

**The Saskatoon Civic Middle Management Association, Local 222
Revisions to the Collective Agreement
July 8, 2021**

Negotiations between the City of Saskatoon (City) and Saskatoon Civic Middle Management Association (SCMMA), Local No. 222, started on November 2, 2020, and a Tentative Agreement was reached on July 8, 2021. The term of the agreement is for five (5) years. The Association ratified the Tentative Agreement on July 15, 2021.

The term of the agreement is for the period January 1, 2019 to December 31, 2023. Terms of the new collective agreement include:

1. Wages

There are four (4) General Economic wage increases over the five (5) year term:

- July 1, 2019 – 1.75%.
- April 1, 2020 – 1.60%.
- January 1, 2021 – 1.60%.
- January 1, 2022 – 1.95%.
- There is no wage increase in 2023.

2. Term

The term of the agreement is for five (5) years, for the period January 1, 2019 to December 31, 2023.

3. Collective Agreement Changes

Article 4 - Application of this Agreement/Scope and Recognition

The change reflects the current practices in relation to the deduction and remittance of Association dues, levies and assessments. The change also clarifies the Association's obligations to advise the City of the amount of the deduction(s) and to provided sixty (60) days advanced notice of any changes. The language also confirms that Sections 6-42 – (Union Security Clause) and 6-43 – (Employer to deduct dues) of *The Saskatchewan Employment Act* applies.

Article 7 - Overtime, Application of Flextime, Temporary Assignments and Standby

The change clarifies practice in relation to overtime and flextime. In extraordinary circumstances, where overtime is required, eligible employees will be entitled to overtime in accordance with the collective agreement and *The Saskatchewan Employment Act* at a rate of time and one-half.

Employees who are ineligible for overtime and required to work additional hour beyond what is expected of the position shall be entitled to equal time off at the discretion of their Director. Overtime and flextime must be approved by the Manager in advance.

7.3 - Temporary Assignments

The change clarifies that temporary assignments shall be compensated in accordance with the Temporary Assignments Administrative Procedures HR-001.

7.4 - Standby

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

The parties agreed to improve the standby compensation effective January 1, 2022. Compensation for standby duty for each day on a weekend (or regular day off) will be increased from 2 hours to 3 hours. For example, an employee on standby for the period Friday 12:00 midnight to Saturday 12:00 midnight or Saturday 12:00 midnight to Sunday 12:00 midnight will be entitled to 3 hours compensation effective January 1, 2022 (previously 2 hours).

Article 12. Appointments/Vacancies

The change now requires the City to post temporary positions that are anticipated to be greater than one year.

In addition, permanent employees may, before accepting a temporary position with the City of Saskatoon, request a letter from their Director confirming that their position will not be permanently posted for the duration of the employee's temporary absence that was approved by the Director. If the Director does decide to permanently post the position the employee will be able to return to a comparable permanent position at the same pay grade upon completion of the approved period of absence.

Article 12.5 - Extension of Temporary Positions

The change permits the City to extend temporary position for a period of two (2) years beyond the initial term without reposting. Extensions beyond the additional two (2) years are subject to approval from the Association.

In addition, when the City creates a new position and posts the position with a notation that the position may become permanent the City may post the position or offer the incumbent the position without posting.

Article 13. Probationary Period

The change results in employees in temporary positions not being subject to another trial period if the employee continues in the same position that has become permanent.

Article 21.1 Sickness and Disability

The change clarifies the sick leave entitlements for permanent and temporary employees. Permanent employees participate in a City-sponsored disability plan consisting of up to six months of short-term disability and a long term disability plan.

Temporary employees participate in a City-sponsored accumulated sick leave plan and accumulate sick leave credits at the rate of one and one quarter (1¼) days per month.

Article 21.3 - Maternity, Adoption and Parental Leave

The change aligns the Maternity, Adoption and Parental Leave provisions with changes to the *Saskatchewan Employment Act* and the *Employment Insurance Act* in relation to maternity and parental leave entitlements and benefits.

The waiting period has changed from two (2) weeks to one (1) week and the duration of the maternity leave has changed from eighteen (18) weeks to nineteen (19) weeks. The supplemental benefit entitlement has been changed to reflect the change in the waiting period for Employment Insurance Benefits. The City will now pay ninety-five percent (95%) of the employee's regular salary for the one week waiting period and will pay the difference between the employee's Employment Insurance benefit and ninety-five percent (95%) of the employee's regular salary for an additional fourteen (14) weeks which is an increase from the current thirteen (13) weeks.

The provision has also been changed to align with the legislative changes associated with duration of parental leave. An employee who is eligible for maternity or adoption leave shall be entitled to parental leave without pay from the City for a period of up to fifty-nine (59) consecutive weeks which is an increase from thirty-four (34) weeks. An employee who has not taken maternity or adoption leave shall be entitled to parental leave without pay from the City for a period of up to sixty-three (63) consecutive weeks which is an increase from thirty-seven (37) weeks. EI parental benefits are payable based on the leave elected by the employee.

Article 21.4 - Jury Duty

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

Article 22.2 - Group Life Insurance

The change clarifies the entitlement to the City's group life and accidental death insurance policy.

Article 22.6 - Boot Allowance [2017]

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

Article 22.8 - Leisure Pass Discount

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

Diversity and Inclusion Working Group

The parties agreed to develop a Working Group to discuss challenges and opportunities related to diversity and inclusion. The report will include a summary of the working group's findings, opportunities to improve our representative workforce within the SCMMA bargaining unit and the working group's recommendations on how to achieve a representative workforce.

Engineering Intern

Engineering Intern was removed as a job classification and is now covered by a separate Memorandum of Agreement.

Exclusion of Positions

The parties agreed that the following classifications will remain excluded from the SCMMA collective agreement:

- Assessment and Property Taxation Administration Manager (CF)
- Planning Project Services Manager (CY)
- Citizen Service Manager (S&T)
- Performance Improvement Coordinator (HR)

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

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

The parties also agreed, as soon as practical, to jointly apply to the Saskatchewan Labour Relations Board to amend the current certification order to accurately reflect these changes.

Conditional Exclusion of Positions

The parties agreed that the following classifications will conditionally remain excluded from the SCMMA collective agreement:

- Senior Project Planner (CY)
- Customer Relationship Management System Coordinator (S&T)
- Truth and Reconciliation Coordinator (S&T)
- Performance Improvement Coordinator (Various Divisions, excluding the HR position)

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

Family Responsibility Leave Pilot

The City agreed to continue the Family Responsibility Leave pilot until December 31, 2023 and broaden the scope of the pilot to include all employees (i.e., permanent, part-time and temporary) who have completed their probationary period. Part-time employee will receive a prorated entitlement.

The Family Responsibility Leave Pilot Program permits employees up to 24 hours of paid time to address illness, injury, medical emergency or urgent matter relating to a family member.

Information Technology Market Adjustment Pay Rate

The change has resulted in the Market Adjustment differential, that has been in place since 2000, being frozen pending the completion of a market survey. The differential will be maintained and adjusted in accordance with the results of the Market Survey.

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

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

Post Interview Feedback

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

4. Housekeeping and Administrative Changes

Article 1: Definition

Changes were made to the definition section and the Deferred Salary Leave Plan section to reflect the changes to organizational references of department and division.

A definition was created for permanent employees and means an employee holding a position which has been bulletined as a permanent position.

Deletion of Redundant Letters

The parties agreed to delete a number of letters in the collective agreement that had expired relating to Exclusion of Positions, Parenting Leave and Standby Pay.