COLLECTIVE AGREEMENT

DECEIVED.

BETWEEN

THE CITY OF SASKATOON

AND

THE SASKATOON CIVIC MIDDLE MANAGEMENT ASSOCIATION

COVERING THE PERIOD FROM JANUARY 1, 2007 TO DECEMBER 31, 2009

12576 (04)

SASKATOON CIVIC MIDDLE MANAGEMENT ASSOCIATION

GENERAL PROVISIONS

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This Collective Agreement made this 7th day of March, 2007

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 I. 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, 2009. This Agreement shall come into force and take effect as of January **2007**, and continue in force until December 31, 2009, 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 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; 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.

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

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

4.2 Association Membership

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

4.3 Information to New Members

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

4.4 Deduction of Association Dues

The Employer shall deduct, as a condition of employment, dues as the Association may direct in writing through its President, for the full preceding month an amount from each such Employee and remit the same on the 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.

4.4.1 Dues Receipts

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

4.5 Correspondence

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

4.6 Notification of Change of Status

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

4.7 List of Positions

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

ARTICLE 5. SALARIES

The rates of pay for the pay grades for the duration of this Agreement shall be set out in the current Saskatoon Civic Middle Management Association pay schedule which is attached hereto and forms 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, APPLICATION OF FLEXTIME, TEMPORARY ASSIGNMENTS AND STANDBY

8.1 Overtime Pay

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

8.2 Application of Flextime

Unless warranted by extraordinary circumstances, no overtime is payable as a general and basic principle, except for Employees covered by Subsection 8.1. An irregular pattern of hours and some additional work time may be necessary to fulfill the regular responsibilities of a position. However, where Employees are required to work hours beyond this expectation, such Employees shall be entitled to equal time off at the discretion of their 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

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.

8.4 Standby

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

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. SALARY 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 €valuation System consists of seventeen (17) compensable factors. They are:

- U Education and Experience
- U Communication Skills
- Change Management
- Problem Solving
- U Responsibility for Supervision of Employees
- Impact of Decisions on Municipal Programs or Services
- U Responsibility for the Well-Being of Others

- Latitude and Empowerment
- **U** Information Analysis
- Financial Responsibility
- 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 **(I**r**)** presentative 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:

- 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.
- 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.: updatedjob 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.
- 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.
- 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 Effective Date of Evaluation

Upwards re-evaluations 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.

The City will review with the SCMMA the job evaluation system Position Evaluation Questionnaire (PEQ) document for clarity and examples by June 30, 2005. The SCMMA will participate through its member on the Committee.

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.

ARTICLE 12. 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 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 Association Executive Board to not post 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" shalt 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 or temporary **SCMMA** position, the Employer shall notify the Secretary of the Association, The Association may make representation with respect to their views on the jurisdiction of the position within five (5) days of notification or at some other agreed time.

ARTICLE 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, 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.

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, 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 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 **sha**ll 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

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 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, Adoption and Parental Leave

An employee who has completed twenty (20) 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. Except as noted in Article 22.3.4, such leave(s) shall be without pay.

- 22.3.2.1 The employee is entitled to eighteen (18) weeks of maternity leave. The leave can start at any time during the twelve (12) weeks before the estimated date of birth. The employee shall give four (4) weeks of written notice prior to the commencement of the leave.
- 22.3.2.2 An employee who is the primary caregiver is entitled to eighteen (18) weeks of adoption leave. The employee shall give four weeks written notice before the day the child comes into his or her care. If the employee is unable to give proper notice, whatever notice is provided by Social Services, the adoption agency, or the birth parents shall be given to the Employer, The employee shall provide a minimum of four weeks' written notice of his or her intended date of return to work.
- 22.3.2.3 If the employee is eligible for maternity or adoption leave, the employee is entitled to thirty-four (34) weeks of parental leave. If the employee is not eligible for maternity or adoption leave, the employee is entitled to thirty-seven (37) weeks of parental leave. The employee shall provide at least four weeks notice of commencement of the leave. The employee shall provide at least four weeks' written notice of his or her intended date of return to work. In the case of adoption, if the employee is unable to give proper notice, whatever notice is provided by Social Services, the adoption agency, or the birth parents shall be given to the Employer.
- 22.3.2.4 If the employee does not give four (4) weeks notice before starting a parental leave, the Employer shall provide a parental leave to commence within three (3) weeks after the date of birth or the day the adopted child came into the employee's care.
- 22.3.2.5 Parental leave must be taken between the period of twelve (12) weeks before **and** fifty-two (52) weeks after the estimated date of birth or estimated date on which an adopted child will come into the care of the employee.
- **22.3.3** 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):
- **22.3.4.** The Employer shall pay 95% of the member's regular salary for the first two (2) week period.
- 22.3.4.2 The Employer shall pay the difference between the Employment Insurance benefits and 95% of the member's regular rate of pay for 13 weeks.
- 22.3.5 An employee on maternity leave will not have her salary increment dates affected by the fifteen (15) week health related portion of the maternity leave.

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 pian 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 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 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 pian 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;
 - 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.

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.

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

When an Employee is required to use his vehicle for City business, City Policy#A03-021, <u>Local Travel-Employees</u> 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.

Wages

January 1, 2007 – Employees shall receive a 4% increase. January 1, 2008 – Employees shall receive a 4% increase. January 1, 2009 – Employees shall receive a 4% increase.

THE SASKATOON CIVIC MIDDLE **MANAGEMENTASSOCIATION**

President

Labour Relations Director

THE CITY OF SASKATOON

D. Atchison, Mayor

J. Mann, City Clerk

APPENDIX A DEFERRED SALARY LEAVE PLAN

CITY OF SASKATOON DEFERRED SALARY LEAVE PLAN

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

1. What is the purpose of the plan?

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

2. Who is eligible to join the plan?

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

3. What are the enrollment procedures?

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

4. How much salary can be deferred?

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

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

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

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.

APPENDIX B WAGE SCHEDULES SASKATOON CIVIC MIDDLE MANAGEMENT ASSOCIATION Effective: January 01, 2007 to December 31, 2007

Grade 01 ANNUAL MONTHLY	Minimum \$29,140.80	Maximum \$34,213.92
PAY PERIOD	\$2,428.40 \$1,214.20	\$2,851.16 \$1,405.59
36.67 HR	\$1,214.20 \$15.28	\$1,425.58 \$17.94
	Φ15.2 0	\$17.5 4
Secretary I		
Grade 02	Minimum	Maximum
ANNUAL	\$32,782.32	\$38,504.64
MONTHLY	\$2,731.86	\$3,208.72
PAY PERIOD	\$1,365.93	\$1,604.36
36.67 HR	\$17.19	\$20.19
Secretary II		
Grade 03	Minimum	Maximum
ANNUAL	\$36,423.12	\$42,801.12
MONTHLY	\$3,035.26	\$3,566.76
PAY PERIOD	\$1,517.63	\$1,783.38
36.67 HR	\$19.10	\$22.44
Human Resources Information Clerk	Secretary III	
Grade 04	Minimum	Maximum
ANNUAL	\$40,846.80	\$48,001.92
MONTHLY	\$3,403.90	\$4,000.16
PAY PERIOD	\$1,701.95	\$2,000.08
36.67 HR	\$21.42	\$25.17
Engineer I		
Grade 05	Minimum	Maximum
ANNUAL	\$46,963.68	\$55,235.04
MONTHLY	\$3,913.64	\$4,602.92
PAY PERIOD	\$1,956.82	\$2,301.46
36.67 HR	\$24.63	\$28.96
Access Transit Supervisor Parking Enforcement Coordinator	Customer Service a Service Supervisor	and Dispatch Supervisor

SASKATOON CIVIC MIDDLE MANAGEMENT ASSOCIATION Effective: January 01, 2007 to December 31, 2007

Grade 06		Minir		Maximum
ANNUAL		\$50,47		\$59,319.36
MONTHLY		\$4,20		\$4,943.28
PAY PERIOD		\$2,10		\$2,471.64
36.67 HR		\$2	6.47	\$31.11
Body Shop Supervisor Mechanical Shop Supervisor Police Fleet Supervisor Training Coordinator	Chemist Access Transit Supervis Safety and Training Coc			cation Administrator and Training Coordinator
Grade 07 ANNUAL		Minin \$57,11	0.40	Maximum \$67,171.92
MONTHLY PAY PERIOD 36.67 HR		\$4,75 \$2,37 \$2		\$5,597.66 \$2,798.83 \$35.22
Accounting Coordinator Engineer II Inventory Disposal Manager Meter Shop Superintendent POSSE Workflow Coordinator Superintendent Special Projects Traffic Engineer	Community Initiatives M Facilities Superintenden Marketing Manager Neighbourhood Services Specifications and Rese Systems Coordinator Utility Services Manager	t s Manage earch Eng	Facility Sup Mechanica F Plan Appro ineer	al Engineer
Grade 08		Minin	num	Maximum
ANNUAL		\$61,53	4.32	\$72,457.44
MONTHLY	• 4	\$5,12	7.86	\$6,038.12
PAY PERIOD		\$2,56	3.93	\$3,019.06
36.67 HR		\$3	2.27	\$37.99
Access Transit Manager Architect Building Inspection Engineer Design Engineer Facility Supervisor (Zoo)	Accounting and Support Assessment Manager Communication Systems Environmental Programs Generation Engineer	s Enginee	Bridges an er Customer	
Information Management Consult Infrastructure Engineer Landscape Development Coordin Maintenance Support Manager Parks Superintendent Planning Engineer Senior Planner II	ant Investment Coordinator	ansit Man	Laboratory Maintenan Parking Se ager	n Technology Consultant Services Coordinator ce Engineer ervices Manager Systems Engineer
Support Services Manager	System Operation and A			
Traffic Safety Engineer	Utility Rate Analyst		•	d Equipment Supervisor

SASKATOON CIVIC MIDDLE MANAGEMENT ASSOCIATION Effective: January 01, 2007 to December 31, 2007

Minimum

Maximum

ANNUAL	\$68,29	4.88	\$80,401.44
MONTHLY	\$5,69	1.24	\$6,700.12
PAY PERIOD	\$2,84	5.62	\$3,350.06
36.67 HR	\$3	5.81	\$42.16
Asset Preservation Manager Environmental Operations Manage Land Development Manager Planning and Design Engineer Senior Plan Approval Engineer	Customer Relations Manager er Maintenance Manager Project Services Manager Senior Planner!!!	Customer Serv Land Bank Ma Operations Ma Purchasing Se	nager
Senior Project Management Engine Traffic Operations Engineer	eer Traffic Planning Engineer	Traffic Manage	ement Engineer

Grade 09

Grade 10	Minimum	Maximum
ANNUAL	\$ 75,971 <i>.</i> 28	\$89,370.48
MONTHLY	\$6,330.94	\$7,447.54
PAY PERIOD	\$3,165.47	\$3,723.77
36.67 HR	\$39.84	\$46.86

Transportation Design and Development Engineer

Capital and Operating Projects Manager
Engineering and Technical Support Manager
Roadways Manager
Traffic Engineering Manager
Water and Sewer Manager

Construction Services Manager
Planning and Design Manager
Vehicle and Equipment Manager

SASKATOON CIVIC MIDDLE MANAGEMENT ASSOCIATION Effective: January 01, 2008 to December 31, 2008

Grade 01	Minimum	Maximum
ANNUAL	\$30,306.48	\$35,582.40
MONTHLY	\$2,525.54	\$2,965.20
PAY PERIOD	\$1,262.77	\$1,482.60
36.67 HR	\$ 15.89	\$18.66
Secretary I		
Grade 02	Minimum	Maximum
ANNUAL	\$34,093.68	\$40,044.72
MONTHLY	\$2,841.14	\$3,337.06
PAY PERIOD	\$1,420.57	\$1,668.53
36.67 HR	\$17.88	\$21.00
Secretary II		
Grade 03	Minimum	Maximum
ANNUAL	\$37,880.16	\$44,513.28
MONTHLY	\$3,156.68	\$3,709.44
PAY PERIOD	\$1,578.34	\$1,854.72
36.67 HR	\$19.86	\$23.34
Human Resources Information Cl	erk Secretary III	
Grade 04	Minimum	Maximum
ANNUAL	\$42,480.72	\$49,921.92
MONTHLY	\$3,540.06	\$4,160.16
PAY PERIOD	\$1,770.03	\$2,080.08
36.67 HR	\$22.28	\$26.18
Engineer I		
Grade 05	Minimum	Maximum
ANNUAL	\$48,842.16	\$57,444.48
MONTHLY	\$4, 070.18	\$4,787.04
PAY PERIOD	\$2,035.09	\$2,393.52
36.67 HR	\$25.61	\$30.12
Access Transit Supervisor	Customer Service and Dispatch Supervisor	r

Parking Enforcement Coordinator Service Supervisor

SASKATOON CIVIC MIDDLE MANAGEMENT ASSOCIATION Effective: January 01, 2008 to December 31, 2008

Grade 06	Minir	mum	Maximum
ANNUAL	\$52,49	6.64	\$61,692.24
MONTHLY	\$4,37	4.72	\$5,141.02
PAY PERIOD	\$2,18	7.36	\$2,570.51
36.67 HR	•	7.53	\$32.35
Body Shop Supervisor Mechanical Shop Supervisor	Chemist Access Transit Supervisor	Communic	cation Administrator
Police Fleet Supervisor Training Coordinator	Safety and Training Coordinator	Systems a	nd Training Coordinator
Grade 07	Minir	num	Maximum
ANNUAL	\$59,39	4.72	\$69,858.72
MONTHLY	\$4,94	9.56	\$5,821.56
PAY PERIOD	\$2,47	4.78	\$2,910.78
36.67 HR	\$3	1.14	\$36.63
Accounting Coordinator Engineer II Inventory Disposal Manager Meter Shop Superintendent POSSE Workflow Coordinator Superintendent Special Projects Traffic Engineer	Community Initiatives Manager Facilities Superintendent Marketing Manager Neighbourhood Services Manage Specifications and Research Eng Systems Coordinator Utility Services Manager	Facility Su Mechanica r Plan Appro ineer	al Engineer
Grade 08	Minir	mum	Maximum
ANNUAL	\$63,99		\$75,355.68
MONTHLY	\$5,33		\$6,279.64
PAY PERIOD	\$2,66		\$3,139.82
36.67 HR		3.56	\$39.51
Access Transit Manager Architect Building Inspection Engineer Design Engineer Facility Supervisor (Zoo)	Accounting and Support Services Assessment Manager Communication Systems Enginee Environmental Programs Manage Generation Engineer	Bridges an er Customer	nd Structures Manager Services Manager
Information Management Consult Infrastructure Engineer Landscape Development Coordin Maintenance Support Manager Parks Superintendent Planning Engineer Senior Planner II Support Services Manager Traffic Safety Engineer Utility Ra	ant Investment Coordinator ator Operations Superintendent Planning and Access Transit Man Project Engineer Senior Planning Engineer System Operation and Asset Man	Laboratory Maintenan Parking Se ager Roadway S Supervisor	
, ,	•	•	

SASKATOON CIVIC MIDDLE MANAGEMENT ASSOCIATION Effective: January 01, 2008 to December 31, 2008

Grade 09	Minlmum	Maximum
ANNUAL	\$71,026.56	\$83,617.44
MONTHLY	\$5,918.88	\$6,968.12
PAY PERIOD	\$2,959.44	\$3,484.06
36.67 HR	\$37.24	\$43.85

Asset Preservation Manager **Customer Relations Manager** Environmental Operations Manager

Land Development Manager Maintenance Manager Planning and Design Engineer Project Services Manager Senior Planner III

Senior Plan Approval Engineer

Senior Project Management Engineer

Traffic Operations Engineer Traffic Planning Engineer

Transportation Design and Development Engineer

Water and Sewer Manager

Customer Service Manager Land Bank Manager Operations Manager Purchasing Services Manager

Traffic Management Engineer

Grade 10	Minimum	Maximum
ANNUAL	\$79,010.16	\$92,945.28
MONTHLY	\$6,584.18	\$7,745.44
PAY PERIOD	\$3,292.09	\$3,872.72
36.67 HR	\$41.43	\$48.74

Capital and Operating Projects Manager Engineering and Technical Support Manager Roadways Manager Traffic Engineering Manager

Construction Services Manager Planning and Design Manager Vehicle and Equipment Manager

SASKATOON CIVIC MIDDLE MANAGEMENT ASSOCIATION Effective: January 01, 2009 to December 31, 2009

Grade 01	Minimum	Maximum
ANNUAL	\$31,518.72	\$37,005.60
MONTHLY	\$2,626.56	\$3,083.80
PAY PERIOD	\$1,313.28	\$1,541.90
36.67 HR	\$16.53	\$19.40
Secretary I		
Grade 02	Minimum	Maximum
ANNUAL	\$35,457.36	\$41,646.48
MONTHLY	\$2,954.78	\$3,470.54
PAY PERIOD	\$1,477.39	\$1,735.27
36.67 HR	\$18.59	\$21.84
Secretary tI		
Grade 03	Minim um	Maximum
ANNUAL	\$39,395.28	\$46,293.84
MONTHLY	\$3,282.94	\$3,857.82
PAY PERIOD	\$1,641.47	\$1,928.91
36.67 HR	\$20.66	\$24.28
Human Resources Information Cle	rk Secretary III	
Grade 04	Minimum	Maximum
ANNUAL	\$44,179.92	\$51,918.72
MONTHLY	\$3,681.66	\$4,326.56
PAY PERIOD	\$1,840.83	\$2,163.28
36.67 HR	\$23,17	\$27.22
0 1 4		
Grade 05	Minimum	Maximum
ANNUAL	\$50,795.76	\$59,742,24
MONTHLY	\$4,232.98	\$4,978.52
PAY PERIOD	\$2,116.49	\$2,489.26
36.67 HR	\$26.64	\$31,33
Access Transit Supervisor Parking Enforcement Coordinator	Customer Service and Dispatch Supervisor Service Supervisor	r

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SASKATOON CIVIC MIDDLE MANAGEMENT ASSOCIATION Effective: January 01, 2009 to December 31, 2009

Grade 06	Minin	num	Maximum
ANNUAL	\$54,59	6.40	\$64,159.92
MONTHLY	\$4,54	9.70	\$5,346.66
PAY PERIOD	\$2,27	4.85	\$2,673.33
36.67 HR	\$2	8.63	\$33.64
Body Shop Supervisor Mechanical Shop Supervisor	Chemist Access Transit Supervisor	Communicat	ionAdministrator
Police Fleet Supervisor Training Coordinator	Safety and Training Coordinator	Systems and	Training Coordinator

Minimum

\$61,770,48

Maximum

\$72,653.04

MONTHLY	\$5,147	⁷ .54 \$6,054.42	
PAY PERIOD	\$2,573	\$3,027.21	
36.67 HR	\$32	:.39 \$38.10	
Accounting Coordinator Engineer II Inventory Disposal Manager Meter Shop Superintendent POSSE Workflow Coordinator	Community Initiatives Manager Facilities Superintendent Marketing Manager Neighbourhood Services Manager Specifications and Research Engir	neer	
Superintendent Special Projects	Systems Coordinator	Technical Support Coordinate	or

Grade 08	Minimum	Maximum
ANNUAL	\$66,555.60	\$78,369.84
MONTHLY	\$5,546.30	\$6,530.82
PAY PERIOD	\$2,773.15	\$3,265.41
36.67 HR	\$34.90	\$41,10

Utility Services Manager

FAI FERIOD	Φ2,	113.15	φ3,200.41
36.67 HR		\$34.90	\$41.10
Access Transit Manager	Accounting and Support Service	es Manager	
Architect	Assessment Manager	Bridges ar	nd Structures Manager
Building Inspection Engineer	Communication Systems Engin	eer Customer	Services Manager
Design Engineer	Environmental Programs Mana	ger Facility Pla	anner
Facility Supervisor (Zoo)	Generation Engineer		
Information Management Consult	ant	Informatio	n Technology Consultant
InfrastructureEngineer	Investment Coordinator		y Services Coordinator
Landscape Development Coordin	ator	Maintenar	nce Engineer
Maintananaa Sunnart Managar	Operations Superintendent	Darking S	on ilogo Monagor

Maintenance Support Manager Parks Superintendent Operations Superintendent Par Planning and Access Transit Manager Parking Services Manager

Grade 07

Traffic Engineer

ANNUAL

Planning Engineer **Project Engineer** Roadway Systems Engineer

Senior Planner II Senior Planning Engineer Supervisor

Support Services Manager System Operation and Asset Manager

Traffic Safety Engineer Utility Rate Analyst Vehicle and Equipment Supervisor

SASKATOON CIVIC MIDDLE MANAGEMENT ASSOCIATION Effective: January 01, 2009 to December 31, 2009

Grade 09	Minimum	Maximum
ANNUAL	\$73,867.68	\$86,962.08
MONTHLY	\$6,155.64	\$7,246.84
PAY PERIOD	\$3,077.82	\$3,623.42
36.67 HR	\$38.73	\$45.60

Asset Preservation Manager

Environmental Operations Manager

Land Development Manager

Maintenance Manager

Planning and Design Engineer

Senior Plan Approval Engineer

Senior Project Management Engineer

Customer Service Manager

Land Bank Manager

Operations Manager

Purchasing Services Manager

Purchasing Services Manager

Traffic Management Engineer

Traffic Operations Engineer Traffic Planning Engineer

Transportation Design and Development Engineer

Grade 10	Minimum	Maximum
ANNUAL	\$82,170.48	\$96,663.12
MONTHLY	\$6,847.54	\$8,055.26
PAY PERIOD	\$3,423.77	\$4,027.63
36.67 HR	\$43.09	\$50.69

Capital and Operating Projects Manager
Engineering and Technical **Support** Manager
Roadways Manager
Traffic Engineering Manager
Water and Sewer Manager

APPENDIX C VACATION ALLOTMENT

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

DATE: October 30, 2007

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SUMMARY OF AGREEMENT

EMPLOYER: The City of Saskatoon NUMBER OF EMPLOYEES:

UNION OR ASSOCIATION: Saskatoon Civic Middle Management Association

PERIOD OF AGREEMENT: January 1, 2007 to December 31, 2009

RENEWAL: X NEW:

DURATION OF PREVIOUS CONTRACT: January 1, 2004 to December 31, 2006

AGREEMENT REACHED THROUGH: Negotiation

SALARY INCREASE

January 1, 2007 4%

January 1, 2008 4%

January 1, 2009 4%

General Superannuation Plan

Unfunded Liability

The City of Saskatoon and General Superannuation Plan members will share the cost of eliminating the current unfunded liability (30.6 million dollars as at December 31, 2005) by each increasing contribution rates by 0.61%, based on a three-year phase-in period (January 1st in each year of 2007, 2008, and 2009). This would be a permanent increase. The contribution rates would not revert back to the current contribution rates after the three year phase in period. The City of Saskatoon and General Superannuation Plan members will commence payment of the increased contribution rates on January 1, 2007.

Plan Improvement

The City of Saskatoon and General Superannuation Plan members will share the cost of extending the 2% benefit formula for five years (2009-2013) by each increasing contribution rates by 0.29%, based on a three-year phase-in period (January 1st in each year of 2007, 2008, and 2009). This would be a permanent increase. The contribution rates would not revert back to the current contribution rates after the three year phase in period. The City of Saskatoon and General Superannuation Plan members will commence payment of the increased contribution rates on January 1, 2007.

FOR FURTHER INFORMATION CONTACT:.

NAME: Pat Savoie TITLE: Labour Relations Officer

ADDRESS: Human Resources Department PHONE: (306) 975-3265 222 - 3rd Avenue N. FAX: (306) 975-3247

Saskatoon, SK S7K 0J5 EMAIL: pat.savoie@saskatoon.ca

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