible employee under Article 20 and Article 21 shall be reinstated in their former position.

22.2 If the former position is no longer there, due loss of funding and/or due to lay-off, the provisions as per Article 7 apply.

ARTICLE 23 PAY ADMINISTRATION

23.1 **Wage Grid**

The wage grid covering employees occupying in scope positions shall be set out in Appendix A, forming part of this Agreement.

23.2 **Pay Calculation**

For the purpose of pay calculation, approved vacation, sick leave and any other leave with pay shall be included as total hours worked, subject to the following:

- a) All employees shall be paid for the hours worked according to their placement on the wage grid.
- b) The combination of actual hours worked and paid leave of any type cannot exceed the approved schedules including daily hours or weekly hours except in overtime situations.
- c) Leave without pay shall not be included as hours actually worked.

23.3 **Wage Rates**

All new employees shall be placed at step 1 of their respective band on the wage grid.

23.4 **Pay on Movement to a New Position**

23.4.1 When an employee assumes a position on a higher band, their pay rate shall be adjusted to the closest step above their previous wage rate.

23.4.2 When an employee voluntarily assumes a position with a lower rate of pay, the employee's rate of pay shall be adjusted to Step 1 for the lower band.

23.4.3 Re-Employment in the Same Classification Level

When an employee is appointed from the re-employment list in the same classification as they held prior to placement on the re-employment list, they shall be paid their previous wage rate, depending on the availability of funding.

23.4.4 Temporary Performance of Higher Duties

Temporary performance of higher duties cannot be assumed and can only be approved in writing by the Executive Director.

23.5 **Time Sheets**

All employees shall be required to use the electronic time management system, to track daily, all hours worked, paid leaves, sick leave, vacation, overtime, and leave without pay.

23.6 **Pay Schedule**

Payroll will be processed bi-weekly and wages are deposited into employees' bank accounts.

23.7 **Statement of Earnings**

Every employee shall receive an electronic statement, showing:

- a) The name of the Employer.
- b) The name of the employee.
- c) The period for which payment is made.
- d) The number of hours for which the payment is made.
- e) The hourly rate(s) of pay.
- f) The gross amount of wages for the period for which payment is made.
- g) An itemized statement of any deductions from the wages.
- h) The net amount of payment made

ARTICLE 24 JOB CLASSIFICATION AND RECLASSIFICATION

24.1 Maintaining a Classification Plan

The Employer shall establish and maintain a classification specification plan in which positions of similar kind and responsibilities are included in the same classification. Each classification will specify the qualifications, training, competencies, knowledge, education, skills, abilities, attributes and experience required for each job. All jobs shall be allocated to one of the classifications.

24.2 Classification Shall be Submitted to the Union

The Employer agrees to submit to the Union, job descriptions for all new positions and classifications.

24.3 Manual of Job Descriptions and Band Placement

A manual of job descriptions and band placement, agreed upon by both parties as part of this CBA negotiation, shall be kept in the Employer's office and shall be available for inspection.

24.4 New Classification

24.4.1 The Employer shall give written notice to the Union of the intent to implement a new classification. When a new classification not covered is being created during the term of this agreement, the rate of pay, hours of work, its inclusion or its exclusion, and qualifications shall be subject to negotiations between the parties.

24.4.2 If the Union does not indicate in writing objection, within fifteen (15) calendar days, the Employer will implement the new classification and rate of pay without any further challenge from the Union.

24.4.3 If the parties cannot agree on exclusion or inclusion, the Employer may fill the position as a provisional out-of-scope position and the parties shall jointly refer the matter to the Labour Relations Board for resolution.

ARTICLE 25 EMPLOYEE BENEFITS

25.1 Only those employees with a minimum of twenty (20) hours of work per week and have successfully completed initial probation will qualify for the extended health plan benefit.

25.2 Extended Health Plan

The Employer shall assume fifty percent (50%) of the premium cost of the extended health plan for eligible employees.

The employee shall assume the other fifty percent (50%) of the premium cost of the extended health plan when eligible.

25.3 **Registered Retired Savings Plan (RRSP)**

The Employer will maintain a group RRSP.

Employees shall be required to contribute a minimum of one percent (1%) to the plan to be eligible to participate.

The Employer shall match contributions to a maximum of three percent (3%) to the plan, upon successful completion of initial probation.

25.4 **Long Term Disability Plan**

The Employer will not be required to provide a long-term disability plan to employees. However, should the employees decide to join the SGEU LTD plan, the Employer agrees to facilitate deduction of premiums and provide administrative information at that time.

25.5 **Pro Rata Clause**

All benefits of this Agreement shall, unless otherwise specified, accrue on a pro rata basis to employees who work less than full-time.

25.6 **Criminal Records Check**

Current employees who are required to obtain a criminal record check, with vulnerable sector search, for a new position with the Employer shall have the cost of obtaining such check reimbursed by the Employer. This clause does not apply to employees on initial hire.

ARTICLE 26 TRAVEL AND ALLOWANCES

26.1 Employees who are previously authorized by management to use a private vehicle for business of the employer shall be reimbursed a kilometre allowance equal to the rate set by the Public Service Commission for Saskatchewan.

The Employer will calculate the distance using google maps.

26.2 The meal rates for out of town travel are as follows:

Breakfast	\$10
Lunch	\$15
Supper	\$25
Total:	\$50.00 per diem

Employees will not be reimbursed for meals if they are attending an event that provides the meal and/or lodged in a hotel that provides free meal at any of the scheduled times: breakfast, lunch or supper.

ARTICLE 27 HEALTH AND SAFETY

27.1 The Employer shall make provisions for the health and safety of employees during hours of work.

27.2 The Employer and Union shall establish and maintain an Occupational Health and Safety Committee, as per the requirements of Part III of the Saskatchewan Employment Act.

27.3 **First Aid**

Adequate first aid supplies shall be made available in all work sites.

27.4 **Rehabilitative Support**

Employees whose spouse is undertaking a rehabilitative program for addictions may apply for vacation time or leave of absence without pay to participate with their partner in such rehabilitative program.

27.5 **Duty to Accommodate**

In accordance with the Saskatchewan Human Rights Code, the Employer shall make every reasonable effort to the point of undue hardship to provide suitable alternative employment with no reduction in pay rates, when through injury, illness, or disability, an employee is unable to perform their normal duties.

ARTICLE 28 PRESENT CONDITIONS AND BENEFITS

28.1 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation is inconsistent with the Collective Agreement, only the portion affected shall be interpreted to align with the applicable law.

ARTICLE 29 TERMS OF AGREEMENT

29.1 **Duration**

This Agreement shall be in effect from April 1, 2022 to March 31, 2025, and shall continue from year to year unless either party gives to the other written notice of request to negotiate revision(s) given not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the expiration of this Collective Agreement of the proposed changes.

29.2

Wage Reopener

The parties agree to have open discussions on a regular basis but at least annually, regarding funding availability for wage step increases.

29.3

No Retroactive Application and Effects

The parties agree that there shall not be any retroactive application of the terms, conditions and benefits under this agreement unless otherwise agreed to in writing between the parties.

SIGNING PAGE

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and INTERNATIONAL WOMEN OF SASKATOON (IWS) INC. hereby agree that the attached document shall form the Collective Bargaining Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement on this 20th day of March, 2023.

ORINIGAL SIGNED BY:

Signed on behalf of:
International Women
of Saskatoon (IWS) Inc.

Signed on behalf of:
Saskatchewan Government
and General Employees' Union

Emmanoella Val-Kanu
Manager, Human Resources/Operations

Todd Johnson
Bargaining Committee

Ijeoma Nwamuo
Executive Director

Kathy Mahussier
Labour Relations Officer

APPENDIX A – SALARY GRID

Salary Grid Effective April 1, 2022

Classification	Relevant Job Title(s)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Band 12: Specialized Capacity	Lead Assessor	\$33.50	\$34.17	\$34.85	\$35.55	\$36.26	\$36.99
Band 11: Certified & Completed Probation	Certified Language Assessor	\$30.00	\$30.60	\$31.21	\$31.84	\$32.47	\$33.12
Band 10: In Training & on Probation	Uncertified Assessor in Training	\$28.00	\$28.56	\$29.13	\$29.71	\$30.31	\$30.91
Band 9: Supervisory Level	Triage Counsellor/Trainer Step 2,	\$28.00	\$28.56	\$29.13	\$29.71	\$30.31	\$30.91
Band 8: Team Coordination	NOLA Coordinator, Triage Counsellor Step 1	\$25.00	\$25.50	\$26.01	\$26.53	\$27.06	\$27.60
Band 7: Program Worker Step 2	Settlement Resources Advisor, Data Systems Worker, Capacity Sustainability Worker Bilingual Liaison, Case Worker	\$23.00	\$23.46	\$23.93	\$24.41	\$24.90	\$25.39
Band 6: Program Worker Step 1	Computer Literacy Program Worker, Flex Program Worker, ETP Job Developer, J4W Program Worker Operations/Client Services Worker, Program Worker, LTE/ETP/SDCC Program Worker, NOLA Program Worker, Early Childhood Educator (Level 3) LARC Program Worker, Service Continuity Worker, W2SK Program Worker, Data Entry Worker	\$21.00	\$21.42	\$21.85	\$22.29	\$22.73	\$23.19

Classification	Relevant Job Title(s)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Band 5: Support Capacity	Client Support Worker, Program Support Worker, Early Childhood Educator Level 2 Support Worker (Floating)	\$19.00	\$19.38	\$19.77	\$20.16	\$20.57	\$20.98
Band 4	Early Childhood Educator Level 1, Child/Youth Program Associate II	\$17.50	\$17.85	\$18.21	\$18.57	\$18.94	\$19.32
Band 3	Program Assistant, CNC Aide Client Services Aide,	\$16.00	\$16.32	\$16.65	\$16.98	\$17.32	\$17.67
Band 2	Receptionist	\$15.00	\$15.30	\$15.61	\$15.92	\$16.24	\$16.56
Band 1	General Office Support Staff, Childminders,	\$13.25	\$13.52	\$13.79	\$14.06	\$14.34	\$14.63

- *If and where any band on the negotiated wage grid becomes equal or less than the legislated minimum wage amount in Saskatchewan, the wage shall be adjusted to the minimum wage.*

APPENDIX B – SALARY GRID

Salary Grid Effective April 1, 2023

Classification	Relevant Job Title(s)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Band 11: Specialized Capacity	Lead Assessor	\$34.51	\$35.20	\$35.90	\$36.62	\$37.35	\$38.10
Band 10: Certified & Completed Probation	Certified Language Assessor	\$30.90	\$31.52	\$32.15	\$32.79	\$33.45	\$34.12
Band 9: In Training &/or on Probation	Uncertified Assessor in Training	\$28.84	\$29.42	\$30.01	\$30.61	\$31.22	\$31.84
Band 8: Supervisory Level	Triage Counsellor/Trainer Step 2,	\$28.00	\$28.56	\$29.13	\$29.71	\$30.31	\$30.91
Band 7: Team Coordination	NOLA Coordinator Triage Counsellor Step 1	\$25.75	\$26.27	\$26.79	\$27.33	\$27.87	\$28.43
Band 6: Program Worker Step 2	Settlement Resources Advisor Data Systems Worker Capacity Worker Bilingual Liaison, Case Worker	\$23.69	\$24.16	\$24.65	\$25.14	\$25.64	\$26.16

Classification	Relevant Job Title(s)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Band 5: Program Worker Step 1	Computer Literacy Program Worker, ETP Job Developer, Flex Program Worker, J4W Program Worker Operations/Client Services Worker, Program Worker, LTE/ETP/SDCC Program Worker, NOLA Program Worker, Early Childhood Educator (Level 3) LARC Program Worker Service Continuity Worker W2SK Program Worker Data Entry Worker	\$21.63	\$22.06	\$22.50	\$22.95	\$23.41	\$23.88
Band 4: Support Capacity	Client Support Worker, Program Support Worker, Early Childhood Educator Level 2 Support Worker (Floating)	\$19.57	\$19.96	\$20.36	\$20.77	\$21.18	\$21.61
Band 3	Child/Youth Program Associate II, Early Childhood Educator Level 1	\$18.03	\$18.39	\$18.76	\$19.13	\$19.52	\$19.91
Band 2	Program Assistant, Client Services Aide, CNC Aide	\$16.48	\$16.81	\$17.15	\$17.49	\$17.84	\$18.20
Band 1	Receptionist, General Office Support, Childminders	\$14.42	\$14.71	\$15.00	\$15.30	\$15.61	\$15.92

- *If and where any band on the negotiated wage grid becomes equal or less than the legislated minimum wage amount in Saskatchewan, the wage shall be adjusted to the minimum wage, plus 1%.*