# MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF SASKATOON AND SASKATOON EXEMPT STAFF, INC.

# THE CITY OF SASKATOON AND SASKATOON EXEMPT STAFF ASSOCIATION, INC.

AR	RTICLE	PAGE
1.	SUPERANNUATION	
2.	SICKNESS AND DISABILITY	3
3.	GROUP LIFE INSURANCE	3
4.	DENTAL PLAN	
5.	ANNUAL VACATIONS	
6.	SELF-FUNDED LEAVE PLAN	
7.	PUBLIC HOLIDAYS	
8.	COMPASSIONATE LEAVE	
9.	PREMIUM PAY	
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.	JURY DUTY	11
sc	CHEDULE A – Job Classification	12
	CHEDULE B – Salary Grid	
	Effective January 1, 2017 to November 30, 2017	
	Effective December 1, 2017 to June 30, 2018	15
	Effective July 1, 2018 to June 30, 2019	
	Effective July 1, 2019 to December 31, 2019	
ΑP	PPENDIX A: Deferred Salary Schedule	18
	PENDIX B: Vacation Allotment	
	PPENDIX C: Death and Disability Benefits (Fire)	
Att	tachments	25

# THE CITY OF SASKATOON AND SASKATOON EXEMPT STAFF ASSOCIATION, INC.

	<b>ALI</b>	PH	AB	ET	IC,	AL
--	------------	----	----	----	-----	----

AR	TICLE TO THE REPORT OF THE PROPERTY OF THE PRO	<u>PAGE</u>
11	ACTING AND TEMPORARY ASSIGNMENTS	
5	ANNUAL VACATIONS	
19	CLASSIFICATION APPEALS	
8	COMPASSIONATE LEAVE	
4	DENTAL PLAN	4
12	EMPLOYEE DEVELOPMENT	
18	EXTENDED HEALTH CARE BENEFIT	
16	GRIEVANCE PROCEDURE	
3	GROUP LIFE INSURANCE	
20	JURY DUTY	
13	LIABILITY FOR PERFORMANCE OF DUTY	
10	PARENTING LEAVE	
14	PERMANENT EMPLOYEES	
9	PREMIUM PAY	
7	PUBLIC HOLIDAYS	
17	SALARIES	
6	SELF-FUNDED LEAVE PLAN	
2	SICKNESS AND DISABILITY	
1	SUPERANNUATION	
15	VACANCIES AND APPOINTMENTS	9
SCF	HEDULE A – Job Classification	12
SCI-	HEDULE B – Salary Grid	14
•••	Effective January 1, 2017 to November 30, 2017	14
	Effective December 1, 2017 to June 30, 2018	
	Effective July 1, 2018 to June 30, 2019	
	Effective July 1, 2019 to December 31, 2019	
		40
	PENDIX A: Deferred Salary Schedule	18
	PENDIX B: Vacation Allotment	21
APF	PENDIX C: Death and Disability Benefits (Fire)	22
Atta	achments	25

# MEMORANDUM OF AGREEMENT MADE THIS 16TH DAY OF DECEMBER, 2019

**BETWEEN:** 

#### THE CITY OF SASKATOON

(hereinafter called "The City")

OF THE FIRST PART

AND:

#### SASKATOON EXEMPT STAFF INC.,

(hereinafter called "The Association")

OF THE SECOND PART

This Memorandum of Agreement shall cover all exempt staff employed by the City of Saskatoon (excluding Boards and Commissions), who are permanent employees outside the scope of existing Union Agreements, except for the City Manager, the Chief Human Resources Officer, the City Solicitor, the City Clerk, the General Manager of Utilities and Environment, the General Manager of Corporate Financial Services, the General Manager of Community Services, the General Manager of Transportation & Construction, the General Manager of Strategy and Transformation, the Fire Chief, Chief Public Policy & Government Relations Officer, the Director of Labour Relations, the Manager of Labour Relations and Director of Media Relations.

The object of this Memorandum is to outline the principal benefits and working conditions provided by the City to exempt staff. Provisions as detailed in all City personnel policies shall be applicable, subject to the terms of this Agreement.

#### **GENERAL TERMS**

- The anniversary date of this Agreement is December 31, 2019. This
  Agreement shall come into force and take effect as of January 1, 2017, and
  continue in force until December 31, 2019 and then from year to year
  thereafter, unless either party gives written notice to renegotiate this
  Agreement, such written notice to be given not more than 60 nor less than 30
  days prior to the anniversary date of this Agreement or any renewal or
  continuation thereof.
- Upon receipt of written authorization by an employee, the City shall deduct out of the wages owing to the employee, the Association Dues, and pay the same to the Treasurer of the Association once yearly.

#### **EMPLOYEE BENEFITS AND WORKING CONDITIONS**

#### 1. SUPERANNUATION

A Superannuation Plan shall be provided as detailed in Bylaw No. 4324. The Association is entitled to have one representative on the Pension Administration Board.

#### 2. SICKNESS AND DISABILITY

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

#### (a) Sick Leave

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.

#### (b) Long-Term Disability

If same illness continues longer than one year, or is recurring in nature, the employee shall receive sixty percent (60%) of regular earnings, non-taxable, to a maximum amount in accordance with the terms and conditions of the long-term disability contract up to their normal retirement age. The premium costs of this plan shall be borne entirely by the employee.

For members of the ESA who are also employees of the Saskatoon Fire Department, Death and Disability Benefits to apply, when responding to or returning from, or on scene at an incident. (Appendix **C**)

#### 3. GROUP LIFE INSURANCE

- (a) The City 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:
  - The maximum insurance available is as per the terms of the Group Life Policy;

- (2) There is mandatory coverage of two times (2X) 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 City. The employee, may at the option of the employee, increase the coverage to four times (4X) annual salary with the premium costs of anything over three times (3X) annual salary to be covered solely by the employee.
- (c) At retirement, a fifty thousand dollar (\$50,000) life insurance policy shall be available to retirees fully paid for by the retiree at group rates from retirement to age 65. At age 65, the retiree may convert said policy within thirty (30) days.

#### 4. DENTAL PLAN

After three (3) months' continuous employment, and subject to the provisions of this Plan, employees shall be covered under the City Dental Insurance Plan. Premiums shall be paid for by the Employer. General coverage under the Plan and the maximum per insured individual are as follows:

#### Effective April 1, 2014:

Basic Work - 80 percent (80%) to an annual maximum of \$2,000.00 Major Work - 60 percent (60%) to an annual maximum of \$2,000.00 Orthodontic Work - 50 percent (50%) to a lifetime maximum of \$2,000.00

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

#### 5. 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 "B", with entitlement effective in 1995.

Effective April 1, 2015, employees that currently have thirty (30) or more accumulated years of service shall be entitled to one additional day for each subsequent year completed to a maximum of seven (7) weeks' vacation per year. (E.g. An employee with 30 years accumulated service would get one (1) additional day and an employee with 36 years accumulated service would get one (1) additional Day)

After April 1, 2015 employees that subsequently reach thirty (30) years' of

accumulated service, shall be entitled to one additional day for each subsequent year completed to a maximum of seven (7) weeks' vacation per year.

#### 6. 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.

#### 7. PUBLIC HOLIDAYS

Twelve 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.

#### 8. COMPASSIONATE LEAVE

Compassionate leave shall be granted based on consideration of the individual circumstances of the case and in accordance with the City's Administrative Policy – Bereavement Leave.

#### 9. PREMIUM PAY

- (a) 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 or Department Head.
- (b) Unless warranted by extraordinary circumstances, no overtime is payable as a general and basic principle, except for employees covered by subsection (a).
- (c) 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, such employees shall be entitled to reasonable time off at the discretion of their General Manager or Division Head.

#### **10. PARENTING LEAVE**

- a) Maternity/Adoption Leave
  - i) An employee who has completed at least twenty (20) weeks within the fifty-two weeks of employment with the Employer immediately preceding the day on which the requested leave is to commence, and who provides a medical certificate from a qualified medical practitioner certifying that the employee is pregnant and specifying the estimated date of birth, or submits confirmation of being the primary caregiver of the newly adopted child during the period of leave, shall be entitled. upon written application, to maternity leave without regular pay. The request for maternity leave, indicating the date on which the employee wishes to commence the leave, together with the required medical certificate, must be submitted not later than four (4) weeks prior to the date on which the employee wishes to commence leave. The maximum leave to be granted is eighteen (18) weeks. Maternity leave must be taken during the period that begins twelve (12) weeks before the estimated day of birth and ends eighteen (18) weeks after the day of birth. Adoption leave consists of a period of not more than eighteen (18) weeks commencing on the day the child becomes available for adoption.
  - ii) All maternity and adoption leave shall continue for an agreed period of a maximum of eighteen (18) weeks. Employees shall give a minimum of fourteen (14) days' notice of their intent to return to work. Where the employee and the Branch Manager concerned agree that the portion of the leave following the actual date of birth, or adoption, should be less than six (6) weeks, then the Employer may permit the employee to resume their employment at the time agreed provided that at or before the time the employee resumes employment, the employee provides the Employer with a certificate from a qualified medical practitioner, certifying that resumption of employment at the time so agreed will not endanger the health of the employee.
  - iii) The Employer shall pay ninety-five percent (95%) of the employee's regular salary for the first two (2) week period. The Employer will pay a benefit to an employee.
  - iv) The Employer shall pay the difference between the Employment Insurance benefits and ninety-five percent (95%) of the employee's regular salary for thirteen (13) additional weeks.
  - v) Any employee who works less than full time shall receive this benefit on a pro-rated basis.

vi) Temporary employees shall only receive this benefit for the duration of their temporary work period.

#### b) Parental Leave

- i) An employee who is taking maternity or adoption leave, shall provide a written request for parental leave, which must include advice of the day the employee intends to end parental leave.
- ii) The employee must have completed at least twenty (20) weeks in fiftytwo (52) weeks of employment with the City immediately preceding the day on which the requested leave is to commence.
- iii) Notice of leave shall be provided no later than (4) weeks prior to the day on which the employee intends to commence the leave, and must include advice of the date of birth or the day on which the child comes into the employee's care, the date the employee will commence parental leave, and the day the employee intends to end the parental leave.
- iv) Parental leave will be for a period of up to thirty-four (34) consecutive weeks if the employee is entitled to maternity or adoption leave, or thirty-seven (37) consecutive weeks if the employee is not entitled to maternity or adoption leave.
- v) Parental leave must be taken during the period that begins twelve (12) weeks before the estimated date of birth or begins the day the child comes into the employee's care and ends fifty-two (52) weeks after the actual day of birth or the actual day on which the child comes into the employee's care.
- vi) The request for parental leave, indicating the date on which the employee wishes to commence the leave, must be submitted no later than four (4) weeks prior to the date of the leave. The maximum leave to be granted is twelve (12) consecutive weeks to be taken during the month before or eight (8) months following the estimated birth or the day on which the child comes into the employee's care.
- c) General Maternity, Adoption and Parental Leave
  - i) An employee who takes maternity leave or adoption leave and parental leave must take the two leaves consecutively.
  - Should an employee not return to work following a parenting leave, the employee shall be deemed to have terminated employment with the Employer.

- iii) Notwithstanding anything contained elsewhere in this Agreement, an employee on parenting leave shall not accumulate either sick or vacation credits during the period of maternity or adoption leave, nor shall the employee be entitled to pay for sick leave or any Public or Special Holiday that may occur during a period of maternity or adoption leave.
- iv) Upon request an employee may be granted an additional leave of absence without pay.
- v) The parties hereto acknowledge that individual circumstances may justify a variance of the time limits as set out above.
- vi) 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.

#### 11. ACTING or 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.

Remuneration for temporary assignments will be in accordance with the City's Administrative Policy – Temporary Assignments – AO4- 027

#### 12. EMPLOYEE DEVELOPMENT

The City 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.

#### 13. LIABILITY FOR PERFORMANCE OF DUTY

The City 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 judgement or monetary award against an employee, the City will indemnify such employee in respect of such judgement or

monetary award and such indemnification shall include the assumption of costs of any legal proceedings incurred by the employee in respect of civil or criminal charges against such employee, resulting from the performance of such employee's duties.

#### 14. PERMANENT EMPLOYEES

All appointments to permanent exempt positions shall be subject to:

- (a) A twelve (12) month probationary period for new employees of the City.
- (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 City.

#### 15. VACANCIES AND APPOINTMENTS

- (a) Vacancies for permanent positions shall be posted for a period of five (5) working days. A vacant position need not be posted where the City 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 City to enhance the opportunity for career advancement, exempt employees shall receive first consideration in competitions for vacant or new exempt positions, subject to: possessing required qualifications, performance record, suitability and merit. "First consideration" shall mean the completion of a thorough evaluation of applicant exempt employees prior to the evaluation of external candidates. An exempt employee who is unsuccessful in the competition for such position vacancies shall be promptly notified of the reasons for his/her non-selection.
- (b) On the creation of a new exempt position, the City shall notify the Secretary of the Association. The Association may make representation with respect to their views within five (5) working days of notification.

## 16. GRIEVANCE PROCEDURE

A grievance is an appeal in writing with respect to the application of this Agreement; a promotion, dismissal, demotion, suspension or other disciplinary action. An employee may be dismissed by the City, either by providing sufficient notice or for just cause and such dismissal shall be confirmed in writing.

If any employee grieves within fifteen (15) days of the alleged event, the following procedures shall apply:

- (a) The grievance shall be first filed with the General Manager who shall, within seven (7) days, conduct a hearing and provide a written response.
- (b) 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 seven (7) days from receipt of the grievance to provide a written response.

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

#### (e) Arbitration

- (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 Dean of Law, University of Saskatchewan, shall make an appointment.
- (2) Each party shall equally share the fees and expenses of the arbitration and shall be responsible for their own costs.
- (3) In cases of dismissal and disciplinary action, the 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.
- (4) Notwithstanding (e)(3) above, for a grievance which is based on sufficient notice, the arbitrator may only decide on fair and equitable compensation.
- (5) The arbitrator shall not have any authority to alter any of the terms of this Agreement.
- (6) The arbitrator's decision shall be binding.

#### 17. SALARIES

The positions filled by employees within the scope of this Agreement and salary ranges for those positions are set forth in Appendix "B" attached to this Agreement.

#### 18. EXTENDED HEALTH CARE BENEFIT

An extended health care plan has been established effective January 1, 1995. The annual Employer's cost of such plan will not exceed 1% of payroll.

#### 19. CLASSIFICATION APPEALS

Employees may appeal their position's classification, using the process mutually agreed to in the 1996 Exempt Classification Review.

#### **20. JURY DUTY**

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

#### **WAGES**

December 1, 2017 – Employees shall receive a 0.50% increase July 1, 2018 – Employees shall receive a 1.50% increase. July 1, 2019 – Employees shall receive a 1.50% increase.

Refer to Schedule A and B.

ON BEHALF OF SASKATOON EXEMPT STAFF INC.

President

Executive

ON BEHALF OF THE CITY OF SASKATOON

City Clerk

# Schedule A -Job Classification

Classification	Rate
Aboriginal Employment Coordinator	8
Access & Privacy Officer	7
Access Transit Manager	9
Accounting Assistant	2
Assessment and Property Taxation Administration Manager	9
Assessment Valuation Operations Manager	10
Assistant Chief	11
Assistant Chief Staff Development	11
Banking & Revenue Operations Manager	9
Battalion Chief	10
Benefits Consultant I	6
Benefits Consultant II	7
Budget and Financial Analyst	6
Budget and Financial Services Coordinator	7
Business Solutions Corporate Manager	10
Business Solutions Operations Manager	10
Citizen Service Manager	9
City Assessor	11
City Councillor's Assistant	6
Committee Assistant	5
Communications Manager (Marketing)	8
Community Engagement Manager	8
Corporate Accounting Manager	9
Corporate Budget Manager	9
Corporate Business Organizational Change Manager (ERP)	9
Corporate GIS Manager	10
Corporate Payroll Manager	9
Deputy City Clerk, Administrative Services Manager	8
Deputy City Clerk, Business & Elections Manager	8
Deputy City Clerk, Records, Information, Access & Privacy Services Manager	8
Deputy Fire Chief	12
Development Review Manager	10
Director of Building Standards	11
Director of Communications & Public Engagement	11
Director of Construction & Design	12
Director of Corporate Revenue	12

Classification	Rate
Director of Emergency Planning	10
Director of Facilities & Fleet	11
Director of Finance	12
Director of HR Operations	11
Director of HR Strategy & Partnerships	11
Director of Indigenous Initiatives	10
Director of Information Technology	12
Director of Legal Services	12
Director of Planning and Development	12
Director of Recreation and Community Development	12
Director of Roadways, Fleet and Support	12
Director of Saskatoon Land	11
Director of Saskatoon Light & Power	12
Director of Saskatoon Transit	12
Director of Strategic & Business Planning	12
Director of Supply Chain Management	12
Director of Sustainability	12
Director of Transportation	12
Director of Water and Wastewater Treatment	12
Diversity Coordinator	8
Employee Benefits Supervisor	8
Employee Development Coordinator	7
Employment Supervisor	8
Engineering Manager	10
Enterprise Architect	9
Environmental Operations Manager	10
ERP Functional Analyst	7
ERP Portfolio Lead	10
Executive Assistant	6
Executive Assistant, City Manager	6
Executive Support, Mayor's Office	7
Exempt Legal Assistant	5
Facilities Manager	9
Finance Support Manager	9
Financial Analyst I	7
Financial Analyst II	8
Health and Wellness Consultant	8

# Schedule A -Job Classification

Classification	Rate
HRIS Analyst	4
HRIS Manager	9
Human Resource Assistant	5
Human Resource Consultant I	6
Human Resource Consultant II	7
Human Resource Consultant II (Health and Safety)	7
Human Resource Consultant III	8
Human Resource Coordinator	6
Human Resources Business Partner	8
Internal Communications Specialist	6
IT Enterprise Architect (ERP)	9
Labour Relations Analyst	7
Labour Relations Assistant	4
Land Development Manager	10
Law Office Manager	7
Long Range Planning Manager	10
Manager Engineering and Planning	10
Manager Organizational Performance	9
Manager, Community Development	10
Manager, Financial Planning	10
Manager, Governance and Strategy	10
Manager, Health & Safety	10
Manager, Human Resources Business Partners	10
Manager, Land	11
Manager, Leisure Services	11
Manager, Parks	11
Manager, Total Rewards	10
Media Relations Manager	9
Metering and Sustainable Electricity Manager	10
Occupational Health and Safety Superintendent	8
Operations Manager	10
Organizational Change Manager	9
Payroll Services Manager	8
Performance Improvement Coordinator	7
Planning Project Services Manager	10
Plant Manager	10
Program Manager - ERP	10

Classification	Rate
Project and Facility Manager	8
Project Manager	10
Project Manager (Growth Plan)	9
Project Manager (Planning Projects)	9
Real Estate Manager	10
Revaluation & Assessment Appeal Coordinator	8
Revenue Collection and Customer Service Manager (Service Saskatoon)	9
Roadways Manager	10
Secretary I	1
Secretary II	2
Secretary III	3
Secretary IV	4
Secretary V	5
Senior Financial Business Partners	10
Senior Financial Partner	10
Senior Human Resources Business Partner	9
Senior Project Planner	8
Senior Solicitor	11
Solicitor I	7
Solicitor II	9
Solicitor III	12
Special Projects Manager	10
Talent Acquisition and Workforce Planning Manager	10
Talent Acquisition Coordinator	6
Talent Acquisition Specialist	7
Traffic Operations and Control Manager	10
Truth and Reconciliation Coordinator	8
Vehicle and Equipment Manager	10
Water and Sewer Manager	10
Zoo Operations Manager	9

# Effective January 1, 2017 – November 30, 2017 0.00% increase

Grade	Step	Annual	Monthly	Pay Period	Hourly
1	Minimum	\$40,622.88	\$3,385.24	\$1,692.62	\$19.5295
1	Maximum	\$47,731.68	\$3,977.64	\$1,988.82	\$22.9470
2	Minimum	\$45,294.24	\$3,774.52	\$1,887.26	\$21.7752
2	Maximum	\$53,220.48	\$4,435.04	\$2,217.52	\$25.5858
3	Minimum	\$50,503.20	\$4,208.60	\$2,104.30	\$24.2795
3	Maximum	\$59,340.96	\$4,945.08	\$2,472.54	\$28.5282
4	Minimum	\$56,310.96	\$4,692.58	\$2,346.29	\$27.0715
4	Maximum	\$66,165.36	\$5,513.78	\$2,756.89	\$31.8090
5	Minimum	\$62,786.88	\$5,232.24	\$2,616.12	\$30.1848
5	Maximum	\$73,774.56	\$6,147.88	\$3,073.94	\$35.4672
6	Minimum	\$70,007.28	\$5,833.94	\$2,916.97	\$33.6561
6	Maximum	\$82,258.56	\$6,854.88	\$3,427.44	\$39.5459
' 7	Minimum	\$78,057.84	\$6,504.82	\$3,252.41	\$37.5264
7	Maximum	\$91,718.64	\$7,643.22	\$3,821.61	\$44.0938
8	Minimum	\$87,035.04	\$7,252.92	\$3,626.46	\$41.8422
8	Maximum	\$102,265.92	\$8,522.16	\$4,261.08	\$49.1644
9	Minimum	\$97,044.24	\$8,087.02	\$4,043.51	\$46.6541
9	Maximum	\$114,026.64	\$9,502.22	\$4,751.11	\$54.8184
10	Minimum	\$108,204.24	\$9,017.02	\$4,508.51	\$52.0193
10	Maximum	\$127,139.52	\$10,594.96	\$5,297.48	\$61.1224
11	Minimum	\$120,648.00	\$10,054.00	\$5,027.00	\$58.0016
11	Maximum	\$141,760.80	\$11,813.40	\$5,906.70	\$68.1516
12	Minimum	\$134,521.68	\$11,210.14	\$5,605.07	\$64.6714
12	Maximum	\$158,062.80	\$13,171.90	\$6,585.95	\$75.9888

# Effective December 1, 2017 – June 30, 2018 0.50% increase

Grade	Step	Annual	Monthly	Pay Period	Hourly
1	Minimum	\$40,825.92	\$3,402.16	\$1,701.08	\$19.6271
1	Maximum	\$47,970.24	\$3,997.52	\$1,998.76	\$23.0617
2	Minimum	\$45,520.80	\$3,793.40	\$1,896.70	\$21.8842
2	Maximum	\$53,486.64	\$4,457.22	\$2,228.61	\$25.7137
3	Minimum	\$50,755.68	\$4,229.64	\$2,114.82	\$24.4008
3	Maximum	\$59,637.60	\$4,969.80	\$2,484.90	\$28.6708
4	Minimum	\$56,592.48	\$4,716.04	\$2,358.02	\$27.2069
4	Maximum	\$66,496.08	\$5,541.34	\$2,770.67	\$31.9680
5	Minimum	\$63,100.80	\$5,258.40	\$2,629.20	\$30.3358
5	Maximum	\$74,143.44	\$6,178.62	\$3,089.31	\$35.6445
6	Minimum	\$70,357.20	\$5,863.10	\$2,931.55	\$33.8243
6	Maximum	\$82,669.92	\$6,889.16	\$3,444.58	\$39.7436
7	Minimum	\$78,448.08	\$6,537.34	\$3,268.67	\$37.7140
7	Maximum	\$92,177.28	\$7,681.44	\$3,840.72	\$44.3143
8	Minimum	\$87,470.16	\$7,289.18	\$3,644.59	\$42.0513
8	Maximum	\$102,777.36	\$8,564.78	\$4,282.39	\$49.4103
9	Minimum	\$97,529.52	\$8,127.46	\$4,063.73	\$46.8874
9	Maximum	\$114,596.88	\$9,549.74	\$4,774.87	\$55.0925
10	Minimum	\$108,745.20	\$9,062.10	\$4,531.05	\$52.2793
10	Maximum	\$127,775.28	\$10,647.94	\$5,323.97	\$61.4281
11	Minimum	\$121,251.36	\$10,104.28	\$5,052.14	\$58.2917
11	Maximum	\$142,469.52	\$11,872.46	\$5,936.23	\$68.4923
12	Minimum	\$135,194.40	\$11,266.20	\$5,633.10	\$64.9948
12	Maximum	\$158,853.12	\$13,237.76	\$6,618.88	\$76.3688

# Effective July 1, 2018 – June 30, 2019 1.50% increase

Grade	Step	Annual	Monthly	Pay Period	Hourly
1	Minimum	\$41,438.40	\$3,453.20	\$1,726.60	\$19.9215
1	Maximum	\$48,689.76	\$4,057.48	\$2,028.74	\$23.4076
2	Minimum	\$46,203.60	\$3,850.30	\$1,925.15	\$22.2124
2	Maximum	\$54,288.96	\$4,524.08	\$2,262.04	\$26.0995
3	Minimum	\$51,516.96	\$4,293.08	\$2,146.54	\$24.7668
3	Maximum	\$60,532.08	\$5,044.34	\$2,522.17	\$29.1008
4	Minimum	\$57,441.36	\$4,786.78	\$2,393.39	\$27.6150
4	Maximum	\$67,493.52	\$5,624.46	\$2,812.23	\$32.4476
5	Minimum	\$64,047.36	\$5,337.28	\$2,668.64	\$30.7908
5	Maximum	\$75,255.60	\$6,271.30	\$3,135.65	\$36.1792
6	Minimum	\$71,412.48	\$5,951.04	\$2,975.52	\$34.3316
6	Maximum	\$83,910.00	\$6,992.50	\$3,496.25	\$40.3398
7	Minimum	\$79,624.80	\$6,635.40	\$3,317.70	\$38.2797
7	Maximum	\$93,559.92	\$7,796.66	\$3,898.33	\$44.9790
8	Minimum	\$88,782.24	\$7,398.52	\$3,699.26	\$42.6821
8	Maximum	\$104,319.12	\$8,693.26	\$4,346.63	\$50.1515
9	Minimum	\$98,992.56	\$8,249.38	\$4,124.69	\$47.5907
9	Maximum	\$116,315.76	\$9,692.98	\$4,846.49	\$55.9189
10	Minimum	\$110,376.48	\$9,198.04	\$4,599.02	\$53.0636
10	Maximum	\$129,691.92	\$10,807.66	\$5,403.83	\$62.3495
11	Minimum	\$123,070.08	\$10,255.84	\$5,127.92	\$59.1660
11	Maximum	\$144,606.48	\$12,050.54	\$6,025.27	\$69.5197
12	Minimum	\$137,222.40	\$11,435.20	\$5,717.60	\$65.9698
12	Maximum	\$161,235.84	\$13,436.32	\$6,718.16	\$77.5142

# Effective July 1, 2019 – December 31, 2019 1.50% increase

Grade	Step	Annual	Monthly	Pay Period	Hourly
1	Minimum	\$42,060.00	\$3,505.00	\$1,752.50	\$20.2204
1	Maximum	\$49,420.08	\$4,118.34	\$2,059.17	\$23.7587
2	Minimum	\$46,896.72	\$3,908.06	\$1,954.03	\$22.5456
2	Maximum	\$55,103.28	\$4,591.94	\$2,295.97	\$26.4909
3	Minimum	\$52,289.76	\$4,357.48	\$2,178.74	\$25.1383
3	Maximum	\$61,440.00	\$5,120.00	\$2,560.00	\$29.5373
4	Minimum	\$58,302.96	\$4,858.58	\$2,429.29	\$28.0292
4	Maximum	\$68,505.84	\$5,708.82	\$2,854.41	\$32.9342
5	Minimum	\$65,008.08	\$5,417.34	\$2,708.67	\$31.2527
5	Maximum	\$76,384.32	\$6,365.36	\$3,182.68	\$36.7218
6	Minimum	\$72,483.60	\$6,040.30	\$3,020.15	\$34.8465
6	Maximum	\$85,168.56	\$7,097.38	\$3,548.69	\$40.9448
7	Minimum	\$80,819.28	\$6,734.94	\$3,367.47	\$38.8539
7	Maximum	\$94,963.20	\$7,913.60	\$3,956.80	\$45.6536
8	Minimum	\$90,114.00	\$7,509.50	\$3,754.75	\$43.3224
8	Maximum	\$105,883.92	\$8,823.66	\$4,411.83	\$50.9038
9	Minimum	\$100,477,44	\$8,373.12	\$4,186.56	\$48.3046
9	Maximum	\$118,060.56	\$9,838.38	\$4,919.19	\$56.7577
10	Minimum	\$112,032.24	\$9,336.02	\$4,668.01	\$53.8596
10	Maximum	\$131,637.36	\$10,969.78	\$5,484.89	\$63.2848
11	Minimum	\$124,916.16	\$10,409.68	\$5,204.83	\$60.0535
11	Maximum	\$146,775.84	\$12,231.32	\$6,115.66	\$70.5626
12	Minimum	\$139,280.64	\$11,606.72	\$5,803.36	\$66.9593
12	Maximum	\$163,654.32	\$13,637.86	\$6,818.93	\$78.6769

#### 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 enrolment procedures?

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

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

An employee can defer anywhere from 10% to 30% of their annual gross salary in a given calendar year. The election to defer 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

#### **APPENDIX A**

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.

#### APPENDIX A

# 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**

# **VACATION ALLOTMENT**

YEARS OF SERVICE	ALLOTMENT
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
30	As outlined in Article 5

#### **APPENDIX C**

#### **DEATH AND DISABILITY BENEFITS**

- a) In this part:
  - 1) "Salary" shall mean the basic rates of pay as from time to time set forth in the monthly pay schedule of this Agreement, but shall not include service pay.
  - 2) "Dependent Child" of a member means the child of a member who is:
    - i) an unmarried person under the age of eighteen (18) years;
    - ii) an unmarried person over the age of eighteen (18) years but less than twenty-five (25) years of age and is in full-time attendance at a school; or,
    - iii) a person over the age of eighteen (18) years who, prior to the death of the member, was, by reason of mental or physical disability, unable to earn a livelihood.
- b) If a member of the Saskatoon Fire and Protective Services is killed or totally disabled as a direct result of the performance of his duties, when responding to or returning from, or on scene at an incident, the following shall apply:

#### **Death Benefits**

- 1) In the event of the death of a member, the City shall guarantee to the spouse or dependent children an amount equal to the amount of the monthly salary such member would have received if living and continued in the employ of the City in the same or equivalent classification in which such member was employed at the time of death.
- 2) In the event of the subsequent death of the spouse, the benefit shall continue to be payable, effective the first (1st) day of the month following the death of the spouse, at the rate of twenty percent (20%) of the gross applicable monthly salary for each dependent child with the maximum benefit payable under this provision not to exceed eighty percent (80%) of the gross of the applicable monthly salary.
- c) In calculating the amount to be paid by the City in any month, the following items shall be deducted from the salary from time to time in effect:
  - 1) Any taxes and statutory reductions required by law.
  - 2) The amount of any pension, annuity or insurance settlement not personally contracted for by such deceased member, his widow or dependent children otherwise than by virtue of the employment of such member. Deductions specifically included in this Clause shall be any benefits paid by the Workers' Compensation Board, the Canada Pension Plan, the Criminal Injuries Compensation Board or a

#### APPENDIX C

claim or suit in tort made against any person in respect of the death of such member. In the event of the foregoing benefits taking the form of a lump sum settlement rather than a monthly allowance, such amounts shall be spread over a ten (10) year period to determine the monthly amount deductible. It shall be the responsibility of the member's estate to apply for every benefit available before taking advantage of the provisions of the Clause.

- d) The City's liability hereunder shall continue:
  - 1) In the event of the death of a member leaving a spouse.
  - 2) In the event of the death of a member leaving a spouse and dependent child or children.
  - 3) In the event of the death of a member leaving no spouse but a dependent child or children until they cease to be considered dependents under the definition set forth in this Clause.
  - 4) In no event shall payments be continued beyond the earliest date at which such deceased member would have been eligible for normal retirement superannuation benefits from the City had the member's death not occurred.
  - 5) In the event a spouse abandons or deserts any dependent children, the City shall have the right to direct that any payment forthcoming, by virtue of these provisions, shall be paid to the benefit of such children following application by the Official Guardian to the Court pursuant to the provisions of *The Infants Act*, R.S.S., Chapter 342.

#### e) Disablement Benefits

- In the event a member becomes disabled and is unable to perform assigned duties as a member of the Saskatoon Fire and Protective Services, the City shall guarantee to the member an amount equal to the amount of monthly salary such member would have received in the same or equivalent classification in which employed at the time the disability occurred.
- 2) Disability benefits payable herein shall be subject to the provisions of Workers' Compensation.
- 3) In calculating the amount to be paid by the City in any month, the provisions of Clause (c) respecting deductions shall apply with the necessary changes.
- 4) In no event shall payments be continued beyond the earliest date at which such disabled member would have been eligible for normal retirement from the Saskatoon Fire and Protective Services had disablement not occurred.

#### **APPENDIX C**

#### f) Reduction by City of Amount Payable

- 1) In the event that a member recovers from a disability to the extent of being capable of gainful employment, becomes so employed, and receives remuneration therefrom which is less than the entitlement under this Agreement, such amount shall be paid, assigned or delivered to the City by the member, or such other equivalent arrangements as shall be determined by the City.
- 2) In the event that a member recovers from the disability and becomes gainfully employed and receives remuneration therefrom which is in excess of what the member would have been entitled to have been paid under this Agreement, the responsibility of the City for further payments shall cease.
- 3) In the event that the City is satisfied that the member is unreasonably refusing to accept gainful employment which the member is capable of performing, the City may reduce or discontinue any payments subject to Clause(g) 1).
- g) 1) In the event of a dispute arising from medical grounds as to the validity of a claim for disability benefits, then, upon the application of either the City or the member concerned, the matter shall be referred to an independent medical practitioner, whose findings shall be final and binding upon both the City and the member.
  - 2) The practitioner so referred to shall be appointed by the Dean of Medicine, University of Saskatchewan or his designate and shall be a specialist in the field of medicine relating to the disability suffered by the member. The expenses incurred shall be borne by the City.

#### "Without Prejudice"

#### LETTER OF UNDERSTANDING

#### between

#### THE CITY OF SASKATOON

#### and

#### THE EXEMPT STAFF ASSOCIATION

 The Exempt Staff Association Board and the City of Saskatoon agree that it is important for the classification review to be undertaken in an unbiased, objective manner by professionals in the field. It is also agreed that this objective provides the rationale for using an external consultant to develop and implement a new classification system.

The Exempt Staff Association agrees that it is not within its mandate to be involved with determining the factors, ratings or salary ranges during the exempt classification review.

- 2. It is the desire of the Exempt Staff Association and the City of Saskatoon that the Association have representation on the Classification Review Steering Committee. Therefore, the President of the Exempt Staff Association will be made a member of the review's Steering Committee. Her role on the Committee will be as follows:
  - To fully participate in the selection of a consultant;
  - To fully participate in all discussions and provide input to the Consultant as required;
  - To be involved in discussions which the Steering Committee has with the consultant regarding implementation of the new salary grid;
  - To gain a full understanding of the classification system which the consultant will install and assist the City of Saskatoon in communicating that information to exempt employees;
- 3. It is agreed that:
  - The consultant will advise the organization on an appropriate appeal process.
     This process will be mutually agreed to by the City and the Exempt Staff
    Association;
  - The General Managers will also be involved throughout the classification review process. The Steering Committee will ask them for their input, direction and on occasion, their decisions, regarding issues that arise;
  - Upon completion of the classification review, the employer will replace

appendices B, C, D and D1 with the new salary grid.

DATED: March 15, 1996.

Signed:

M.D. Irwin

Lynne Higgins

#### **MEMORANDUM OF AGREEMENT**

between

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

And

SASKATOON EXEMPT STAFF INC. (hereinafter referred to as "The Association")

# Re: EXEMPT STAFF TERMS AND CONDITIONS REDESIGN

The City and the Association agree that representatives for the current Exempt Staff Association will work with the City in the creation of a comprehensive Exempt Staff Policy that will contain the terms and condition of employment for exempt staff employee employed by the City of Saskatoon.

The Exempt Staff Policy, once approved by the Administrative Leadership Team, will govern the terms and conditions of employment for exempt staff.

Signed this 13th day of November, 2019.

For the City of Saskatoon:	For ESA:
uften	Mugh

November 13, 2019

Ms. Kari Smith President Exempt Staff Association

Dear Kari:

#### **Re: PARENTING LEAVE**

During the discussions of the renewal of the ESA Memorandum of Agreement the City of Saskatoon discussed legislative changes and pending legislative changes being proposed to maternity/adoption leave and parental leave benefits in Canada.

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

Sixty (60) days following ratification the City will undertake to meet with you to receive input from and discuss alternatives for a common parental leave program for City employees.

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

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

Yours truly,

Marno McInnes

Director, Labour Relations

November 13, 2019

Ms. Kari Smith President Exempt Staff Association

Dear Kari:

#### RE: INCREASED LEISURE PASS SUBSIDY FOR CITY EMPLOYEES

As discussed during the renewal of the ESA Memorandum of Agreement the Association has requested the City increase the discount provided to employees from 25% to 50% for all Individual and Family Leisure passes to increase employee utilization of City leisure facilities. This does not include bulk tickets.

The City Manager is prepared to support a pilot program for a period of approximately 12 months commencing the first of the month following date ratification and expiring on December 31, 2020 unless renewed by the parties. For the duration of the pilot the Exempt Staff Association agrees to promote and encourage the benefits of this pilot to its members.

The City reserves the right to terminate this pilot by providing the Union with thirty (30) days written notice.

Yours truly,

Marno McInnes

Director, Labour Relations

## Saskatoon Exempt Staff Inc. ("the Association")

#### And

## City of Saskatoon ("the City")

#### RE: DIVERSITY AND INCLUSION WORKING GROUP

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

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

This working group shall report back to the parties by March 30, 2020. The report will include a summary of the working group's findings, opportunities to improve our representative workforce within the exempt workforce and the working group's recommendations on how to achieve a representative workforce.

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

Signed this 13 day of November, 2019.

For the City of Saskatoon:

Tor the only of backatoon.	Tor the edellateon Exempt etail me
uft	Allundar

For the Saskatoon Exempt Staff Inc.:

#### **ADMINISTRATIVE POLICY:**

#### **Bereavement Leave**

Policy number:

HR-xxxx

Responsibility:

**Chief Human Resources Officer** 

Approved by:

**Administrative Leadership Team (ALT)** 

Effective Date:

November 1, 2019

**Next Revision Due:** 

January, 2022

Department/BU:

**Human Resources (Labour Relations Division)** 

The City of Saskatoon provides exempt employees with up to four days paid leave of absence upon the death of an immediate family member of the employee.

#### **Definition of Immediate Family**

Immediate family is defined as current spouse, (including common-law or same gender spouse), parent, step-parent, brother or step-brother, sister or step-sister, child, step-child, foster child, grandparent, or related dependent living in the household of the employee.

## Length of Leave

Where the supervisor is satisfied with the request for bereavement leave, the employee will be paid for their normal working days during the leave period granted.

#### Attending a Funeral Service

Leave of absence with pay to attend funeral services only of persons related more distantly than those listed above may be granted at the discretion of the supervisor.

#### **Additional Time**

In addition to the above-specified days, additional leave without pay may be granted upon request, subject to operational requirements.

#### Interruption of Vacation

An exempt employee, who is absent from work on vacation at the time the death of a relative (as defined above) occurs, shall not be disentitled to be eavement leave if they are required to interrupt their vacation to attend the funeral or assume responsibilities arising from the death. That portion of their vacation, which qualifies as be reavement leave, will be rescheduled at the employee's request to a mutually convenient time.

#### **ADMINISTRATIVE POLICY:**

#### **Jury and Witness Duty**

Policy number: HR-xxxx

Responsibility: Chief Human Resources Officer

Approved by: Administrative Leadership Team (ALT)

Effective Date: November 1, 2019
Next Revision Due: January 2022

Department/BU: Human Resources (Labour Relations Division)

#### COURT ATTENDANCE

Where an exempt employee is required to attend court for the purpose of jury selection and/or to serve as a juror in any court in Saskatchewan and such attendance requires time off work, the employee shall be granted leave without loss of regular pay for regular time missed, provided:

- the employee immediately advises their supervisor of the requirement for a leave of absence and submits a Request for Leave of Absence Form with a copy of the subpoena;
- 2. the supervisor submits the Request for Leave of Absence Form and the copy of the subpoena to the employee(s) designated by the City to receive this information prior to the employee proceeding to court;
- 3. the employee surrenders any pay received for jury duty (excluding any portion designated for expenses such as travelling and meals) to the City through the employee(s) designated by the City to receive this information; and
- 4. the employee presents proof of time spent in jury selection or jury duty to the supervisor and proof of the amount of jury duty pay received to the employee(s) designated by the City to receive this information.

#### **WITNESS DUTY**

#### Eligibility

When an employee has been served with a subpoena to attend court as a witness or to give evidence that requires the production of City documents and such attendance requires time off work, the employee shall be granted such time off without loss of regular pay for regular time missed, provided:

1. the duty or evidence arises out of the course and scope of the employee's employment with the City;

- the employee immediately advises their supervisor of the requirement for a leave of absence and submits a Request for Leave of Absence Form with a copy of the subpoena;
- 3. the supervisor submits the request for leave of absence form and the copy of the subpoena to the employee(s) designated by the City to receive this information prior to the employee proceeding to court;
- 4. the employee surrenders any pay received for witness duty (excluding any portion designated for expenses such as travelling and meals) to the City through the employee(s) designated by the City to receive this information; and
- 5. the employee presents proof of time spent in witness duty to the supervisor and proof of the amount of witness duty pay received by the employee(s) designated by the City to receive this information.

#### Witness Duty Exemption

Employees are not entitled to be paid witness duty when an employee is required to provide evidence as a result of a personal indictable and/or summary offence or offences of comparable classifications in other jurisdiction outside of Canada.

Employees are not entitled to be paid witness duty when an employee is subpoena to attend court as a witness to provide evidence as a result of an indictable and/or summary offence or offences of comparable classification in other jurisdiction outside of Canada where the person(s) charged are known to the employee.