

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CITY OF SASKATOON**

**AND**

**THE SASKATOON CIVIC MIDDLE MANAGEMENT ASSOCIATION**

**COVERING THE PERIOD FROM JANUARY 1, 2017 TO DECEMBER 31, 2018**

## SASKATOON CIVIC MIDDLE MANAGEMENT ASSOCIATION

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This Collective Agreement made this **25<sup>th</sup>** day of **March, 2019**

BETWEEN

THE CITY OF SASKATOON  
(hereinafter called "The City")

OF THE FIRST PART

AND

THE SASKATOON CIVIC MIDDLE MANAGEMENT ASSOCIATION  
(hereinafter called "The SCMMA")

OF THE SECOND PART

The masculine noun and pronouns throughout this Agreement are used for succinctness and refer to both females and males.

## **ARTICLE 1. DEFINITIONS**

Wherever used in this Agreement, the following definitions apply;

Appeal Committee - Is the shortened title for the Salary Administration and Classification Appeal Committee. **[2013]**

Association - Means the Saskatoon Civic Middle Management Association, SCMMA **[2013]**

Classification Committee - Is the shortened title for the Salary Administration and Classification Committee. **[2013]**

Days - Means "City Hall business days". **[2013]**

Employee(s) – Means the employee(s) whose employment is covered by this Agreement. **[2013]**

Employer - The City of Saskatoon.

General Manager - Means the **Head of the Department**. **[2013] [2017]**

Manager - Means the Employee's direct out-of-scope supervisor. **[2013]**

Service - Means the time spent by an Employee performing the duties assigned by the Employer.

## **ARTICLE 2. GENERAL TERMS**

The anniversary date of this Agreement is December 31, **2018**. This Agreement shall come into force and take effect as of January 1, **2017**, and continue in force until December 31, **2018**, and then from year to year thereafter, unless either party gives written notice to re-negotiate this Agreement, such written notice to be given not more than one hundred and twenty (120) nor less than sixty (60) days prior to the anniversary date of this Agreement or any renewal or continuation thereof. **[2017]**

## **ARTICLE 3. BARGAINING AGENT**

### **3.1 Recognition**

The Employer recognizes the Association as the sole bargaining agent for the Employees covered by this Agreement, as stated in Article 4 herein.

### **3.2 Association Business**

The Employer agrees that the Association Executive Board will be allowed reasonable time off with pay to deal with matters of mutual concern. The Association acknowledges that when time off is required to conduct this business, the Association Officers will ensure that their job duties and responsibilities are fulfilled without disrupting normal Departmental operations and/or services.

### **3.3 Education Related Association Business**

Notwithstanding the foregoing; a leave request for education-related Association business will be provided by the Association Officer to their immediate manager with no less than five (5) working days from the date in which the leave is to commence unless mutually agreed upon. Approval for education-related Association business will be subject to operational requirements and will not be unreasonably withheld. Such leave will be with a continuation of pay and benefits the cost of which will be charged to the Association. **[2017]**

## **ARTICLE 4. APPLICATION OF THIS AGREEMENT/SCOPE AND RECOGNITION**

### **4.1 Scope**

The Agreement shall apply to all administrative, professional and supervisory Employees of the City of Saskatoon as listed in Appendix "B" attached to this Agreement.

The City shall provide a list to include all employees as follows:

Employee Name, Job Title, Department, Branch, Pay Grade, and Current Salary annually.

## **4.2 Association Membership**

All Employees, who are now, or hereafter become covered by the Association Bargaining Certificate will as a condition of employment become members of the Association.

## **4.3 Information to New Members**

The Employer will inform each new Employee eligible for membership in the Association about membership in the Association and will provide additional contact and membership information as supplied by the Association.

## **4.4 Deduction of Association Dues**

The Employer shall deduct, as a condition of employment, dues as the Association may direct in writing through its President, for the full preceding month an amount from each such Employee and remit the same on the 15<sup>th</sup> day of the month following the calendar month in which such deduction is made, to the Treasurer of the Association, accompanied with a list of names of all Employees for and on behalf of whom such deductions, and designating the month the deductions are for.

### **4.4.1 Dues Receipts**

Annual Federal Taxation Slips (T4 Slips) when issued, shall reflect the amount of dues paid in the relevant taxation year.

## **4.5 Correspondence**

Decisions regarding grievances and interpretations of this Agreement will be recorded and exchanged, in a timely manner, between the Manager of Labour Relations or designate, and the Association Executive Board.

## **4.6 Notification of Change of Status**

The Employer will provide the name, department, posting, and classification number for new and promoted Employees and termination of SCMMA Employees including retirements and resignations to the Association.

## **4.7 List of Positions**

A list of current SCMMA positions is available upon request to the Employer.

# **ARTICLE 5. SALARIES**

The rates of pay for the pay grades for the duration of this Agreement shall be set out in the current Saskatoon Civic Middle Management Association pay schedule which is attached hereto and forms **Schedule B** to this Agreement. **[2017]**

## **ARTICLE 6. STRIKES AND LOCKOUTS**

### **6.1 Strike**

The Association shall not declare or authorize a strike, work stoppage, or similar industrial action by its members while this Agreement is in force, provided there is no lockout or similar industrial action by the Employer.

### **6.2 Lockout**

The Employer shall not declare or cause a lockout of Employees, covered under this Agreement, or similar industrial action while this Agreement is in force, so long as there is no strike or work stoppage, or similar industrial action by the Association.

## **ARTICLE 7. OVERTIME, APPLICATION OF FLEXTIME, TEMPORARY ASSIGNMENTS AND STANDBY**

### **7.1 Overtime Pay**

An Employee whose pay range is less than the maximum rate payable to comparable categories covered by the appropriate union agreement is eligible for overtime pay. Such pay to be calculated in accordance with the applicable union agreement. All such pay requires authorization by the General Manager.

### **7.2 Application of Flextime**

Unless warranted by extraordinary circumstances, no overtime is payable as a general and basic principle, except for Employees covered by Subsection 8.1. An irregular pattern of hours and some additional work time may be necessary to fulfill the regular responsibilities of a position. However, where Employees are required to work hours beyond this expectation, such Employees shall be entitled to equal time off at the discretion of their Director. If an Employee feels that their Director has not resolved the matter, then he may report the matter to his General Manager.  
**[2013]**

### **7.3 Temporary Assignments**

If an employee performs substantially the duties of a higher-level position for prolonged periods of time and/or is assigned to a temporary special project, such circumstances may warrant premium pay.

### **7.4 Standby**

When an employee is required for standby duty – Branch policy shall apply.

## **ARTICLE 8. SALARY INCREMENTS**

### **8.1 Annual Salary Increment – Conditions**

Regular salary increments are provided to recognize growth in proficiency derived from time-related experience and a satisfactory level of performance over a given time span. An Employee who is eligible to receive an annual salary increment will receive that increment, up to the maximum of that position's range, unless he performs in an unsatisfactory manner. **[2013]**

**8.1.1** If an Employee's performance is considered unsatisfactory, the annual salary increment may be withheld. The Employee will be given reasons in writing as soon as possible after the decision to withhold the employee's annual salary increment is made. **[2013]**

**8.1.2** The Association will be advised when an annual salary increment is being withheld. Withholding an annual salary increment will be grievable subject to the provisions of the grievance procedure (see Article 18 Grievances). **[2013]**

**8.1.3** Upon completion of the annual performance appraisal, an Employee whose performance is satisfactory shall be accorded an annual salary increase of five percent (5%) of current salary effective the anniversary date, provided he has not reached the maximum for the salary range. **[2013]**

**8.1.4** Upon completion of the annual performance appraisal, an Employee whose performance is exceptional may receive an annual salary increase greater than five percent (5%) of current salary with the approval of the General Manager Corporate Services and the City Manager. Such decisions are not considered to be grievable. **[2013]**

**8.2** During the delivery of the performance appraisal report by a Manager to the Employee, the Employee may attach a statement to the annual performance appraisal report and this will be placed on the Employee's personnel file. **[2013]**

## **ARTICLE 9. SALARY ADMINISTRATION AND CLASSIFICATION**

### **9.1 Job Evaluation System – Compensable Factors**

Job Evaluation is the process of determining the relative value and internal ranking of jobs in the organization. This system reflects the compensable factors by which the City of Saskatoon evaluates its Management, Professional, and Administration positions. The City's Job Evaluation System consists of seventeen (17) compensable factors.

They are:

- Education and Experience
- Communication Skills
- Change Management

- Problem Solving
- Responsibility for Supervision of Employees
- Impact of Decisions on Municipal Programs or Services
- Responsibility for the Well-Being of Others
- Latitude and Empowerment
- Information Analysis
- Financial Responsibility
- Confidentiality
- Planning
- Project Management
- Internal Contacts
- External Contacts
- Effort
- Physical Work Environment

## **9.2 Classification Process**

**The Classification Committee will consist of one (1) representative from Human Resources and four (4) city management appointees. [2017]**

### **9.2.1 When a new position is created:**

- i) **The job description for the new position is developed and signed off by the General Manager and Human Resources. The Manager will complete a Position Evaluation Questionnaire (PEQ). [2017]**
- ii) **The Manager and/or General Manager may appear before the Classification Committee to provide additional information that they believe may be pertinent. [2017]**
- iii) **The Classification Committee's decision will be communicated to the Manager/General Manager and the President of SCMMA by Human Resources no later than ten (10) days after the Classification Committee's meeting. Communication to the President of SCMMA will include the summary factor profile of the evaluated position, along with the applicable salary classification accorded. [2017]**
- iv) **In the event the union is not satisfied with the salary classification they have fifteen (15) days to initiate a classification appeal with the Classification Appeal Committee. [2017]**
- v) **Salary classifications will deemed to be established if the appeal is not received within the time limits. [2017]**
- vi) **The incumbent in the new position may complete a Position Evaluation Questionnaire (PEQ) after twelve (12) months in the**



**new position. An evaluation of the position will occur as per 9.3 below. [2017]**

**9.2.2 When there is significant change in existing positions:**

- i) In the event there is a significant change to an existing position the Manager may request a re-evaluation of the position. The job description is updated and signed off by the Manager and General Manager. [2017]**
- ii) Documentation is forwarded to Human Resources for the preparation of an evaluation file to be provided to the Classification Committee at its next scheduled meeting. (e.g.: updated job descriptions, organizational charts). [2017]**
- iii) The Classification Committee's decision will be communicated to the Employee and Manager/General Manager and the President of SCMMA by Human Resources no later than ten (10) days after the Classification Committee's meeting. Communication will include the summary factor profile of the evaluated position, along with the applicable salary classification accorded. [2017]**
- iv) In the event the employee is not satisfied with the salary classification they have fifteen (15) days to initiate a classification appeal with the Classification Appeal Committee. [2017]**
- v) Salary classifications will deemed to be established if the appeal is not received within the time limits. [2017]**
- vi) Time limits may be extended by mutual agreement. [2017]**

**9.3 Employee Reclassification Request**

**If an Employee or the Union considers there has been a material change to a position, the employee through the Union, may submit a reclassification request to the Classification Appeal Committee pursuant to Article 9.4. [2017]**

**9.4 Classification Appeal Committee**

**The Classification Appeal Committee is accountable for reviewing employee initiated or SCMMA initiated classification appeals. The mandate of the Classification Appeal Committee is to deliberate regarding all classification appeals. [2017]**

**The Appeal Committee will consist of six (6) members:**

- (i) one (1) representative from Human Resources; [2017]**

- (ii) four (4) City Management appointees; [2017]
- (iii) one (1) member from the Association. The Association Member will also be a full participant with non-voting status. [2017]

The Classification Appeal Committee will meet on an as required basis. The Employee or SCMMA on behalf of the employee shall present to the Classification Appeal Committee the facts and rationale for the classification appeal and the classification being sought by the appeal. [2017]

The Employee will complete the Position Evaluation Questionnaire (PEQ) recording specifically the factor(s) and applicable response level(s) that is/are most appropriate. Employees are encouraged to provide additional written explanation to support their response level(s). [2017]

The Classification Appeal Committee will review all pertinent documentation on the position and then make its decision. [2017]

The decision of the Classification Appeal Committee is final. [2017]

#### **9.5 Effective Date of Re-evaluation**

Upwards re-evaluations initiated by management shall be effective retroactively to the start date of the next pay period following the receipt of the updated and signed off Job Description and Position Evaluation Questionnaire by Human Resources. [2017]

Upwards re-evaluations as a result of an employee reclassification request shall be effective retroactively to the date the reclassification request was received by Classification Appeals Committee. [2017]

### **ARTICLE 10. USE OF PREMISES/SERVICES**

Subject to availability, the Employer will allow the Association to use the internal mail system of the Employer, Employer printing services (at Employer rates), audio visual equipment, and the electronic mail system.

Subject to availability and normal Employer regulations concerning the use of space, the Employer agrees to provide the Association with suitable meeting rooms, upon request. The Employer may charge a fee for this service.

### **ARTICLE 11. DISCRIMINATION**

The parties agree that there shall be no discrimination practiced by reason of age, ancestry, race, creed, colour, national origin, political or religious affiliation or belief, sex, sexual orientation, marital status, physical disability or membership or activity in the Saskatoon Civic Middle Management Association.

The Employer and the Association do not condone any workplace harassment. The Employer has developed The Respectful Workplace and Workplace Harassment Policies covering all Employees of the Employer. Requests for information or concerns about respectful workplace issues or any harassment can be directed to Human Resources or a member of the Association Executive Board.

## **ARTICLE 12. APPOINTMENTS/VACANCIES**

**12.1** Vacancies for permanent positions shall be posted for a period of ten (10) days unless posting is waived by agreement between the parties. A copy of postings shall be sent to the Secretary of the Association. **[2013]**

**12.2** Commensurate with the desire of the Employer to enhance the opportunity for career advancement, SCMMA members shall receive first consideration in competitions for vacant or new SCMMA positions, subject to: possessing required qualifications, performance record, suitability and merit. "First consideration" shall mean a thorough evaluation of applicant SCMMA members prior to the evaluation of external candidates. A SCMMA member who is unsuccessful in the competition for such posted vacancies shall be promptly notified of the reasons for his/her non-selection. **[2013]**

**12.3** New Positions - Notification

On the creation of a new or temporary SCMMA position, the Employer shall notify the Association. The Association may make representation with respect to their views on the jurisdiction of the position within five (5) days of notification or at some other agreed time.

## **ARTICLE 13. PROBATIONARY PERIOD**

All appointments to SCMMA positions shall be subject to:

- (a) A twelve (12) month probationary period for new Employees of the Employer.
- (b) A six (6) month probationary period for Employees within the civic service who are appointed to new positions.

During the probation period, the Employee's suitability shall be determined by the Employer.

## **ARTICLE 14. PERFORMANCE OF DUTIES**

### **14.1 Liability for Performance of Duty**

The Employer agrees to indemnify Employees with respect to any claim made against such Employees resulting from or relating to the performance of such Employee's duties except where it is established that such action arose out of a wilful or wanton dereliction of duty by the Employee. In the event that such proceedings result in any judgment or monetary award against an Employee, the Employer will indemnify such Employee in respect of such judgment or monetary award and such indemnification shall include the assumption of costs of any legal proceedings incurred by the Employee in respect of civil or criminal charges against such Employee, resulting from the performance of such Employee's duties.

### **14.2 Outside Employment**

Full-time SCMMA staff members may undertake outside employment, providing such employment does not interfere with the proper performance of the Employee's day-to-day Employer-related duties. Such employment shall not be in violation of the Employer's Conflict of Interest Policy.

### **14.3 Discipline**

The Employer reserves the right to discipline any Employee. Where it is feasible or possible, before any disciplinary action is taken, the SCMMA President, Vice President or Labour Relations Director shall be notified. The Employee should be advised that they may request the presence of an Association Executive Board member at the meeting where disciplinary action is to be taken. The Association will be provided with a copy of the disciplinary documentation.

**After two (2) years of active employment following a reprimand, and on condition that no further disciplinary action has been taken, the Employee may apply to the Employer to have the reprimand removed. The removal of the reprimand will be subject to the approval of the Head of Human Resources. [2017]**

## **ARTICLE 15. ACCESS TO PERSONNEL FILES**

Association members shall have the right to examine their official personnel file maintained within Human Resources, at any time during regular office hours. Examination of the file shall be kept in confidence. The member may also be accompanied, if desired, by an Association member of his own choosing.

## **ARTICLE 16. TERMINATION OF EMPLOYMENT**

### **16.1 Resignation**

An Employee holding a permanent SCMMA position who intends to resign shall send a formal letter of resignation to his manager with a copy to his General Manager at least four (4) weeks before the proposed date of resignation. A copy of the letter must also be sent to Human Resources. The four (4) weeks' notice period may be waived at the discretion of the General Manager and/or Human Resources. These notice periods are expected to be in addition to any unused vacation entitlement.

### **16.2 Dismissal and Disciplinary Action**

The Employer reserves the right to dismiss any Employee for just cause. Where it is feasible or possible, the Association President, Vice President or Labour Relations Director will be notified, in advance of any dismissal action being taken. The Employee will be informed, in writing, of the reasons for and the effective date of the dismissal. A copy of the letter will be forwarded to the Association President. The Association will have fifteen (15) days to investigate the dismissal and possibly file a grievance. Failure to raise a grievance within the time limit will result in no further grievance action being taken. The time limit may be extended by mutual agreement.

In cases of dismissal or discipline, with cause, pursuant to Article **14.3** of this Agreement, if a grievance proceeds to arbitration for a decision, an arbitrator shall have the authority to dispose of the grievance in a fair and equitable manner by substitution of a lesser penalty or reinstatement of the Employee, or in upholding the decision of the Employer. **[2017]**

For a termination without cause, the parties understand and agree that an arbitrator may only determine an amount of fair and equitable compensation applicable.

**Notwithstanding the above, jobs classified at Grade I, II, III or IV (excluding the Engineering Intern) shall not be terminated without cause. [2017]**

### **16.3 Retirement**

Normal retirement date shall be deemed to be the first (1<sup>st</sup>) of the month coinciding with or next following the Employee's 65<sup>th</sup> birthday. Subject to the provisions of the superannuation plan an Employee may retire before the normal retirement date, or if the Employee wishes, duties and responsibilities may be reduced on terms mutually agreeable to the Employee, the Manager and/or General Manager, and Human Resources.

## 16.4 Final Payment

Upon termination of employment, the final salary cheque will not be issued until all material and financial obligations to the Employer have been satisfied.

## ARTICLE 17. GRIEVANCE PROCEDURE

A grievance is an appeal in writing with respect to the interpretation or application of this Agreement. An Employee may be dismissed by the Employer, either by providing sufficient notice or for just cause and such dismissal shall be confirmed in writing.

**The Association, on behalf of an** Employee may grieve within fifteen (15) days of the alleged event. If a grievance is not filed within fifteen (15) days of the alleged event, it shall not be grievable. The time limit may be extended by mutual agreement. The following procedures shall apply: **[2017]**

**17.1** The grievance shall be first filed with the General Manager who shall, within fifteen (15) days, conduct a hearing and provide a written response.

**17.2** If the Association, wishes to appeal the decision of the General Manager, the matter may be referred for a hearing, in order, to: **[2017]**

- 1) City Manager;
- 2) Arbitration.

In the above case, the City Manager shall have fifteen (15) days from receipt of the grievance to provide a written response.

**17.3** The Association agrees to advise the City within fifteen (15) days of receipt of the decision should the Association decide to proceed to arbitration. If the grievance is not so referred, it shall be considered withdrawn.

**17.4** Failure by the City to respond in any of the above steps within the time limits will automatically move the grievance to the next step in the grievance procedure.

## ARTICLE 18. ARBITRATION PROCEDURE

**18.1** If a grievance proceeds to arbitration, an arbitrator mutually agreed to, shall be selected by both parties. If an arbitrator cannot be agreed to, the **responsible Minister** shall be asked to make an appointment. **[2017]**

**18.2** Each party shall equally share the fees and expenses of the arbitrator and shall be responsible for its own costs.

**18.3** The arbitrator shall not have any authority to alter any of the terms of this Agreement.

**18.4** The arbitrator's decision shall be binding.

## ARTICLE 19. STATUTORY HOLIDAYS

Twelve (12) public holidays are provided annually as follows:

- New Year's Day,
- Family Day,
- Good Friday,
- Easter Monday,
- Victoria Day,
- Canada Day,
- Saskatchewan Day (first Monday in August),
- Labour Day,
- Thanksgiving Day,
- Remembrance Day,
- Christmas Day,
- Boxing Day
- and any day or part of a day proclaimed a civic holiday.

## ARTICLE 20. VACATION ENTITLEMENT

### 20.1 Annual Vacations

Annual vacations are based and calculated on a vacation year of April 1 to March 31. The vacation **allotment** is as per attached Appendix C.

**Assuming an employee is working a 5/5/4 work schedule, vacation hours accrue based on a 7.33 hour work day, and are deducted from the vacation allotment at 7.85 hours per work day. [2017]**

**20.2** Effective April 1, 2015, employees that currently have thirty (30) or more accumulated years of service shall be entitled to one (1) additional vacation day for each subsequent year completed to a maximum of five (5) additional vacation days. (E.g. An employee with 30 years accumulated service would get one (1) additional vacation day and an employee with 36 years accumulated service would get one (1) additional vacation day). **[2013]**

After April 1, 2015 employees that subsequently reach thirty (30) years' of accumulated service, shall be entitled to one (1) additional vacation day for each subsequent year completed to a maximum of five (5) additional vacation days. **[2013]**

### 20.3 Earned Days Off (EDO)

A maximum of five (5) EDO's may be banked.

## ARTICLE 21. LEAVES

### 21.1 Sickness and Disability

After three (3) months' continuous employment, Employees shall be eligible, as a condition of employment, to participate in an Employer-sponsored disability plan consisting of the following:

#### 21.1.1 Sick Leave Plan

For up to **six (6)** months or lesser period of continuous illness, the Employee shall receive one hundred percent (100%) of regular salary. This portion shall be self-insured by the Employer. **[2017]**

#### 21.1.2 Long-Term Disability Plan

If same illness continues longer than **six (6) months**, or is recurring in nature, the Employee shall receive sixty-six and two-thirds percent (66 2/3%) of regular earnings, non-taxable, to a maximum amount per month in accordance with the terms and conditions of the long-term disability policy up to his normal retirement age. The premium costs of this plan shall be borne entirely by the Employee. **[2017]**

### 21.2 Compassionate Leave

Compassionate Leave shall be granted by the Employee's Manager based on consideration of the individual circumstances of the case.

### 21.3 Maternity, Adoption and Parental Leave

**21.3.1** An employee who has completed **thirteen (13)** week's employment within the last 52 weeks with the Employer and who provides the Employer with a medical certificate from a qualified medical practitioner certifying that she is pregnant and specifying the estimated date of birth or, who is a parent of a newborn or newly adopted child, shall be entitled upon written application to maternity leave or adoption leave, and parental leave. **[2017]**

**21.3.2.1** The employee is entitled to eighteen (18) weeks of maternity leave. The leave can start at any time during the twelve (12) weeks before the estimated date of birth. The employee shall give four (4) weeks of written notice prior to the commencement of the leave.

**21.3.2.2** An employee who is the primary caregiver is entitled to eighteen (18) weeks of adoption leave. The employee shall give four weeks written notice before the day the child comes into his or her care. If the employee is unable to give proper notice, whatever notice is provided by Social Services, the adoption agency, or the birth parents shall be given to the Employer. The employee shall provide a minimum of



four weeks' written notice of his or her intended date of return to work.

- 21.3.2.3** If the employee is eligible for maternity or adoption leave, the employee is entitled to thirty-four (34) weeks of parental leave. If the employee is not eligible for maternity or adoption leave, the employee is entitled to thirty-seven (37) weeks of parental leave. The employee shall provide at least four weeks' notice of commencement of the leave. The employee shall provide at least four weeks' written notice of his or her intended date of return to work. In the case of adoption, if the employee is unable to give proper notice, whatever notice is provided by Social Services, the adoption agency, or the birth parents shall be given to the Employer.
- 21.3.2.4** If the employee does not give four (4) weeks' notice before starting a parental leave, the Employer shall provide a parental leave to commence within three (3) weeks after the date of birth or the day the adopted child came into the employee's care.
- 21.3.2.5** Parental leave must be taken between the period of twelve (12) weeks before and fifty-two (52) weeks after the estimated date of birth or estimated date on which an adopted child will come into the care of the employee.
- 21.3.3** The parties hereto acknowledge that individual circumstances may justify a variance of the time limits set out above.
- 21.3.4** When a member with at least six (6) months' service is on maternity leave in the course of her employment and is eligible for Employment Insurance benefits pursuant to the *Employment Insurance Act (Canada)*:
  - 21.3.4.1** The Employer shall pay 95% of the member's regular salary for the first two (2) week period.
  - 21.3.4.2** The Employer shall pay the difference between the Employment Insurance benefits and 95% of the member's regular rate of pay for 13 weeks.
- 21.3.5** An employee on maternity leave will not have her salary increment dates affected by the fifteen (15) week health related portion of the maternity leave.

## **21.4 Jury Duty**

When an Employee is summoned for jury duty there will be no loss of salary while so serving. If an Employee is summoned to appear in court then there will be no loss in salary provided it is on behalf of the Employer that the Employee is making the appearance. Remuneration paid to the Employee by the court must be remitted to the Employer.

## **21.5 Self-Funded Leave Plan**

Employees shall be entitled to take part in a self-funded leave of absence plan subject to the continuation of the Plan by the Canada Revenue Agency. The parties acknowledge that the terms of the plan are as generally described in Appendix A attached to this Agreement.

## **ARTICLE 22. EMPLOYEE BENEFITS**

### **22.1 Superannuation**

A Superannuation Plan shall be provided as detailed in Bylaw No. **9224. [2013]**  
**[2017]**

With respect to pension negotiations, the Association is entitled to have one (1) representative on the Pension Benefits Committee.

### **22.2 Group Life Insurance**

- (a) The Employer agrees to maintain a policy of group life and accidental death insurance for the protection of permanent Employees within the scope of this Agreement. All permanent Employees shall after three (3) months' continuous employment, as a condition of their employment, make application for group life insurance and maintain their membership in the group life insurance plan during their entire service with the City.
- (b) The parties acknowledge that the general terms of the aforementioned plan are as follows:
  - (1) **The maximum insurance available is in accordance with the terms of the Group Life Policy; [2017]**
  - (2) There is mandatory coverage of two times (2X) salary annual salary which is cost shared equally by the Employee and the Employer;
  - (3) The Employee may, at the option of the Employee, increase the coverage to three times (3X) annual salary with the premium for such coverage to be cost shared equally between the Employee and the Employer. The Employee, may at the option of the Employee, increase the coverage to four times (4X) annual salary with the premium costs of anything over three times (3X) annual salary to be covered solely by the Employee.
- (c) At retirement, a fifty thousand dollar (\$50,000) life insurance policy shall be available to retirees, fully paid for by the retiree at group rates from retirement to age 65 years. At age 65, the retiree may convert said policy within thirty (30) days.

### **22.3 Dental Plan**

After three (3) months' continuous employment, and subject to the provisions of this Plan, permanent Employees shall be covered under the City Dental Insurance Plan. Premiums shall be paid for by the Employer. General coverage under the Plan and the maximum per insured individual are as follows effective April 1, 2014: **[2013]**

Basic Work - 80 percent (80%) to an annual maximum of \$2,000.00. **[2013]**

Major Work - 60 percent (60%) to an annual maximum of \$2,000.00. **[2013]**

Orthodontic Work - 50 percent (50%) to a lifetime maximum of \$2,000.00. **[2013]**

Coverage for orthodontic work shall extend only to dependent children as defined in the insurance policy and shall not extend to Employees. Coverage for basic work and major work shall include Employees and their eligible dependents as defined under *The Insurance Act*.

### **22.4 Extended Health Care Benefit**

There shall be an extended health care plan, for which the annual Employer's cost of such plan will not exceed one percent (1%) of payroll.

### **22.5 Car Allowance**

When an Employee is required to use his vehicle for City business, City Policy #A03-021, Local Travel-Employees shall apply.

### **22.6 Boot Allowance [2017]**

Effective January 1, 2015, where approved in advance by the Director employees will receive up to two hundred dollars (\$200) reimbursement once every two (2) calendar years for CSA Approved safety footwear. **[2013]**

### **22.7 Employee Development [2017]**

The Employer supports Employee development for the purpose of increasing Employee effectiveness, productivity and enhancing the opportunity for career advancement. Encouragement and assistance is provided through various ways, including:

- (a) Financial reimbursement for approved courses;
- (b) Participation in select seminars at recognized institutions and "in-service" training programs;
- (c) Educational leave considered on an individual basis.

## Wages


Effective December 1, 2017 employees will receive a \$0.2333 cent per hour wage increase. (equivalent to a 0.5% increase for the overall bargaining unit)

Effective July 1, 2018 employees will receive a \$0.7033 cent per hour wage increase. (equivalent to a 1.5% increase for the overall bargaining unit)

Dated this 31 day of July 2019, in the City of Saskatoon in the Province of Saskatchewan.

### THE SASKATOON CIVIC MIDDLE MANAGEMENT ASSOCIATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Executive

### THE CITY OF SASKATOON

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CITY CLERK

## **APPENDIX A**

### **DEFERRED SALARY LEAVE PLAN**

#### **CITY OF SASKATOON DEFERRED SALARY LEAVE PLAN**

The following is intended to provide a summary of the key features of the City of Saskatoon Deferred Salary Leave Plan (D.S.L.P.). The information has been taken from the official plan document which has been approved by the Board of Administration and an advance tax ruling obtained from the Canada Revenue Agency.

**1. What is the purpose of the plan?**

To enable eligible Employees to defer a portion of their gross salary in order to pre-fund a mutually agreed upon period of leave from the City.

**2. Who is eligible to join the plan?**

The D.S.L.P. is available to all permanent exempt and senior administration Employees.

**3. What are the enrollment procedures?**

An Employee is required to complete an application form specifying the enrollment date, leave period commencement date, return date, and semi-monthly pay period deduction for each plan year. Following review and approval at the Department Head or Division level, payroll deductions are started.

**4. How much salary can be deferred?**

An Employee can defer anywhere from 10% to 30% of their annual gross salary in a given calendar year. The election to defer must be made prior to the beginning of each calendar year.

**5. Are there any stipulations on the leave of absence period?**

Yes, the tax regulations covering these plans, specify a minimum leave period of six months and the maximum leave period of twelve months. A further requirement is that the total deferral period and leave period combined cannot exceed six years from the Employee's commencement date under the plan.

**Can the amount of salary deferral or the date for the leave of absence be changed?**

Only one deferred salary election may be made for each tax year. The election must be completed prior to the beginning of the tax year to which it applies and cannot be changed or discontinued unless you terminate employment. The date of the leave period may be changed with the consent of the General Manager

provided that the "six year rule" (i.e. combined deferral and leave period) is not exceeded.

**7. What is the tax status of deferred salary amounts?**

The amount of salary which has been deferred will not be included in the Employee's income in the year in which it is earned but will be included for the period of the leave during which time all deferred amounts must be paid to the Employee.

**8. Will interest be paid during the deferral period on amounts deferred?**

After careful consideration of the tax and other implications of paying interest, it was determined that no interest would be paid. However, it was agreed that the Employer's share of all contributions towards maintaining group life, dental and pension coverage at pre-leave levels would be paid during the period of leave of absence. The Employee's share of such contributions would be deducted in the normal fashion from deferred salary paid during the leave period. This arrangement is covered by the tax regulations and does not constitute a tax benefit whereas any interest paid is taxable in the year it is earned.

**9. What happens if an Employee cannot complete the deferral and leave period?**

If an Employee terminates employment prior to the completion of the D.S.L.P., the entire amount of his or her deferred salary must be refunded in the tax year termination occurs. An Employee may also discontinue participation in the plan due to financial hardship or other exceptional circumstances in which case all amounts previously deferred must be refunded immediately. Under either circumstance, refunds are fully taxable in the year paid.

**10. What happens in the event of death or prolonged disability?**

If death occurs during the deferral period, a lump sum refund of amounts previously deferred is paid to the Employee's estate or named beneficiary. Depending upon the severity and likelihood of recovery, a prolonged period of disability during the deferral period will result in either a suspension of deductions or a payout of amounts previously deferred.

**11. Are there any restrictions during the leave period?**

An Employee may use the approved leave period for any purpose with the exception of any involvement with the City for remuneration. Following completion of the leave the Employee must resume employment with the City for a minimum period of time equal to the leave in order to retain favourable tax status of deferred salary amounts.

**12. What about Employee benefits during the deferral and leave period?**

The intent is to maintain all Employee benefits pre-salary deferral levels during the deferral and leave period. The notable exceptions are Canada Pension Plan and Unemployment Insurance which stipulate that contributions and benefits must be based on the actual earnings received by the Employee. Vacation accruals and service credits will be suspended during the leave period only and no coverage for Workers' Compensation would be available from the City. As previously stated, the City will continue to pay its share of benefit costs during the leave period.

## Schedule A – Job Classification

Classification	Grade
Access Transit Manager	9
Access Transit Supervisor	6
Accounting and Data Support Manager	7
Accounting and Support Services Manager	8
Accounting Coordinator I	7
Accounting Coordinator II	8
Active Transportation Program Manager	8
Administrative Coordinator	3
Architect	8
Assessment Manager	8
Asset Preservation Manager	9
Body Shop Supervisor	7
Bridges and Structures Manager	8
Building Code Engineer	8
Building Inspection Engineer	8
Building Standards Manager	9
Business License and Bylaw Compliance Manager	9
Business Manager	8
Business Relationship Coordinator	8
Capital and Operating Projects Manager	10
Chemist	6
Communication Consultant	6
Communication Consultant I	4
Communication Consultant II	7
Communication Systems Engineer	8
Community Engagement Consultant II	7
Community Initiatives Manager	8
Community Visioning Project	7

Classification	Grade
Corporate Asset Management Coordinator	9
Corporate Records Manager	7
Corporate Service Delivery Coordinator	8
Customer Service and Dispatch Supervisor	5
Customer Service Manager	8
Customer Services Manager	8
Customer Support Coordinator	6
Design Engineer	8
Development Review Manager	10
Education and Environmental Performance Manager	8
Electrical, Instrumentation & Controls Engineering Specialist	10
Energy and Sustainability Engineering Manager	9
Engineer I	7
Engineer II	7
Engineering and Technical Support Manager	10
Engineering Intern	3
Environment and Infrastructure Compliance Manager	8
Environmental Accounting Manager	8
Environmental Labs Coordinator	7
Environmental Operations Manager	9
Environmental Operations Superintendent	8
Facilities Superintendent	8
Facility Planner	8
Facility Supervisor	8
Finance and Sales Manager	9
Finance Intern	2
Future Growth Manager	10
Geotechnical Engineering Specialist	10



<b>Classification</b>	<b>Grade</b>
Hydro-Technical Engineering Specialist	10
Indoor Air Quality Manager	8
Information Management Coordinator	8
Information Technology Coordinator	8
Infrastructure Analyst	6
Infrastructure Engineer	8
Infrastructure Engineer (Storm Water)	8
Inventory and Disposal Services Manager	7
Investment Manager	9
Land Development Manager	10
Land Development Project Manager	9
Landscape Development Coordinator	8
Liaison Officer	8
Licensing and Permitting Manager	9
Lighting and Drafting Superintendent	8
Logistics and Procurement Manager	9
Long Range Planning Manager	10
Maintenance Engineer	9
Maintenance Manager	9
Maintenance Support Manager	8
Marketing Consultant	7
Marketing Consultant II	7
Mechanical Engineer	7
Mechanical Shop Supervisor	8
Meter Services Manager	8
Meter Shop Superintendent	8
Metering and Sustainable Electricity Manager	10
Neighbourhood Planning Manager	10
Neighbourhood Services Manager	7
Operations Engineer	8

<b>Classification</b>	<b>Grade</b>
Operations Superintendent	8
Operations Superintendent (Coordination)	8
Operations Superintendent (Safety)	8
P3 Contract Manager	8
Parking Enforcement Coordinator	5
Parking Policy & Permitting Manager	8
Parking Services Manager	9
Parks Superintendent	8
Pavement Engineer	8
Performance Manager	10
Planning and Design Engineer	9
Planning Engineer	8
Planning Supervisor	7
Police Fleet Supervisor	6
Policy Manager	8
POSSE Workflow Coordinator	7
Printing and Mail Manager	7
Project Controls Specialist	8
Project Engineer	8
Project Engineer (Customer Service)	8
Project Manager	8
Project Manager (Information Technology)	8
Project Services Manager	9
Property Development and Project Manager	9
Purchasing Services Manager	7
Quality Assurance Coordinator	6
Quality Superintendent	7
Real Estate Manager	10
Recreation Services Manager	8
Revenue Collection and Licensing Manager	8

<b>Classification</b>	<b>Grade</b>
Revenue Systems Manager	8
Right-of-Way Management Engineer	9
Roadways Manager	10
Secretary I	1
Secretary II	2
Senior Building Code Engineer	9
Senior Operations Engineer	9
Senior Planner II	8
Senior Planner III	9
Senior Planning Engineer	8
Senior Project Management Engineer	9
Senior Project Management Engineer (Private Development)	9
Senior Transportation Engineer	9
Service Supervisor	6
Service Supervisor (Maintenance)	6
Social Development Manager	8
Special Projects	7
Special Projects - Customer Advocate and Liaison	8
Special Projects - Plant Project Coordinator	7
Special Projects Manager	8
Special Projects Manager (Fire Facilities)	8
Special Projects Manager (Waste Diversion)	8
Specifications Engineer	7
Supervisor	8
Support Services Manager	9

<b>Classification</b>	<b>Grade</b>
Sustainable Electricity Engineer	8
System Operation and Asset Manager	8
System Operations Superintendent	7
Systems and Training Coordinator	6
Systems Coordinator	7
Taxi and Rideshare Manager	7
Taxi Bylaw Manager	7
Technical Support Coordinator	7
Traffic Program Coordinator	5
Traffic Systems Program Manager	8
Training Coordinator	6
Transit Planner	8
Transit Technology Coordinator	7
Transportation Engineer	8
Utility Rate Analyst	8
Utility Revenue Services Manager	9
Utility Systems Manager	8
Vehicle and Equipment Manager	10
Vehicle and Equipment Supervisor	8
Water and Sewer Engineering Manager	10
Water and Sewer Manager	10
Water Labs Coordinator	7
Water Operations Manager	9
Watershed Protection Manager	9
Zoo Operations Manager	9

**Schedule B – Salary Grid**  
**Effective January 1 – November 30, 2017**  
**\$0.00**

<b>Grade</b>	<b>Step</b>	<b>Annual</b>	<b>Monthly</b>	<b>Pay Period</b>	<b>Hourly</b>
1	Minimum	\$37,282.08	\$3,106.84	\$1,553.42	\$19.5497
1	Maximum	\$43,772.16	\$3,647.68	\$1,823.84	\$22.9529
2	Minimum	\$41,940.72	\$3,495.06	\$1,747.53	\$21.9926
2	Maximum	\$49,261.68	\$4,105.14	\$2,052.57	\$25.8315
3	Minimum	\$46,598.88	\$3,883.24	\$1,941.62	\$24.4352
3	Maximum	\$54,758.88	\$4,563.24	\$2,281.62	\$28.7141
4	Minimum	\$52,258.32	\$4,354.86	\$2,177.43	\$27.4028
4	Maximum	\$61,412.40	\$5,117.70	\$2,558.85	\$32.2030
5	Minimum	\$60,083.76	\$5,006.98	\$2,503.49	\$31.5063
5	Maximum	\$70,666.08	\$5,888.84	\$2,944.42	\$37.0554
6	Minimum	\$64,579.44	\$5,381.62	\$2,690.81	\$33.8637
6	Maximum	\$75,891.84	\$6,324.32	\$3,162.16	\$39.7956
7	Minimum	\$73,065.12	\$6,088.76	\$3,044.38	\$38.3134
7	Maximum	\$85,937.76	\$7,161.48	\$3,580.74	\$45.0634
8	Minimum	\$78,725.28	\$6,560.44	\$3,280.22	\$41.2814
8	Maximum	\$92,699.76	\$7,724.98	\$3,862.49	\$48.6092
9	Minimum	\$87,375.12	\$7,281.26	\$3,640.63	\$45.8171
9	Maximum	\$102,863.28	\$8,571.94	\$4,285.97	\$53.9387
10	Minimum	\$97,195.44	\$8,099.62	\$4,049.81	\$50.9666
10	Maximum	\$114,337.92	\$9,528.16	\$4,764.08	\$59.9557

**Schedule B – Salary Grid**  
**Effective December 1, 2017 – June 30, 2018**  
**\$444.91 (0.50% Annual)**

<b>Grade</b>	<b>Step</b>	<b>Annual</b>	<b>Monthly</b>	<b>Pay Period</b>	<b>Hourly</b>
1	Minimum	\$37,726.99	\$3,143.92	\$1,571.96	\$19.7830
1	Maximum	\$44,217.07	\$3,684.76	\$1,842.38	\$23.1862
2	Minimum	\$42,385.63	\$3,532.14	\$1,766.07	\$22.2259
2	Maximum	\$49,706.59	\$4,142.22	\$2,071.11	\$26.0648
3	Minimum	\$47,043.79	\$3,920.32	\$1,960.16	\$24.6685
3	Maximum	\$55,203.79	\$4,600.32	\$2,300.16	\$28.9474
4	Minimum	\$52,703.23	\$4,391.94	\$2,195.97	\$27.6361
4	Maximum	\$61,857.31	\$5,154.78	\$2,577.39	\$32.4363
5	Minimum	\$60,528.67	\$5,044.06	\$2,522.03	\$31.7396
5	Maximum	\$71,110.99	\$5,925.92	\$2,962.96	\$37.2887
6	Minimum	\$65,024.35	\$5,418.70	\$2,709.35	\$34.0970
6	Maximum	\$76,336.75	\$6,361.40	\$3,180.70	\$40.0289
7	Minimum	\$73,510.03	\$6,125.84	\$3,062.92	\$38.5467
7	Maximum	\$86,382.67	\$7,198.56	\$3,599.28	\$45.2967
8	Minimum	\$79,170.19	\$6,597.52	\$3,298.76	\$41.5147
8	Maximum	\$93,144.67	\$7,762.06	\$3,881.03	\$48.8425
9	Minimum	\$87,820.03	\$7,318.34	\$3,659.17	\$46.0504
9	Maximum	\$103,308.19	\$8,609.02	\$4,304.51	\$54.1720
10	Minimum	\$97,640.35	\$8,136.70	\$4,068.35	\$51.1999
10	Maximum	\$114,782.83	\$9,565.24	\$4,782.62	\$60.1890

**Schedule B – Salary Grid**  
**Effective July 1, 2018 – December 31, 2018**  
**\$1,341.22 (1.50% Annual)**

Grade	Step	Annual	Monthly	Pay Period	Hourly
1	Minimum	\$39,068.21	\$3,255.68	\$1,627.84	\$20.4863
1	Maximum	\$45,558.29	\$3,796.52	\$1,898.26	\$23.8895
2	Minimum	\$43,726.85	\$3,643.90	\$1,821.95	\$22.9292
2	Maximum	\$51,047.81	\$4,253.98	\$2,126.99	\$26.7681
3	Minimum	\$48,385.01	\$4,032.08	\$2,016.04	\$25.3718
3	Maximum	\$56,545.01	\$4,712.08	\$2,356.04	\$29.6507
4	Minimum	\$54,044.45	\$4,503.70	\$2,251.85	\$28.3394
4	Maximum	\$63,198.53	\$5,266.54	\$2,633.27	\$33.1396
5	Minimum	\$61,869.89	\$5,155.82	\$2,577.91	\$32.4429
5	Maximum	\$72,452.21	\$6,037.68	\$3,018.84	\$37.9920
6	Minimum	\$66,365.57	\$5,530.46	\$2,765.23	\$34.8003
6	Maximum	\$77,677.97	\$6,473.16	\$3,236.58	\$40.7322
7	Minimum	\$74,851.25	\$6,237.60	\$3,118.80	\$39.2500
7	Maximum	\$87,723.89	\$7,310.32	\$3,655.16	\$46.0000
8	Minimum	\$80,511.41	\$6,709.28	\$3,354.64	\$42.2180
8	Maximum	\$94,485.89	\$7,873.82	\$3,936.91	\$49.5458
9	Minimum	\$89,161.25	\$7,430.10	\$3,715.05	\$46.7537
9	Maximum	\$104,649.41	\$8,720.78	\$4,360.39	\$54.8753
10	Minimum	\$98,981.57	\$8,248.46	\$4,124.23	\$51.9032
10	Maximum	\$116,124.05	\$9,677.00	\$4,838.50	\$60.8923

## APPENDIX B VACATION ALLOTMENT [2017]

Years of Service	<u>Allotment</u> <u>(hours)</u>
1-4	<u>109.95</u>
5	<u>117.28</u>
6	<u>124.61</u>
7	<u>131.94</u>
8	<u>139.27</u>
9	<u>146.60</u>
10	<u>153.93</u>
11	<u>161.26</u>
12	<u>168.59</u>
13	<u>175.92</u>
14	<u>183.25</u>
15	<u>190.58</u>
16	<u>197.91</u>
17	<u>205.24</u>
<u>18-23</u>	<u>212.57</u>
<u>24-29</u>	<u>219.90</u>
<b>30 onward</b>	<b>As outlined in Clause 20.2</b>

## **Letters of Understanding 1: Family Responsibility Leave Pilot**

March 1, 2019

Mr. Scott Theede

President

Saskatoon Civic Middle Management Association Local 222

Dear Scott:

Re: Family Responsibility Leave Pilot

During the negotiations of the renewal of the 2013 – 2016 Collective Agreement the Saskatoon Civic Middle Management Association Local 222 raised an issue regarding the importance of assisting employees who require leave from work in order to deal with an illness, injury, medical emergency or urgent matter relating to a family member.

The City has an important role in developing a family friendly workplace including having the necessary policies and practices in place to achieve this goal.

With this in mind the City and the Saskatoon Civic Middle Management Association Local 222 agree to implement a Family Responsibility Leave Pilot Program to address illness, injury, medical emergency or urgent matter relating to a family member.

The pilot will be in place 30 days following ratification until December 31, 2021.

To be eligibility for the pilot program the employee must be a full-time permanent employee who has completed the probationary period contained in the collective agreement.

Family Member is defined as partner, parent, child or other person for which there is a legal guardianship or co-decision-maker responsibility.

During the pilot program eligible employees can take up twenty-four (24) hours in each calendar year because of an illness, injury, medical emergency or urgent matter relating to a family member.

An employee must give an employer notice as soon as is reasonable before taking a leave and the leave must be approved in order to qualify for this entitlement.

This leave will be recorded separately on the appropriate leave form (i.e., separate from sick leave) and tracked so the parties can evaluate the program's success throughout the duration of the pilot. Family Responsibility leave will be drawn from the employee's sick leave credit.

Yours truly,



Marno McInnes

Director, Labour Relations

## **Letters of Understanding 2: Parenting Leave**

March 1, 2019

Mr. Scott Theede

President

Saskatoon Civic Middle Management Association Local 222

Dear Scott:

Re: Parenting Leave

During the negotiations of the renewal of the 2013 – 2016 Collective Agreement the City of Saskatoon discussed legislative changes and pending legislative changes being proposed to maternity/adoption leave and parental leave benefits in Canada.

These legislative changes create an opportunity for the City to review its' current parental leave provisions in order to maximize the benefits of the legislative changes and to develop a parenting leave program that is fair and consistent for all employees of the City.

Sixty days following ratification the City will undertake to meet with you to receive input from and discuss alternatives for a common parental leave program for City employees.

It is understood and agreed that the alternative(s) being considered are intended to ensure the City's parental leave program is aligned with both federal and provincial legislation, is building towards a common benefit entitlement across all collective agreements and does not result in any additional financial cost to the City.

The intent of this process is to enable the City to develop a common cost neutral parental leave proposal that can be tabled at the next round of negotiations.

Yours truly,



Mamo McInnes

Director, Labour Relations



## Letters of Understanding 3: Diversity and Inclusion Working Group

Saskatoon Civic Middle Management Association ("the Association")

And

City of Saskatoon ("the City")

### RE: Diversity and Inclusion Working Group

The parties are mutually committed to creating a diverse workforce reflective of the diverse communities they serve.

The Association and the City shall strike a working group of three Association representatives and three City representatives to discuss challenges and opportunities related to diversity and inclusion. Every effort will be made to ensure two of the working group members from each party will be a visible minority person, an **Indigenous** person, a person with a disability, and/or a woman from an underrepresented group.

This working group shall report back to the parties by **September 1, 2019**. The report will include a summary of the working group's findings, opportunities to improve our representative workforce within the SCMMA bargaining unit and the working group's recommendations on how to achieve a representative workforce.

The Association also agrees to participate on any committee, or any program or initiative initiated by the City that is intended to enhance the City's representative workforce.

Signed this 30 day of July, 2019.

For the City of Saskatoon:



For the S.C.M.M.A. Local 222:



## **Letters of Understanding 4: Standby Pay**

March 1, 2019

Mr. Scott Theede  
President  
Saskatoon Civic Middle Management Association Local 222

Dear Scott:

Re: Standby Pay

During the negotiations of the renewal of the 2013 – 2016 Collective Agreement the Saskatoon Civic Middle Management Association Local 222 raised an issue regarding the wide range of pay practices that exist in relation to standby pay involving SCMMA members.

The parties acknowledge that there are also a number of different standby requirements that need to be considered and while there is a mutual benefit to having consistent standby pay practices across the bargaining unit, the pay practices need to consider the different standby requirements.

While we work towards a longer-term solution the Association has identified and have requested consideration involving a more immediate inequity. In response, effective 30 days after ratification the current standby pay practices for SCMMA managers, employed in the Roadways, Fleet & Support Division and the Water & Waste Operations Division, will be eliminated.

During the discussion period (i.e., 30 days following ratification up to September 30, 2019) SCMMA members employed in the Roadways, Fleet & Support Division and the Water & Waste Operations Division, will receive a 5% standby compensation provided they continue to be on the standby rotation. Employees on the standby rotation in these divisions who worked between the period July 1, 2018 to 30 days following ratification will be entitled to receive an additional 2% compensation for the actual standby rotation(s) work during this period.

The parties agree to maintain the interim standby compensation practices for a period up to and including September 30, 2019. After the conclusion of this period employees on a standby rotation will receive standby pay of 4% until the final standby pay policy is implemented.

In the event the final standby pay policy results in standby compensation in excess of 4%, employees entitled to standby compensation in excess of 4% will be paid retroactively to October 1, 2019.

The City may change its standby compensation practices by providing the Association with 60 days' notice.

Yours truly,



Marno McInnes  
Director, Labour Relations

## **Letters of Understanding 5: Exclusion of Positions**

March 1, 2019

Mr. Scott Theede

President

Saskatoon Civic Middle Management Association Local 222

Dear Scott:

Re: Exclusion of Positions

Effective 30 days after ratification, the parties agreed that the following classifications fall outside the jurisdiction of the SCMMA bargaining unit:

Real Estate Manager (CF)  
Zoo Operations Manager (CY)  
Long Range Planning Manager (CY)  
Development Review Manager (CY)  
Capital & Operating Projects Manager (UE)  
Engineering & Technical Support Manager (UE)  
Metering & Sustainable Electricity Manager (UE)  
Roadways Manager (TC)  
Water & Sewer Manager (UE)  
Environmental Operations Manager (UE)  
Access Transit Manager (TC)  
Land Development Manager (TC)

The parties also agree, as soon as practical, to jointly apply to the Saskatchewan Labour Relations Board to amend the current certification order to accurately reflect this change.

Yours truly,



Marno McInnes

Director, Labour Relations



I concur

## **Letters of Understanding 6: Standby Pay**

March 4, 2019

Mr. Scott Theede

President

Saskatoon Civic Middle Management Association Local 222

Dear Scott:

Re: Standby Pay

This is further to the letter dated March 1, 2019 regarding standby pay. As set out in this letter:

Employees on the standby rotation in these divisions who worked between the period July 1, 2018 to 30 days following ratification will be entitled to receive an additional 2% compensation for the actual standby rotation(s) work during this period.

This will confirm our understanding that provided the employee has fulfilled their standby rotation obligation for this period they will be entitled to 2% compensation on the same basis that standby pay is currently calculated.

Yours truly,



Marno McInnes

Director, Labour Relations