

COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF SASKATOON

AND

THE SASKATOON CIVIC MIDDLE MANAGEMENT ASSOCIATION

COVERING THE PERIOD FROM JANUARY 1, 1998 TO DECEMBER 31, 2000

12576(01)

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This Collective Agreement made the 12th day of April, 1999 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;

Employer - The City of Saskatoon.

General Manager - Refers to the General Manager of one of the five (5) Civic departments at the City of Saskatoon.

Employee(s) - The word Employee or Employees refers to the SCMMA members to whom the Articles within this Agreement apply.

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

Days - Where "days" are referred to in this Agreement it is understood that these are to be equivalent to "City Hall business days".

Association - The Saskatoon Civic Middle Management Association, (The SCMMA).

Classification Committee - The shortened version for the Salary Administration and Classification Committee.

Appeal Committee - The shortened version for the Salary Administration and Classification Appeal Committee.

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

ARTICLE 2. GENERAL TERMS

The anniversary date of this Agreement is December 31, 2000. This Agreement shall come into force and take effect as of January 1, 1998, and continue in force until December 31, 2000, 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 sixty (60) nor less than thirty (30) 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 President or Vice President of the Association 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; leave for education related Association business will only be granted with the approval of the department's General Manager, and such leave to be without pay or benefits, and not to exceed five (5) working days within any calendar year.

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.

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.

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 15th 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. (Provided that the Employer can accommodate this through its systems.)

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 President of the Association or designate.

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 Appendix B to this Agreement.

ARTICLE 6. COMMUNICATIONS COMMITTEE

Following the settlement of an Agreement, the Communications Committee shall meet as required:

To discuss and settle, if possible, matters of mutual concern (except for grievances or changes to the Collective Agreement).

This Committee shall consist of a maximum number of three (3) representatives of the Association and a maximum number of three (3) representatives of the Employer. Meetings shall be held at a time and place fixed by mutual consent. Either party may call for a meeting to be held.

ARTICLE 7. STRIKES AND LOCKOUTS

7.1 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.

7.2 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 8. OVERTIME AND STANDBY

8.1 Premium 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.

8.2 Application of Overtime Pay

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 may be necessary to fulfil the regular responsibilities of a position. However, where Employees are required to work excessive amounts of overtime or are required to accept excessive amounts of stand-by duty, such Employees shall be entitled to reasonable time off at the discretion of their General Manager. If an Employee feels that the General Manager has not resolved the matter, then he may report the matter to the Association Board and the said Association Board, in its sole discretion, may refer the matter to the Communications Committee as established under Article 6. of this Agreement.

8.3 Temporary Assignments

Remuneration levels recognize and reflect responsibility to perform temporary assignments and duties of higher level positions. Special circumstances may warrant premium pay recognition, such as prolonged periods where the Employee is performing substantially the duties of the higher level position.

ARTICLE 9. SALARY INCREMENTS

9.1 Annual Salary Increment - Conditions

Regular 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 increment will receive that increment, up to the maximum of that position's range, unless he performs in an unsatisfactory manner. If an Employee's performance is considered unsatisfactory, the annual increment may be withheld. The Employee will be given reasons in writing as soon as possible after the decision is made. The Association will be advised that an increment is being withheld. Withholding a regular increment will be grievable subject to the provisions of the grievance procedure (see Article 18. Grievances).

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 shall be placed on the Employee's personnel file.

9.2 Increment Rates

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

Upon completion of the annual performance appraisal, an Employee whose performance is exceptional may receive a 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.

ARTICLE 10. RY ADMINISTRATION AND CLASSIFICATION

10.1 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
- a Responsibility for the Well-Being of Others
- a Latitude and Empowerment
- Information Analysis
- a Financial Responsibility
- a Confidentiality
- Planning
- Project Management
- Internal Contacts
- External Contacts
- Effort
- Physical Work Environment

10.2 Salary Administration and Classification Committee (Classification Committee)

The Classification Committee is accountable for the ongoing evaluation of positions. The mandate of the Classification Committee is to deliberate regarding all evaluation requests and new positions. The Classification Committee will meet on an as required basis. Upon finalization of the evaluation, the positions will be accorded a salary range based upon total points assigned by way of the evaluation system

The Classification Committee will consist of six (6) members:

- (i) one (1) representative from Human Resources;
- (ii) four (4) City Management appointees, (including at least one General Manager);
- (iii) one (1) member from the Association. The Association Member will also be a full participant with non-voting status.

10.3 Classification Evaluation Process - Initiation

An evaluation of the classification of a permanent SCMMA position may be initiated:

10.3.1 When there is significant change in existing positions:

- i) The Employee and/or Manager request an evaluation of the existing position. The job description is updated and signed off by the Manager and General Manager.
- ii) The Employee reviews the existing evaluation profile and then completes 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).
- iii) Results from ii) are reviewed by Manager/or General Manager.
- iv) 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).
- v) The Employee may appear before the Classification Committee to provide additional information that he believes is pertinent.
- vi) The Classification Committee will review all pertinent documentation on the position and then make its decision.
- vii) The Classification Committee's decision will be communicated to the Employee and Manager/General Manager 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.

10.3.2 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 new position's 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 will review all pertinent documentation on the new position and then make a decision.
- iv) The Classification Committee's decision will be communicated to the Manager/General Manager by Human Resources no later than ten (10) days after the Classification Committee's meeting.

- v) The incumbent in the new position will complete a Position Evaluation Questionnaire (PEQ) after twelve (12) months in the new position. An evaluation of the position will then occur as in 10.3.1 stated above.

10.4 Salary Administration and Classification Appeal Committee (Appeal Committee)

If a permanent Employee is dissatisfied with the decision of the Classification Committee, the Employee may appeal to the Appeal Committee in writing, with a copy to the President of the Association, documenting the reasons why the decision is considered unsatisfactory. Only those factors that the Employee feels are understated in the evaluation results shall be considered by the Appeal Committee.

An appeal must be initiated within thirty (30) days of receipt of notification of the decision of the Classification Committee. If an appeal is not initiated within thirty (30) days of the decision by the Classification Committee being delivered to the Employee, there shall be no further appeal.

The Appeal Committee will be comprised of:

- (i) two (2) SCMMA members, not from the same department that the appeal originates from, appointed by the SCMMA;
- (ii) one representative from Human Resources appointed by the City;
- (iii) one Manager, not from the same department that the appeal originates from, appointed by the City;
- (iv) one additional representative will be selected from a list of Managers which will be jointly developed between SCMMA and the City. The list shall be six (6) Managers who shall serve on the Appeal Committee on a rotational basis. The name selected from the list shall not be from the same department that the appeal originates from. The list of Managers to be used by the Committee shall be from below the General Manager level;
- (v) in addition, at the City's option, one additional representative from the Manager's list developed in (iv) above may also be chosen to sit as a non-voting observer.

The Appeal Committee will, within two months of receipt of the written appeal, hear the appeal and render a decision. Human Resources will provide the Appeal Committee with the Employee's completed Position Evaluation Questionnaire (PEQ) and a written summary of the Classification Committee's decision, and reasons for the decision at least ten (10) days prior to the appeal hearing. A copy of the written summary shall also be forwarded to the Employee and Association at least ten (10) days prior to the appeal hearing. The Employee may also make a written submission to the Appeal Committee which will be provided to Human Resources at least ten (10) days prior to the appeal hearing.

The majority decision of the Appeal Committee will be provided to the Employee in writing with a copy to the Association President within ten (10) days of the appeal hearing. The majority decision of the Appeal Committee will be considered final, and shall not be considered to be grievable.

ARTICLE 11. 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.

E 12. DISCRIMINATION AND SEXUAL HARASSMENT

The parties agree that there shall be no discrimination practised 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 sexual harassment. The Employer has developed a Sexual Harassment Policy covering all Employees of the Employer. Requests for information or concerns about sexual harassment can be directed to Human Resources or a member of the Association Executive.

ARTICLE 13. APPOINTMENTS/VACANCIES

Vacancies for permanent positions shall be posted for a period of five (5) days. A vacant position need not be posted where the Employer has obtained the consent of the President of the Association to not posting the position. A copy of postings shall be sent to the Secretary of the Association. Commensurate with the desire of the Employer to enhance the opportunity for career advancement, SCMMA Employees 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 the completion of a thorough evaluation of applicant SCMMA Employees prior to the evaluation of external candidates, A SCMMA Employee who is unsuccessful in the competition for such position vacancies shall be promptly notified of the reasons for his/her non-selection.

13.1 New Positions - Notification

On the creation of a new SCMMA position, the Employer shall notify the Secretary of the Association. The Association may make representation with respect to their views within five (5) days of notification.

ARTICLE 14. 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 15. PERFORMANCE OF DUTIES

15.1 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,

15.2 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.

15.3 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 or Vice President shall be notified. The Employee should be advised that they may request the presence of the President of the Association or his designate at the meeting where disciplinary action is to be taken. The Association will be provided with a copy of the disciplinary documentation.

ARTICLE 16. 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 17. TERMINATION OF EMPLOYMENT

17.1 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.

17.2 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 or Vice President 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 15.3 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.

17.3 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.

17.4 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 18. 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.

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:

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

18.2 If an Employee, or the Association on their behalf, 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.

18.3 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.

18.4 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 19. ARBITRATION PROCEDURE

19.1 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 Minister of Labour shall be asked to make an appointment.

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

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

19.4 The arbitrator's decision shall be binding.

ARTICLE 20. STATUTORY HOLIDAYS

Eleven (11) public holidays are provided annually as follows: New Year's 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 21. VACATION ENTITLEMENT

21.1 Annual Vacations

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

21.2 Earned Days Off (EDO)

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

ARTICLE 22. LEAVES

22.1 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:

22.1.1 Sick Leave Plan

For up to twelve (12) 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.

22.1.2 Long-Term Disability Plan

If same illness continues longer than one (1) year, or is recurring in nature, the Employee shall receive sixty percent (60%) of regular earnings, non-taxable, to a maximum amount of \$4,000.00 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.

22.2 Compassionate Leave

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

22.3 Maternity Leave

An Employee who has been employed for a total of at least twenty (20) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence, and who provides a medical certificate from a qualified medical practitioner stating she is pregnant, shall be eligible for maternity leave without pay. The maximum leave is twenty-six (26) weeks, commencing at any time during the period of twelve (12) weeks immediately preceding the estimated date of birth. Individual circumstances may warrant flexibility in timing of leave. Upon request, an Employee may be granted an additional leave of absence without pay. Total leave of absence, including the twenty-six (26) weeks set out above, shall not exceed fifty-two (52) weeks.

Effective January 1, 1999 when an Employee with at least six (6) months' service is on maternity leave in the course of her employment and is eligible for maternity Employment Insurance benefits pursuant to *The Employment Insurance Act (Canada)*:

- (a) The City of Saskatoon shall pay ninety-five percent (95%) of the Employee's regular salary for the first two (2) week period.
- (b) The City of Saskatoon shall pay the difference between the Employment Insurance benefits and ninety-five (95%) of the Employee's regular salary for thirteen (13) weeks.

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.

22.4 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.

22.5 Self-Funded Leave Plan

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

ARTICLE 23. EMPLOYEE BENEFITS

23.1 Superannuation

A Superannuation Plan shall be provided as detailed in Bylaw No. 4324.

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

23.2 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 \$300,000.00;
 - (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.

23.3 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:

Basic Work - 80 percent (80%) to an annual maximum of \$1,500.00.

Major Work - 60 percent (60%) to an annual maximum of \$1,500.00.

Orthodontic Work - 50 percent (50%) to a lifetime maximum of \$1,500.00.

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*.

23.4 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.

23.5 Car Allowance

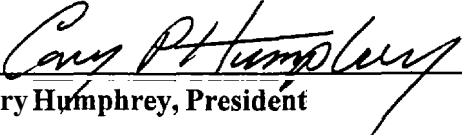
Where an Employee is required to use his vehicle for City business, City Policy #A03-021, Local Travel-Employees shall apply.

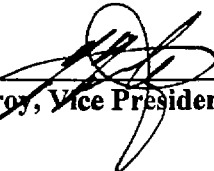
23.6 Employee Development

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:

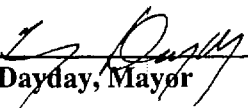
- (a) Financial reimbursement for approved courses;
- (b) Participation in select seminars at recognized institutions and "in-service" training programs;
- (c) Educational leave considered on an individual basis.


**THE SASKATOON CIVIC MIDDLE
MANAGEMENT ASSOCIATION**


Cary Humphrey, President


Tom Milroy, Vice President

THE CITY OF SASKATOON


H. Dayday, Mayor


J. Mann, City Clerk

APPENDIX A

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 Revenue Canada, Taxation.

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 with the exception of the first year of the Plan's operation 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.

**EFFECTIVE JANUARY 1, 1998 TO DECEMBER 31, 1998
(SALARY SCHEDULE ONLY)**

Grade 1	Minimum	Maximum
Annual	23,080.00	27,095.00
Monthly	1,923.33	2,257.92
Pay Period	961.67	1,128.96
36.67 Hr	12.10	14.21
Grade 2	Minimum	Maximum
Annual	25,960.00	30,495.00
Monthly	2,163.33	2,541.25
Pay Period	1,081.67	1,270.63
36.67 Hr	13.61	15.99
Grade 3	Minimum	Maximum
Annual	28,845.00	33,895.00
Monthly	2,403.75	2,824.58
Pay Period	1,201.88	1,412.29
36.67 Hr	15.13	17.77
Grade 4	Minimum	Maximum
Annual	32,350.00	38,015.00
Monthly	2,695.83	3,167.92
Pay Period	1,347.92	1,583.96
36.67 Hr	16.96	19.93
Grade 5	Minimum	Maximum
Annual	37,190.00	43,745.00
Monthly	3,099.17	3,645.42
Pay Period	1,549.58	1,822.71
36.67 Hr	19.50	22.94
Grade 6	Minimum	Maximum
Annual	39,975.00	46,975.00
Monthly	3,331.25	3,914.58
Pay Period	1,665.63	1,957.29
36.67 Hr	20.96	24.63
Grade 7	Minimum	Maximum
Annual	45,225.00	53,195.00
Monthly	3,768.75	4,432.92
Pay Period	1,884.38	2,216.46
36.67 Hr	23.72	27.89
Grade 8	Minimum	Maximum
Annual	48,730.00	57,380.00
Monthly	4,060.83	4,781.67
Pay Period	2,030.42	2,390.83
36.67 Hr	25.55	30.09

APPENDIX B: Page 2
EFFECTIVE JANUARY 1, 1998 TO DECEMBER 31, 1998
(SALARY SCHEDULE ONLY)

Grade 9	Minimum	Maximum
Annual	54,085.00	63,670.00
Monthly	4,507.08	5,305.83
Pay Period	2,253.54	2,652.92
36.67 Hr	28.36	33.39

Grade 10	Minimum	Maximum
Annual	60,165.00	70,775.00
Monthly	5,013.75	5,897.92
Pay Period	2,506.88	2,948.96
36.67 Hr	31.55	37.11

**EFFECTIVE JANUARY 1, 1999 TO DECEMBER 31, 1999
(SALARY SCHEDULE ONLY)**

Grade 1	Minimum	Maximum
Annual	23,540.00	27,635.00
Monthly	1,961.67	2,302.92
Pay Period	980.83	1,151.46
36.67 Hr	12.34	14.49

Grade 2	Minimum	Maximum
Annual	26,480.00	31,105.00
Monthly	2,206.67	2,592.08
Pay Period	1,103.33	1,296.04
36.67 Hr	13.89	16.31

Grade 3	Minimum	Maximum
Annual	29,420.00	34,575.00
Monthly	2,451.67	2,881.25
Pay Period	1,225.83	1,440.63
36.67 Hr	15.43	18.13

Grade 4	Minimum	Maximum
Annual	32,995.00	38,775.00
Monthly	2,749.58	3,231.25
Pay Period	1,374.79	1,615.63
36.67 Hr	17.30	20.33

Grade 5	Minimum	Maximum
Annual	37,935.00	44,620.00
Monthly	3,161.25	3,718.33
Pay Period	1,580.63	1,859.17
36.67 Hr	19.89	23.40

Grade 6	Minimum	Maximum
Annual	40,775.00	47,915.00
Monthly	3,397.92	3,992.92
Pay Period	1,698.96	1,996.46
36.67 Hr	21.38	25.13

Grade 7	Minimum	Maximum
Annual	46,130.00	54,260.00
Monthly	3,844.17	4,521.67
Pay Period	1,922.08	2,260.83
36.67 Hr	24.19	28.45

Grade 8	Minimum	Maximum
Annual	49,705.00	58,530.00
Monthly	4,142.08	4,877.50
Pay Period	2,071.04	2,438.75
36.67 Hr	26.06	30.69

APPENDIX B: Page 2
EFFECTIVE JANUARY 1, 1999 TO DECEMBER 31, 1999
(SALARY SCHEDULE ONLY)

Grade 9	Minimum	Maximum
Annual	55,165.00	64,948.00
Monthly	4,597.08	5,412.08
Pay Period	2,298.54	2,706.04
36.67 Hr	28.03	34.06

Grade 10	Minimum	Maximum
Annual	61,370.00	72,190.00
Monthly	5,114.17	6,015.83
Pay Period	2,557.08	3,007.92
36.67 Hr	32.8	37.36

APPENDIX B: Page 1
EFFECTIVE JANUARY / ,2000 TO DECEMBER 31, 2000

Grade 1	Minimum	Maximum
Annual	24,010.00	28,190.00
Monthly	2,000.83	2,349.17
Pay Period	1,000.42	1,174.58
36.67 Hr	12.59	14.78

Secretary I

Grade 2	Minimum	Maximum
Annual	27,010.00	31,725.00
Monthly	2,250.83	2,643.75
Pay Period	1,125.42	1,321.88
36.67 Hr	14.16	16.64

Secretary II

Grade 3	Minimum	Maximum
Annual	30,010.00	35,265.00
Monthly	2,500.83	2,938.75
Pay Period	1,250.42	1,469.38
36.67 Hr	15.74	18.49

Secretary III

Grade 4	Minimum	Maximum
Annual	33,655.00	39,550.00
Monthly	2,804.58	3,295.83
Pay Period	1,402.29	1,647.92
36.67 Hr	17.65	20.74

Engineer I

Grade 5	Minimum	Maximum
Annual	38,695.00	45,510.00
Monthly	3,224.58	3,792.50
Pay Period	1,612.29	1,896.25
36.67 Hr	20.29	23.86

Schedules Planner - US Transit
 Service Supervisor - US Transit

APPENDIX B: Page 2
EFFECTIVE JANUARY 1, 2000 TO DECEMBER 31, 2000

Grade 6	Minimum	Maximum
Annual	41,590.00	48,875.00
Monthly	3,465.83	4,072.92
Pay Period	1,732.92	2,036.46
36.67 Hr	21.81	25.63

Body Shop Supervisor - US Transit
 Chemist
 Emergency Measures Coordinator
 Meter Shop Superintendent
 Program Manager (Traffic Management)
 Training Coordinator

Communication Administrator
 Mechanical Supervisor,- US Transit
 Operations Supervisor
 Systems & Training Coordinator
 V & E Foreman

Grade 7	Minimum	Maximum
Annual	47,055.00	55,345.00
Monthly	3,921.25	4,612.08
Pay Period	1,960.63	2,306.04
36.67 Hr	24.67	29.02

Accounting Coordinator
 Corporate Records Manager
 Environmental Engineer
 Facility Supervisor
 Mechanical Engineer
 Plan Approval Engineer
 Specifications and Research Engineer
 Systems Coordinator
 Utility Services Manager

Cemeteries Superintendent
 Engineer II
 Facilities Superintendent
 Manager, Inventory and Disposal
 Manager Marketing CY
 Race Relations Coordinator
 Support Services Manager - IS
 Technical Support Coordinator

APPENDIX B: Page 3
EFFECTIVE JANUARY 1, 2000 TO DECEMBER 31, 2000

Grade 8	Minimum	Maximum
Annual	50,700.00	59,700.00
Monthly	4,225.00	4,975.00
Pay Period	2,112.50	2,487.50
36.67 Hr	26.59	31.31
37.33 Hr	26.12	30.76

Accounting Manager
 Assessment Manager
 Building Inspection Engineer
 Design Engineer
 Information Technology Consultant
 Investment Coordinator
 Land Development Manager
 Liaison Officer
 Manager, Service Development & Planning -US
 Parking Services Manager
 Parks Superintendent
 Planning Engineer
 Project Engineer
 Roadway Systems Engineer
 Senior Planner II
 Supervisor
 Systems Operation Engineer
 Traffic Signals Manager
 Utility Rate Analyst

Architect
 Bridges and Structures Manager
 Communication Systems Engineer
 Information Management Consultant
 Infrastructure Engineer
 Laboratory Services Coordinator
 Landscape Development Coordinator
 Maintenance Support Manager
 Operations Superintendent
 Parking Enforcement Coordinator
 Pavement Engineer
 Plant Superintendent
 Project Services Manager
 Senior Plan Approval Engineer
 Superintendent Solid Waste
 Support Services Manager - CY
 Trades Superintendent
 Urban Design Coordinator
 Vehicle and Equipment Supervisor

Grade 9	Minimum	Maximum
Annual	56,270.00	66,245.00
Monthly	4,689.17	5,520.42
Pay Period	2,344.58	2,760.21
36.67 Hr	29.51	34.74

Accounting Control Manager
 Construction Services Manager
 Maintenance Manager - US Transit
 Planning and Design Manager
 Revenue Collection Manager
 Roadways Manager
 Traffic Planning Engineer
 Water and Sewer Manager

Asset Preservation Manager
 Customer Relations Engineer
 Operations Engineer
 Manager, Purchasing Services
 Risk Management and Administration Manager
 Traffic Management Manager
 Vehicle and Equipment Manager

Grade 10	Minimum	Maximum
Annual	62,595.00	73,635.00
Monthly	5,216.25	6,136.25
Pay Period	2,608.13	3,068.13
36.67 Hr	32.82	38.61

APPENDIX C
VACATION ALLOTMENT

YEARS OF SERVICE	ALLOTMENT (including E.D.O.'s)
1 - 4	15 days
5	16
6	17
7	18
8	19
9	20
10	21
11	22
12	23
13	24
14	25
15	26
16	27
17	28
18	29
19	29
20	29
21	29
22	29
23	29
24	30
25 onward	30