COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF SASKATOON

AND

THE SASKATOON CIVIC MIDDLE MANAGEMENT ASSOCIATION

COVERING THE PERIOD FROM JANUARY 1, 2019 TO DECEMBER 31, 2023

SASKATOON CIVIC MIDDLE MANAGEMENT ASSOCIATION

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This Collective Agreement made this 26th day of July, 2021

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.

Association - Means the Saskatoon Civic Middle Management Association, SCMMA.

Classification Committee - Is the shortened title for the Salary Administration and Classification Committee.

Days - Means "City Hall business days".

Director – Means the Head of the Department

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

Employer - The City of Saskatoon.

General Manager - Means the Head of the Division.

Manager - Means the Employee's direct out-of-scope supervisor.

Permanent Employee, subject to the probation provisions, means an employee holding a position which has been bulletined as a permanent position.

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, **2023**. This Agreement shall come into force and take effect as of January 1, **2019**, and continue in force until December 31, **2023**, 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.

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.

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 agrees to deduct the amount of the Association dues, levies and assessments payable to the Association by an employee and remit the amounts so deducted to the Treasurer of Local No. 222 twice monthly 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

The Association shall inform the Employer in writing of the amount to be deducted from each employee. The Union shall advise the Employer in writing sixty (60) calendar days in advance of any change in the amount to be deducted.

Notwithstanding the above, the provisions of Sections 6-42 and 6-43 of The Saskatchewan Employment Act shall apply to this Agreement.

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.

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

Overtime and Flextime

As a general and basic principle, overtime should not be authorized to enable employees to fulfill the regular responsibilities. An irregular pattern of hours and some additional work time may be necessary to fulfill the regular responsibilities of a position. In extraordinary circumstances, where overtime is required, eligible employees will be entitled to overtime in accordance with Article 7.1. Employees that are ineligible for overtime are covered by Article 7.2.

7.1 Overtime Pay

- 1. Employees required to continue working after completing their regular schedule of hours in any one day, shall be paid at the rate of time and one-half for each hour or portion thereof.
- 2. Employees who are required to work on a designated day off, shall be paid at the rate of time and one-half for all hours worked.
- 3. All overtime shall be paid on the basis of the salary paid to the employee at the time they worked such overtime.
- 4. Overtime must be approved by the manager in advance.
- 5. If circumstances arise such that an employee who is working a rearranged work week schedule cannot take the scheduled earned day off because of

operational requirements, such day off shall be taken as per mutual agreement with the department manager and in that situation may be banked. An employee will not be entitled to overtime when working on a scheduled earned day off. An employee who works on a scheduled earn day off would be entitled to overtime for all hours worked in excess of their regular scheduled workday.

7.2 Flextime

Employees not covered by Subsection 7.1 may also have an irregular pattern of hours and some additional work time may be necessary to fulfill the regular responsibilities of a position. Where an employee is required to work hours beyond this expectation, such employee shall be entitled to equal time off at the discretion of their Director.

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. **Temporary assignments shall be compensated as outlined in the Temporary Assignments Administrative Procedures HR-001**.

7.4 Standby

Standby work and compensation will be governed by the Administrative Procedure HR-004- Standby Duty, Associated Work and Pay – SCMMA.

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.

- **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.
- **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).
- **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.

- **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.
- 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.

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.

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).
- ii) The Manager and/or General Manager may appear before the Classification Committee to provide additional information that they believe may be pertinent.
- 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.
- 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.
- v) Salary classifications will deemed to be established if the appeal is not received within the time limits.
- 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.

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.
- 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).
- 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.
- 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.

- v) Salary classifications will deemed to be established if the appeal is not received within the time limits.
- vi) Time limits may be extended by mutual agreement.

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.

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

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.

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).

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

The decision of the Classification Appeal Committee is final.

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.

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.

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 and temporary positions that are anticipated to be greater than one year shall be posted for a period of ten (10) days unless posting is waived by agreement between the parties
- 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.
- 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.

12.4 A permanent employee may, before accepting a temporary position with the City of Saskatoon, request a letter from their Director confirming that their position will not be permanently posted for the duration of the employee's temporary absence that was approved by the Director. This assurance shall not be unreasonably withheld.

Notwithstanding the above, if the position is permanently posted the employee will be able to return to a comparable permanent position at the same pay grade.

12.5 Extension of Temporary Positions

Employees in a posted temporary position may be extended beyond the initial term, without reposting for a period of up to two (2) years. Extensions beyond two (2) year extension are subject to approval from the Union.

When the Employer creates a new position and posts the position with a notation that the position may become permanent the Employer may post the position or offer the incumbent the position without posting should the position become permanent.

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 **trial** period for Employees within the civic service who are appointed to new positions.

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

Employees continuing in the same position previously held as a temporary employee shall not be subject to another trial period for that position.

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.

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.

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.

16.3 Retirement

Normal retirement date shall be deemed to be the first (1st) of the month coinciding with or next following the Employee's 65th 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:

- **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:
 - 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.
- **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.

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).

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.

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, **permanent e**mployees shall be eligible, as a condition of employment, to participate in an Employer-sponsored disability plan consisting of the following:

21.1.1 Short Term Disability/Sick Leave Plan (Permanent Employee)

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

When a permanent employee returns to work from short term disability leave or sick leave and completes full shifts or work days in the position held prior to the sick leave or in a new position as a result of a permanent accommodation for thirty (30) calendar days, such employee shall become re-eligible to qualify for short term disability as provided for in Article 21.1.1.

A permanent employee on short term disability leave will continue to accumulate service for the purposes of determining an employee's vacation allotment.

Vacation leave accruals (i.e., paid vacation credits) will end when a permanent employee is on short term disability leave for greater than 30 calendar days.

21.1.2 Long-Term Disability Plan (Permanent Employees)

If **the** same illness continues longer than **six (6) months**, or is recurring in nature, the **permanent e**mployee 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 **e**mployee.

A permanent employee on short term and/or long term disability shall not be entitled to any Statutory Holiday that may occur during a period of these leaves.

Permanent employees on long term disability will continue to accumulate service for the purposes of determining an employee's vacation allotment.

Vacation leave accruals (i.e., paid vacation credit) will not accrue when an employee is on long term disability.

21.2 Short-term Sickness Plan (Temporary Employee)

After three (3) months' continuous employment, temporary employees shall be eligible to participate in an employer-sponsored short-term sickness plan consisting of the following:

All temporary employees shall accumulate sick leave credits at the rate of one and one quarter $(1\frac{1}{4})$ working days per month.

A temporary employee on short term sickness shall accumulate paid vacation credits during the period of these leaves.

21.3 Compassionate Leave

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

21.4 Maternity, Adoption and Parental Leave

- 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.
- The employee is entitled to **nineteen (19)** weeks of maternity leave. The leave can start at any time during the **thirteen (13)** weeks before the estimated date of birth. The employee shall give four (4) weeks of written notice prior to the commencement of the leave.
- An employee who is the primary caregiver is entitled to **nineteen** (19) 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.
- 21.4.2.3 An employee who is eligible for maternity or adoption leave, shall be entitled to parental leave without pay for a period of up to fifty-nine (59) consecutive weeks. If the employee is not eligible for maternity or adoption leave, the employee is entitled to parental leave without pay for a period of up to sixty-three (63) consecutive weeks on condition that the employee has completed at least thirteen (13) weeks in fifty-two (52) of

employment with the Employer immediately preceding the date on which the requested leave is to commence. 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.

Notwithstanding Article 21.3.2.3 above, *The Saskatchewan_Employment Act* was amended effective March 27, 2020, to provide for an extended parental leave benefit for parents who share the Employment Insurance parental benefit. Where the conditions contained within Article 21 of the Collective Agreement and *The Saskatchewan Employment Act* are met, the employee will be approved for the extended leave.

- 21.4.2.4 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.
- 21.4.2.5 Parental leave must be taken between the period of **thirteen (13)** 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.
- 21.4.3 The parties hereto acknowledge that individual circumstances may justify a variance of the time limits set out above.
- 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)*:
 - 21.4.4.1 The Employer shall pay 95% of the member's regular salary for the first week period.
 - 21.4.4.2 The Employer shall pay the difference between the Employment Insurance benefits and 95% of the member's regular rate of pay for 14 weeks.
- 21.4.5 An employee on maternity leave will not have her salary increment dates affected.
- 21.4.6 An employee on maternity, adoption or parental leave, shall continue to accumulate unpaid vacation credits during the period of maternity, adoption and parental leave.

- 21.4.7 Notwithstanding anything contained elsewhere in this Agreement, an employee on maternity, adoption or parental leave shall not be entitled to any Statutory Holiday that may occur during a period of these leaves.
- 21.4.8 Employees returning from maternity, adoption or parental leave shall return to their former position or a comparable position with no loss of benefits accrued prior to the commencement of the leave.

21.5 Jury Duty

Jury Duty will be provided in accordance with the City's Administrative Policy – Jury and Witness Duty

21.6 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.

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 **eligible** employees within the scope of this Agreement. All **eligible** permanent **and temporary** 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;

- (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.

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

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

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

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, <u>Local Travel-Employees</u> shall apply.

22.6 Boot Allowance

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.

Effective on or after October 1, 2021, where approved in advance by the Director employees will receive up to three hundred dollars (\$300) reimbursement once every two (2) calendar years for CSA Approved safety footwear. (As examples, 1) an employee who received their \$200 reimburse on September 1, 2021 (i.e., the boot allowance entitlement that was in place prior to the change) will be entitled to a \$300 reimbursement on September 1, 2023, 2) an employee who received their \$200 reimbursement on October 1, 2019 will be entitled to a \$300 reimbursement on October 1, 2021).

22.7 Employee Development

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.

22.8 Leisure Pass Discount

Effective September 1, 2021, the City will provide to employees, who are actively employed, a 50% discount for all Individual and Family Leisure passes to increase employee utilization of City leisure facilities, excluding bulk tickets.

Wages

The wage increases for the term of the 2019 – 2023 collective agreement are effective on the following dates:

Effective July 1, 2019 - Employees shall receive a 1.75% wage increase.

Effective April 1, 2020 – Employees shall receive a 1.60% wage increase.

Effective January 1, 2021 - Employees shall receive a 1.60% wage increase.

Effective January 1, 2022 – Employees shall receive a 1.95% wage increase.

Dated this 12 day of Saskatchewan.	20 22 , in the City of Saskatoon in the Province of
THE SASKATOON CIVIC MIDDLE MANAGEMENT ASSOCIATION	THE CITY OF SASKATOON
President	MAYOR
Sana Dadds Executive	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 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 semimonthly 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.

6. 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 Supervisor	6
Accounting Coordinator I	7
Accounting Coordinator II	8
Accounting Coordinator II (Water)	8
Administrative Coordinator	3
Assessment Manager	8
Asset Preservation Manager	9
Body Shop Supervisor	7
Building Code Engineer	8
Building Standards Manager	9
Business Analyst	7
Business Manager	8
Business Relationship Manager	8
Bylaw Compliance Manager	9
Communication Consultant II	7
Communications Consultant II	7
Community Engagement Consultant II	7
Community Initiatives Manager	8
Compliance Coordinator	4
Corporate Asset Management Coordinator	9
Corporate Records Manager	7
Corporate Service Delivery Coordinator	8
Customer Service Manager	8
Customer Service Support Manager	8
Customer Support Coordinator	6
Cybersecurity Analyst	7
Design Engineer	8
Education and Environmental	_
Performance Manager Electrical, Instrumentation & Controls Engineering Specialist	10
Energy and Sustainability Engineering Manager	9
Energy Manager	9
Engineer I	7
Engineer II (Environmental Projects & Protection)	7
Engineering Intern	3
Environment and Infrastructure Compliance Manager	8
Environmental Labs Coordinator	8
Environmental Operations Superintendent	8

Classification	Grade
Environmental Specialist (Ecosystems)	8
ERP Functional Analyst	7
Facilities Superintendent	8
Facility Planner	8
Finance and Sales Manager	9
Geotechnical Engineering Specialist	10
Green House Gas Controls Specialist	8
Hydro-Technical Engineering Specialist	10
Indoor Air Quality Manager	8
Information Management Coordinator	8
Information Technology Coordinator	8
Infrastructure Analyst	6
Infrastructure Analyst (GIS)	6
Infrastructure Engineer	8
Investment Manager	9
Land Development Project Manager	9
Landscape Development Coordinator	8
Licensing and Permitting Manager	9
Lighting and Drafting Superintendent	8
Maintenance Engineer	9
Maintenance Manager	9
Manager, Corporate Quality	8
Marketing Consultant	7
Marketing Consultant II	7
Mechanical Shop Supervisor	8
Meter Services Engineer	8
Meter Shop Superintendent	8
Operations Engineer	8
Operations Superintendent	8
P3 Contract Manager	8
Parking Enforcement Coordinator	6
Parking Operations Manager	7
Parking Policy & Permitting Manager	8
Parking Services Manager	9
Parks Superintendent	8
Payroll Functional Analyst	7
Planning and Design Engineer	9
Planning Engineer	8
Planning Supervisor	7
POSSE Workflow Coordinator	7
Printing and Mail Manager	7

Classification	Grade
Project Engineer	8
Project Manager	8
Property Development and Project Manager	9
Purchasing Services Manager	7
Quality Assurance Coordinator	6
Quality Superintendent	7
Recreation Services Manager	8
Revenue Systems Manager	8
Risk Reduction Coordinator	5
Secretary II	2
Senior Building Code Engineer	9
Senior Operations Engineer	9
Senior Planner II	8
Senior Project Management Engineer	9
Senior Project Manager	9
Senior Transportation Engineer	9
Service Supervisor	6
Social Development Manager	8
Solution Architect	8
Special Projects	8

Classification	Grade
Special Projects Manager	8
Specifications Engineer	8
Storm Water Utility Manager	9
Superintendent 8	8
Support Services Manager	9
Sustainable Electricity Engineer	8
Taxi and Rideshare Manager	7
Traffic Systems Program Manager	8
Training Coordinator	6
Transit Planner	8
Transit Technology Coordinator	7
Transportation Engineer	8
Utility Revenue Services Manager	9
Vehicle and Equipment Supervisor	8
Water Labs Coordinator	8
Water Operations Manager	9
Watershed Protection Manager	9
Zoo Curator	8

Schedule B – Salary Grid Effective July 1, 2019 – March 31, 2020 1.75% increase

Grade	Step	Annual	Monthly	Pay Period	Hourly
1	Minimum	\$39,751.92	\$3,312.66	\$1,656.33	\$20.84
1	Maximum	\$46,355.52	\$3,862.96	\$1,931.48	\$24.31
2	Minimum	\$44,491.92	\$3,707.66	\$1,853.83	\$23.33
2	Maximum	\$51,941.04	\$4,328.42	\$2,164.21	\$27.24
3	Minimum	\$49,231.68	\$4,102.64	\$2,051.32	\$25.82
3	Maximum	\$57,534.48	\$4,794.54	\$2,397.27	\$30.17
4	Minimum	\$54,990.24	\$4,582.52	\$2,291.26	\$28.84
4	Maximum	\$64,304.40	\$5,358.70	\$2,679.35	\$33.72
5	Minimum	\$62,952.48	\$5,246.04	\$2,623.02	\$33.01
5	Maximum	\$73,720.08	\$6,143.34	\$3,071.67	\$38.66
6	Minimum	\$67,526.88	\$5,627.24	\$2,813.62	\$35.41
6	Maximum	\$79,037.28	\$6,586.44	\$3,293.22	\$41.45
7	Minimum	\$76,161.12	\$6,346.76	\$3,173.38	\$39.94
7	Maximum	\$89,259.12	\$7,438.26	\$3,719.13	\$46.81
8	Minimum	\$81,920.40	\$6,826.70	\$3,413.35	\$42.96
8	Maximum	\$96,139.44	\$8,011.62	\$4,005.81	\$50.41
9	Minimum	\$90,721.44	\$7,560.12	\$3,780.06	\$47.57
9	Maximum	\$106,480.80	\$8,873.40	\$4,436.70	\$55.84
10	Minimum	\$100,713.60	\$8,392.80	\$4,196.40	\$52.81
10	Maximum	\$118,156.08	\$9,846.34	\$4,923.17	\$61.96

Schedule B – Salary Grid Effective April 1, 2020 – December 31, 2020 1.60% increase

Grade	Step	Annual	Monthly	Pay Period	Hourly
1	Minimum	\$40,387.92	\$3,365.66	\$1,682.83	\$21.18
1	Maximum	\$47,097.12	\$3,924.76	\$1,962.38	\$24.70
2	Minimum	\$45,203.76	\$3,766.98	\$1,883.49	\$23.70
2	Maximum	\$52,772.16	\$4,397.68	\$2,198.84	\$27.67
3	Minimum	\$50,019.36	\$4,168.28	\$2,084.14	\$26.23
3	Maximum	\$58,455.12	\$4,871.26	\$2,435.63	\$30.65
4	Minimum	\$55,870.08	\$4,655.84	\$2,327.92	\$29.30
4	Maximum	\$65,333.28	\$5,444.44	\$2,722.22	\$34.26
5	Minimum	\$63,959.76	\$5,329.98	\$2,664.99	\$33.54
5	Maximum	\$74,899.68	\$6,241.64	\$3,120.82	\$39.28
6	Minimum	\$68,607.36	\$5,717.28	\$2,858.64	\$35.98
6	Maximum	\$80,301.84	\$6,691.82	\$3,345.91	\$42.11
7	Minimum	\$77,379.60	\$6,448.30	\$3,224.15	\$40.58
7	Maximum	\$90,687.36	\$7,557.28	\$3,778.64	\$47.55
8	Minimum	\$83,231.04	\$6,935.92	\$3,467.96	\$43.64
8	Maximum	\$97,677.60	\$8,139.80	\$4,069.90	\$51.22
9	Minimum	\$92,172.96	\$7,681.08	\$3,840.54	\$48.33
9	Maximum	\$108,184.56	\$9,015.38	\$4,507.69	\$56.73
10	Minimum	\$102,324.96	\$8,527.08	\$4,263.54	\$53.66
10	Maximum	\$120,046.56	\$10,003.88	\$5,001.94	\$62.95

Schedule B – Salary Grid Effective January 1, 2021 – December 31, 2021 1.60% increase

Grade	Step	Annual	Monthly	Pay Period	Hourly
1	Minimum	\$41,034.24	\$3,419.52	\$1,709.76	\$21.52
1	Maximum	\$47,850.72	\$3,987.56	\$1,993.78	\$25.09
2	Minimum	\$45,927.12	\$3,827.26	\$1,913.63	\$24.08
2	Maximum	\$53,616.48	\$4,468.04	\$2,234.02	\$28.12
3	Minimum	\$50,819.76	\$4,234.98	\$2,117.49	\$26.65
3	Maximum	\$59,390.40	\$4,949.20	\$2,474.60	\$31.14
4	Minimum	\$56,764.08	\$4,730.34	\$2,365.17	\$29.77
4	Maximum	\$66,378.72	\$5,531.56	\$2,765.78	\$34.81
5	Minimum	\$64,983.12	\$5,415.26	\$2,707.63	\$34.08
5	Maximum	\$76,098.00	\$6,341.50	\$3,170.75	\$39.90
6	Minimum	\$69,705.12	\$5,808.76	\$2,904.38	\$36.55
6	Maximum	\$81,586.56	\$6,798.88	\$3,399.44	\$42.78
7	Minimum	\$78,617.76	\$6,551.48	\$3,275.74	\$41,23
7	Maximum	\$92,138.40	\$7,678.20	\$3,839.10	\$48.31
8	Minimum	\$84,562.80	\$7,046.90	\$3,523.45	\$44.34
8	Maximum	\$99,240.48	\$8,270.04	\$4,135.02	\$52.04
9	Minimum	\$93,647.76	\$7,803.98	\$3,901.99	\$49.11
9	Maximum	\$109,915.44	\$9,159.62	\$4,579.81	\$57.64
10	Minimum	\$103,962.24	\$8,663.52	\$4,331.76	\$54.52
10	Maximum	\$121,967.28	\$10,163.94	\$5,081.97	\$63.96

Schedule B – Salary Grid Effective January 1, 2022 – December 31, 2023 1.95% increase

Grade	Step	Annual	Monthly	Pay Period	Hourly
1	Minimum	\$41,834.40	\$3,486.20	\$1,743.10	\$21.94
1	Maximum	\$48,783.84	\$4,065.32	\$2,032.66	\$25.58
2	Minimum	\$46,822.80	\$3,901.90	\$1,950.95	\$24.55
2	Maximum	\$54,661.92	\$4,555.16	\$2,277.58	\$28.66
3	Minimum	\$51,810.72	\$4,317.56	\$2,158 <i>.</i> 78	\$27.17
3	Maximum	\$60,548.40	\$5,045.70	\$2,522.85	\$31.75
4	Minimum	\$57,870.96	\$4,822.58	\$2,411.29	\$30.35
4	Maximum	\$67,673.04	\$5,639.42	\$2,819.71	\$35.49
5	Minimum	\$66,250.32	\$5,520.86	\$2,760.43	\$34.74
5	Maximum	\$77,581.92	\$6,465.16	\$3,232.58	\$40.68
6	Minimum	\$71,064.48	\$5,922.04	\$2,961.02	\$37.26
6	Maximum	\$83,177.52	\$6,931.46	\$3,465.73	\$43.62
7	Minimum	\$80,150.88	\$6,679.24	\$3,339.62	\$42.03
7	Maximum	\$93,935.04	\$7,827.92	\$3,913.96	\$49.26
8	Minimum	\$86,211.84	\$7,184.32	\$3,592.16	\$45.21
8	Maximum	\$101,175.60	\$8,431.30	\$4,215.65	\$53.05
9	Minimum	\$95,473.92	\$7,956.16	\$3,978.08	\$50.06
9	Maximum	\$112,058.88	\$9,338.24	\$4,669.12	\$58.76
10	Minimum	\$105,989.52	\$8,832.46	\$4,416.23	\$55.58
10	Maximum	\$124,345.68	\$10,362.14	\$5,181.07	\$65.20

APPENDIX B VACATION ALLOTMENT

<u>Allotment</u>
<u>(hours)</u>
109.95
117.28
124.61
131.94
139.27
146.60
153.93
161.26
168.59
175.92
183.25
190.58
1 97.91
205.24
212.57
219.90
As outlined in Clause 20.2

Letter of Understanding

July 8, 2021

Ms. Jackie Morley President Saskatoon Civic Middle Management Association Local 222

Dear Jackie:

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. As a result, 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 for the term of the 2017-2018 collective agreement.

The City is prepared to continue the pilot until December 31, 2023 on the following basis:

To be eligible for the pilot program the employee must be an employee who has completed the probationary period contained in the collective agreement. Part-time employee will receive a prorated entitlement.

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. Permanent part-time employees' annual entitlement will be prorated based on the employee's budgeted FTE. (i.e., a 0.5 FTE part-time employee will be entitled to twelve (12) hours in each year).

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, Workforce Strategy

July 8, 2021

Ms. Shelley (Jackie) Morley President Saskatoon Civic Middle Management Association Local 222

Dear Jackie:

Re: Jurisdiction of Positions

The parties agree that the following classifications and the incumbent will remain excluded from the SCMMA collective agreement:

Senior Project Planner (CY)

Customer Relationship Management System Coordinator (S&T)

Truth and Reconciliation Coordinator (S&T)

Performance Improvement Coordinator (Various Divisions, excluding the HR position)

Notwithstanding, in the event there is a vacancy in any of the above positions that the employer decides to fill and if there is no material change to the scope of the position, the position will be posted as a SCMMA position. In the event there is a material change to the position the position will be reviewed with SCMMA and a determination made whether the position should be excluded.

Yours truly,

Marno McInnes

Director, Workforce Strategy

July 8, 2021

Ms. Shelley (Jackie) Morley President Saskatoon Civic Middle Management Association Local 222

Dear Jackie:

Re: Jurisdiction of Positions

Effective ninety (90) days after ratification, the parties agreed that the following classifications will be excluded from the SCMMA collective agreement:

Future Growth Manager (CY) Neighbourhood Planning Manager (CY) Project Service Manager (U&E)

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, Workforce Strategy

Note: this change occurred on November 1, 2021.

Saskatoon Civic Middle Management Association ("the Association")

And

City of Saskatoon ("the City")

RE: Diversity and Inclusion Working Group

Signed this 13th day of July, 2021.

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, 2021. 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.

For the City of Saskatoon:

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

July 8, 2021

Ms. Shelley (Jackie) Morley President Saskatoon Civic Middle Management Association Local 222

Dear Jackie:

Re: Standby Compensation

Effective January 1, 2022, the parties agreed that the following changes will be made to the standby compensation:

A daily shift of Standby Duty on a weekend (or regular day off):

- Friday 12:00 midnight to Saturday 12:00 midnight 2 hours
- Saturday 12:00 midnight to Sunday 12:00 midnight 2 hours

Will be deleted and replaced with the following:

A daily shift of Standby Duty on a weekend (or regular day off):

- Friday 12:00 midnight to Saturday 12:00 midnight 3 hours
- Saturday 12:00 midnight to Sunday 12:00 midnight 3 hours

Yours truly,

Marno McInnes

Director, Workforce Strategy

LETTER OF UNDERSTANDING

between

THE SASKATOON CIVIC MIDDLE MANAGEMENT ASSOCIATION (horningfor referred to as "The Association")

(hereinafter referred to as "The Association")

and

THE CITY OF SASKATOON (hereinafter referred to as "The City")

Re: Engineering Interns

WHEREAS the parties agree that hiring Engineering Interns are a benefit to the City, the Association, the Engineering Intern and the profession, and

WHEREAS the role of Engineering Intern is not a classification within the collective agreement,

THEREFORE, notwithstanding the Collective Agreement between the parties, the City and the Association agree to the following:

- 1. Engineers who are hired by the City as an Engineering Intern will be paid at a rate equivalent to the midpoint of Grade 3 in the SCMMA collective agreement.
- 2. Engineering interns, subject to satisfactory performance and after completing 12 working months of employment, will be eligible to receive an increment of up to 5%.
- 3. This agreement can be terminated by either party with thirty (30) days written notice.

This Agreement is without prejudice and will not be used, produced or referred to by either party on behalf of any employee in any future grievance, arbitration or any other matters undertaken by the parties subsequent to this date, except for the purposes of enforcing this Agreement or renegotiation.

Signed this 13th day of July, 2021

For The City of Saskatoon	For the S.C.M.M.A
up	
Director, Workforce Strategy	SCMMA President

MEMORANDUM OF AGREEMENT

between

THE CITY OF SASKATOON (hereinafter referred to as "The City")

And

SASKATOON CIVIC MIDDLE MANAGEMENT ASSOCIATION, LOCAL NO. 222 (hereinafter referred to as "The Association")

Re: Information Technology Market Adjustment Pay Rate

Whereas as a result of market conditions in 2001 a market adjustment was implemented for SCMMA positions that had Programmer Analyst I, II and II and System Analyst positions reporting directly to them, and

Whereas the Employment and Compensation Manager, in a letter to SCMMA dated May 4, 2001, confirmed the job titles impacted by the CUPE 59 MOA in the Association included the classifications of Systems Coordinator, Systems and Training Coordinator, Information Management Consultant, Information Technology Consultant and Liaison Officer, and

Whereas, the letter confirmed that the City was prepared to pay the Systems Coordinator, Information Management Consultant, Information Technology Consultant and Liaison Officer, classifications an additional \$7,619 per year, and

Whereas, the letter also confirmed that the that the City was prepared to pay the Systems and Training Coordinator an additional \$4,668 per year, and

Whereas, the Systems and Training Coordinator Supplement and the Liaison Officer Supplement are not in use, and

Whereas, the Systems Coordinator and the Information Management Consultant now Information Management Coordinator and the Information Technology Consultant now Information Technology Coordinator continue to receive the differential, and

Whereas, the classification of Business Relationship Coordinator, IT Project Coordinator and Project Manager (ERP) have since been added and are in receipt of this differential, and

Whereas, the classifications covered by the above-referenced letter have been receiving increases based on GEI increases and not based on the maintenance of the annual dollar amount differential, and

Whereas, this error came to light with the calculation of the flat rate wage increases agreed to in relation to the 2017-2018 collective agreement, and

Whereas, this error has resulted in the annual dollar amount differential growing from \$7,619 in 2001 (the intended differential) to \$13,790.88 in 2018 (the actual annual dollar amount differential), and

Therefore, notwithstanding the Collective Agreement between the parties, the City, and the Association agree, on a without prejudice basis, that:

- 1. The classifications of Systems and Training Coordinator Supplement and Liaison Officer are defunct and no longer entitled to the Market Adjustment,
- 2. The classifications covered by this MOA include the classifications referenced above and include the Systems Coordinator and Information Management Consultant now Information Management Coordinator, Information Technology Consultant now Information Technology Coordinator, Business Relationship Coordinator, IT Project Coordinator and Project Manager (ERP).
- 3. Unless by mutual agreement, no new classifications will be added to the current MOA.
- 4. The SCMMA classifications covered by this MOA will receive a market adjustment equivalent to the annual dollar amount differential that is in place as at December 31, 2018.
- 5. The annual dollar amount differential is frozen effective January 1, 2019 (approximately \$13,790.88) and wages rates for positions covered by this MOA will be based on the classification rate (Top Rate) contained in the collective agreement plus the lump sum differential. For clarity, the differential is based on the collective agreement rate and not the exception rate contained in the Programmer Analysts/Systems Analyst Market Adjustment Pay Rate Memorandum of Agreement. This differential will be maintained and adjusted in accordance with the letter dated April 22, 2021 Re; IT Market Survey.
- Employees covered by this MOA will continue to be paid in accordance with this MOA provided they remain working in one of the classifications covered by this MOA.
- 7. Employees who bid into or are hired into a classification covered by this MOA will be paid the applicable rate under this MOA.
- 8. Nothing in this MOA reduces or limits management's rights to direct the workplace and restructure the workplace to meet technological, organizational and/or operational needs.

- 9. For greater clarity, in the event there is a technological, organizational and/or operational change that results in a material change to one or more of the classifications covered by this MOA, the new position will be classified in accordance with the SCMMA Job Classification system and paid the applicable rate on the wage grid contained in the collective agreement.
- 10. In the event there is a material change to one of the classifications covered by this MOA and an employee's wage rate is reduced as a result, the impacted employee will be red circled until their classification wage rate exceeds their red circled rate so long as the employee remains in the reclassified position. In the event the employee accepts a different position, the red-circled rate would end and they would be paid the rate applicable to the position they move into.
- 11. In the event an employee covered by this agreement accepts a position not covered by this MOA they will be paid in accordance with the wage rate of the new position.

This Agreement is without prejudice and will not be used, produced or referred to by either Party on behalf of any other employee in any future grievance, arbitration, or any other matters undertaken by the parties subsequent to this date, except for the purposes of enforcing this Agreement.

Signed this 13th day of July, 2021.	
For the City of Saskatoon:	For the S.C.M.M.A. Local 222:
up	
	Sava Dodds

Letter of Intent

July 8, 2021

Ms. Jackie Morley
President
Saskatoon Civic Middle Management Association Local 222

Dear Jackie:

Re: IT Market Survey

During the negotiations of the renewal of the 2017 – 2018 Collective Agreement the parties discussed the market adjustment that was being provided to a number of Information Technology (IT) positions. This market adjustment has been in place since 2001 and has resulted in a number of classifications being paid significantly above the negotiated collective agreement wage rate.

The parties have agreed to maintain the current market adjustment pending the opportunity to complete a select market review for positions in receipt of the market adjustment to determine what the competitive wage rate (i.e. the 50th percentile) is in the relevant labour market.

The results of this survey will be used to determine whether the current market adjustment will be maintained, maintained in part or eliminated. In the event the results from the market survey show that the market adjustment should be maintained in part or eliminated the wage rate of the incumbents will be frozen until such time as the employee's wage rate is equal to the appropriate rate identified by management based on the market survey.

In the event the market survey result show that the current wage rates are not competitive the results of the survey will be referred to the parties for consideration at the next round of bargaining.

Yours truly,

Marno McInnes

Director, Workforce Strategy

Letter of Intent

July 8, 2021

Ms. Jackie Morley President Saskatoon Civic Middle Management Association Local 222

Dear Jackie:

Re: Post Interview Feedback Opportunity

During the negotiations of the renewal of the 2017 – 2018 Collective Agreement the Saskatoon Civic Middle Management Association Local 222 raised an issue regarding the importance of providing feedback to employees that have not been the successful candidate for a career opportunity with the City of Saskatoon.

The City is prepared to provide employees that have been interviewed for a position and who have not been selected as the successful candidate the opportunity for feedback, upon written request to the hiring manager. The hiring manager or a member of the selection committee will provide constructive feedback on the non-selection and the employee's areas for development.

Yours truly,

Marno McInnes

Director, Workforce Strategy