

June 5, 2008

Donna Trainor, R.N.  
Executive Director  
SUN  
2330 2<sup>nd</sup> Avenue  
Regina, Sk. , S4R 1A6

Dear Donna ,

With respect to your letter of June 2, 2008 requesting clarification of six items contained within the SAHO Final Offer document, I provide the following answers in the order the questions were asked.

**SUN Question #1**

**Article 27.01 (d) and Article 28.02:** The Offer contains a reference to “Letter of Understanding #xx – Maintaining Minimum Number of RN/RPN Positions”. This LOU reference is taken from SUN’s earlier proposals. The Employer’s proposed LOU is referenced as “Letter of Understanding #xx- Maintaining Minimum Staffing Provisions Related to Hiring Targets”.

**Please confirm that it is the Employer’s LOU that is referenced in Article 27.01 (d) and Article 28.02.**

**SAHO Response**

It is the Employer’s LOU that is referenced in Article 27.01 (d) and Article 28.02. The reference within the two articles should state, “Letter of Understanding #XX Maintaining Minimum Staffing Provisions Related to Hiring Targets”.

**SUN Question #2**

**Letter of Understanding #xx Maintaining Minimum Staffing Provisions Related to Hiring Targets:** The 3<sup>rd</sup> paragraph, 1<sup>st</sup> sentence, states that “... the Employer shall meet with the Union to provide information pertaining to where the Employer **has or will** create positions...” The 2nd sentence states that “... the Employer shall meet with the Union to advise where the Employer **shall simultaneously create and post positions...**“. **These two sentences are contradictory. Please advise as to the Employer’s intention in regard to the timing for the creation and posting of positions where positions are abolished in accordance with Article 28, 30 and 31**

**SAHO Response**



We don't believe that the statements in our LOU are contradictory. They deal with two different scenarios.

The first sentence of the paragraph is to deal with situations where a Regional Health Authority/Employer has abolished positions and the RHA has maintained a greater number of positions than the number established November 1, 2007. The meeting that takes place with the Union in this scenario is for the RHA/Employer to provide information showing where positions have been created in the RHA since November 1, 2007. The RHA/Employer would also provide information to the Union regarding where positions would be created as a result of the initiative which caused the abolishment(s), if that were the case.

The second sentence defines the process for simultaneously creating and posting positions in the event the number of full time RN/RPN equivalents falls below the number established November 1, 2007, as a result of positions abolished as per Articles 28, 30, 31. In this scenario the RHA/Employer will meet with the Union to advise where positions equal to the number of FTE's abolished would be simultaneously created and posted within the Health Region, thus maintaining as a minimum the number of RN/RPN FTE's within the Health Region established November 1, 2007.

**SUN Question #3**

**Article 27.02 (a):** On May 27, 2008, SAHO advised, through the Conciliator, that a typing error existed in this proposed article and that the 3<sup>rd</sup> and 4<sup>th</sup> line should read: "... Graduate Nurses or Graduate Psychiatric Nurses of a **nursing education program in Saskatchewan**". **Please advise whether the May 27 clarification stands, or whether the Employer intends to rely on the wording of Article 27.07 (a) set out in the Final Offer.**

**SAHO Response**

The language "... Graduate Nurses or Graduate Psychiatric Nurses of a nursing education program in Saskatchewan", as per the May 27 clarification is the correct language to be used.

**SUN Question #4**

**Article 28.02:** The Employer's Offer states that Article 28.02 c) shall not apply for the term of the Collective Agreement. **Please confirm that an employee whose position was eliminated or abolished would continue to be considered "laid off" for the purpose of accessing displacement rights, as those rights are only available to laid off employees.**



In addition, please explain the Employer’s definition of “reduction of service” or “reduction of work to be done”. **Would the Employer continue to be able to abolish or eliminate a RN/RPN position, in favour of a position held by another health care provider?** .....

**SAHO Response**

An employee whose position was eliminated or abolished under the proposed LOU (Maintaining Minimum Staffing Provisions Related to Hiring Targets) would have access to all layoff and displacement rights as provided by the collective agreement.

The term “reduction of work to be done” appearing in Article 28 is unchanged and therefore the definition has not changed. It means less work to do.

The term “reduction in service” means a decrease in a service provided.

With respect to your last question (bolded) above;

In the event of a reduction in work to be done or a reduction in service, the needs of the patients/clients accessing the service would be evaluated to determine appropriate staffing.

If you are asking if an RN/RPN can be replaced by another health care provider, I refer you to paragraph 4 of the LOU, "There will be no replacement by other health care providers during the life of this letter of understanding except in the following circumstance.....".

**SUN Question #5**

**Market Adjustment- Sixth step for Nurse A & B: How will a Nurse A or B qualify for the sixth step? Will a nurse who has been a step 5 for 3 years, and had a June 1 anniversary date, be required to wait until June 1, 2009 to move to Step 6?**

**SAHO Response**

The application of the language is; any RN/RPN Nurse A or B who has been at step 5 for more than one (1) one year as of April 1, 2008 would be placed at step 6 retroactively to April 1, 2008. Employees at Step 5 for less than one year on April 1, 2008 whose anniversary date fell between April 1, 2008 and payroll implementation of the new Step 6, would be placed at step 6 effective their anniversary date (i.e. retroactively). All other employees will progress through the steps as per the collective agreement.

Employees on OTFT status are eligible for increment to Step 5 ½ or Step 6 as per Article 65.06, retroactively to April 1, 2008 or on a go forward basis from payroll implementation, in accordance with each employee’s eligibility under Article 65.06.

**SUN Question #6**



**Long Service Recognition: Does “employment in the bargaining Unit” include employment prior to the existence of the present bargaining unit (i.e. pre-Dorsey)?**  
SUN notes that this would be consistent with the interpretation of “continuance employment within the bargaining unit” contained in Article 15.

**SAHO Response**

The application of the language is; “employment in the bargaining unit” would include a nurse’s employment pre-Dorsey in the same fashion we administer the current collective agreement.

I hope this provides the clarity you are seeking. SAHO agrees that SUN’s membership needs the opportunity to make an informed decision on June 23, 2008.

Respectfully,

A handwritten signature in black ink, appearing to read "Bernie Young". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Bernie Young  
Director, Bargaining & Interpretation  
SAHO

- cc. Susan Antosh, President & CEO, SAHO
- Tor Veltheim, Vice President of Labour Relations, SAHO
- Garth Robson, Senior Labour Relations Consultant, SAHO

