

**Offer to Settle all Outstanding Issues
Presented to SGEU by SAHO**

**September 22, 2009
Amended October 1, 2009
Amended October 16, 2009**

Errors and omissions excepted.

This package is subject to agreement on all items contained herein. Should agreement not be achieved on all outstanding articles, SAHO reserves the right to revert to its last official position on each article. Previously agreed provisions remain resolved and agreed unless it is mutually agreed between the parties to reopen a provision to allow for amendments.

Employer Proposals – SAHO/SGEU Collective Bargaining Agreement

1. Wages

April 1, 2008 – 2.75%

April 1, 2009 – 2%

April 1, 2010 – 2.25%

April 1, 2011 – 2.25%

Term ending March 31st, 2012

Wage increases are applied to the base rate of pay.

Retroactivity

All employees on staff as of date of signing of the Collective Agreement, shall be eligible for retroactive wage adjustments based on all paid hours with any Employer party to this Collective Agreement.

Except as otherwise provided in this Collective Agreement, all Articles take effect on the date of signing of the Collective Agreement.

2. Market Adjustment

Effective the date of signing of the Collective Agreement, the following classifications will receive a market adjustment as outlined below:

Wage Rates for Market Adjustment Classifications

JJE Job #	JJE JOB TITLE	Pay Band	Step 1	Step 2	Step 3
300	Combined Laboratory X-Ray Technologists (CLXT)	14			
	April 1, 2007 Pay Band Rates		\$ 23.99	\$ 24.84	\$ 25.68
	April 1, 2008 Pay Band Rates		\$ 24.65	\$ 25.52	\$ 26.39
	April 1, 2009 Pay Band Rates		\$ 25.14	\$ 26.03	\$ 26.92
	Proposed Market Adjusted Rates (Effective Date of Signing)		\$ 28.15	\$ 29.15	\$ 30.15
	April 1, 2010 Pay Band Rates		\$ 25.71	\$ 26.62	\$ 27.53
	April 1, 2010 Market Adjusted Rates		\$ 28.72	\$ 29.74	\$ 30.76
	April 1, 2011 Pay Band Rates		\$ 26.29	\$ 27.22	\$ 28.15
	April 1, 2011 Market Adjusted Rates		\$ 29.30	\$ 30.34	\$ 31.38

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121	Laboratory Assistants	10			
	April 1, 2007 Pay Band Rates		\$ 17.19	\$ 17.79	\$ 18.40
	April 1, 2008 Pay Band Rates		\$ 17.66	\$ 18.28	\$ 18.91
	April 1, 2009 Pay Band Rates		\$ 18.01	\$ 18.65	\$ 19.29
	Proposed Market Adjusted Rates (Effective Date of Signing)		\$ 18.78	\$ 19.45	\$ 20.12
	April 1, 2010 Pay Band Rates		\$ 18.42	\$ 19.07	\$ 19.72
	April 1, 2010 Market Adjusted Rates		\$ 19.19	\$ 19.87	\$ 20.55
	April 1, 2011 Pay Band Rates		\$ 18.83	\$ 19.50	\$ 20.16
	April 1, 2011 Market Adjusted Rates		\$ 19.60	\$ 20.30	\$ 20.99
70	Medical Laboratory Technologists (MLT)	16			
	April 1, 2007 Pay Band Rates		\$ 28.23	\$ 29.22	\$ 30.24
	April 1, 2008 Pay Band Rates		\$ 29.01	\$ 30.02	\$ 31.07
	April 1, 2009 Pay Band Rates		\$ 29.59	\$ 30.62	\$ 31.69
	Proposed Market Adjusted Rates (Effective Date of Signing)		\$ 30.05	\$ 31.10	\$ 32.19
	April 1, 2010 Pay Band Rates		\$ 30.26	\$ 31.31	\$ 32.40
	April 1, 2010 Market Adjusted Rates		\$ 30.72	\$ 31.79	\$ 32.90
	April 1, 2011 Pay Band Rates		\$ 30.94	\$ 32.01	\$ 33.13
	April 1, 2011 Market Adjusted Rates		\$ 31.40	\$ 32.49	\$ 33.63
25	Medical Radiation Technologists (MRT)	16			
	April 1, 2007 Pay Band Rates		\$ 28.23	\$ 29.22	\$ 30.24
	April 1, 2008 Pay Band Rates		\$ 29.01	\$ 30.02	\$ 31.07
	April 1, 2009 Pay Band Rates		\$ 29.59	\$ 30.62	\$ 31.69
	Proposed Market Adjusted Rates (Effective Date of Signing)		\$ 30.05	\$ 31.10	\$ 32.19
	April 1, 2010 Pay Band Rates		\$ 30.26	\$ 31.31	\$ 32.40
	April 1, 2010 Market Adjusted Rates		\$ 30.72	\$ 31.79	\$ 32.90
	April 1, 2011 Pay Band Rates		\$ 30.94	\$ 32.01	\$ 33.13
	April 1, 2011 Market Adjusted Rates		\$ 31.40	\$ 32.49	\$ 33.63
170	Ophthalmic Assistants	8			
	April 1, 2007 Pay Band Rates		\$ 16.22	\$ 16.78	\$ 17.36
	April 1, 2008 Pay Band Rates		\$ 16.67	\$ 17.24	\$ 17.84
	April 1, 2009 Pay Band Rates		\$ 17.00	\$ 17.58	\$ 18.20
	Proposed Market Adjusted Rates (Effective Date of Signing)		\$ 18.78	\$ 19.42	\$ 20.10
	April 1, 2010 Pay Band Rates		\$ 17.38	\$ 17.98	\$ 18.61
	April 1, 2010 Market Adjusted Rates		\$ 19.16	\$ 19.82	\$ 20.51
	April 1, 2011 Pay Band Rates		\$ 17.77	\$ 18.38	\$ 19.03
	April 1, 2011 Market Adjusted Rates		\$ 19.55	\$ 20.22	\$ 20.93

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195	Polysomnographic Technologist (Sleep Lab)	14			
	April 1, 2007 Pay Band Rates		\$ 23.99	\$ 24.84	\$ 25.68
	April 1, 2008 Pay Band Rates		\$ 24.65	\$ 25.52	\$ 26.39
	April 1, 2009 Pay Band Rates		\$ 25.14	\$ 26.03	\$ 26.92
	Proposed Market Adjusted Rates (Effective Date of Signing)		\$ 29.27	\$ 30.31	\$ 31.35
	April 1, 2010 Pay Band Rates		\$ 25.71	\$ 26.62	\$ 27.53
	April 1, 2010 Market Adjusted Rates		\$ 29.84	\$ 30.90	\$ 31.96
	April 1, 2011 Pay Band Rates		\$ 26.29	\$ 27.22	\$ 28.15
	April 1, 2011 Market Adjusted Rates		\$ 30.42	\$ 31.50	\$ 32.58
301	Medical Laboratory Technologists & X-ray Technicians	16			
	April 1, 2007 Pay Band Rates		\$ 28.23	\$ 29.22	\$ 30.24
	April 1, 2008 Pay Band Rates		\$ 29.01	\$ 30.02	\$ 31.07
	April 1, 2009 Pay Band Rates		\$ 29.59	\$ 30.62	\$ 31.69
	Proposed Market Adjusted Rates (Effective Date of Signing)		\$ 30.05	\$ 31.10	\$ 32.19
	April 1, 2010 Pay Band Rates		\$ 30.26	\$ 31.31	\$ 32.40
	April 1, 2010 Market Adjusted Rates		\$ 30.72	\$ 31.79	\$ 32.90
	April 1, 2011 Pay Band Rates		\$ 30.94	\$ 32.01	\$ 33.13
	April 1, 2011 Market Adjusted Rates		\$ 31.40	\$ 32.49	\$ 33.63
193	Nuclear Medicine Technologists	16			
	April 1, 2007 Pay Band Rates		\$ 28.23	\$ 29.22	\$ 30.24
	April 1, 2008 Pay Band Rates		\$ 29.01	\$ 30.02	\$ 31.07
	April 1, 2009 Pay Band Rates		\$ 29.59	\$ 30.62	\$ 31.69
	Proposed Market Adjusted Rates (Effective Date of Signing)		\$ 30.05	\$ 31.10	\$ 32.19
	April 1, 2010 Pay Band Rates		\$ 30.26	\$ 31.31	\$ 32.40
	April 1, 2010 Market Adjusted Rates		\$ 30.72	\$ 31.79	\$ 32.90
	April 1, 2011 Pay Band Rates		\$ 30.94	\$ 32.01	\$ 33.13
	April 1, 2011 Market Adjusted Rates		\$ 31.40	\$ 32.49	\$ 33.63

Notes:

Step 1 and Step 2 of the market adjustment rates were calculated by maintaining the same step progression that exists in the JJE base rates. Rates for 2008 to 2011 were calculated based on 2.75% (2008), 2% (2009), 2.25% (2010) and 2.25% (2011).

Market Adjustment Rates for 2010 and 2011 were calculated based on the increases awarded to the base rates.

The wage structure shown above is based on the Collective Bargaining Agreements being signed prior to April 1, 2010.

If the Collective Bargaining Agreements are signed after April 1, 2010, the Market Adjustments will be effective the date of signing of the Collective Bargaining Agreements.

Market Adjustment Process

- 1. Market adjusted wage rates shall be payable to all eligible Employees in the classifications as listed, subject to paragraphs two (2) and three (3) below.**
- 2. It is understood that the market adjusted wage rate is separate to the Collective Agreement Pay Equity Pay Band Schedule A and is not used in the calculation of the general wage percentage increases for the Pay Equity Pay Band rates. General wage percentage increases shall be calculated on the “base wage” only, and the market adjusted portion of the “total wage” shall be added to the newly revised “base wage.”**
- 3. Market adjusted earnings shall be considered pensionable earnings, shall be subject to statutory deductions, shall be included in the calculation of Employee benefits where appropriate and shall be subject to union dues deductions as per the formula determined by the Union(s).**

3. Job Evaluation

SAHO proposes the Maintenance Committee expedite (to be completed during bargaining) the evaluation of the LPN classification changes. It is anticipated the review will place LPN's at Pay Band 15.

In exchange for resolution and acceptance to the following job evaluation issues and documents as attached, mitigation of the overpayment issue, up to the full amount owed, will be considered.

As a result of such resolution and acceptance, there may be additional consequential changes that are required. As a minimum, Article d. and Article e. as found within the following LOUs will require changing: CUPE - LOU #18; SGEU – LOU #12; SEIU – LOU #22;

Letter of Understanding
Between
CUPE, SEIU, SGEU
And
SAHO

Re: Joint Job Evaluation Maintenance Plan

I JOINT JOB EVALUATION MAINTENANCE COMMITTEE (JJEMC)

1. The parties shall maintain a joint Union/Management maintenance committee.
 - a) The committee shall be gender neutral and consist of ~~twelve (12)~~ **six (6)** members; at least 50% of which must be women.
 - b) The committee membership shall be ~~two (2)~~ **one (1)** CUPE, ~~two (2)~~ **one (1)** SEIU, ~~two (2)~~ **one (1)** SGEU and **three (3)** ~~six (6)~~ Employer representatives.
 - c) ~~One (1) CUPE, one (1) SEIU, one (1) SGEU~~ **Two (2) Union** and ~~three (3)~~ **two (2)** Employer members shall be necessary for a quorum. **In the case of a specific classification request, the representing union must be one of the two (2) Union members present to constitute quorum.**
 - d) Committee members shall be rotated with the objective that the typical term of service is two (2) years.
2. The individual who will assist the Joint Job Evaluation Maintenance Committee (JJEMC) will be jointly selected by the Unions and SAHO and be compensated by SAHO.
3. The JJEMC members, the Assistant and others that work with the Plan shall be trained on the application of the Plan and in the principles of "Equal Pay for Work of Equal Value".
4. The JJEMC will be responsible for receiving all job data. The JJEMC will review the job data for completeness, perform a job analysis, consolidate the data and rate the jobs.
5. The JJEMC will maintain the integrity of the Plan.
6. The JJEMC will conduct research necessary to carry out its duties.
7. The JJEMC will be responsible for maintaining all Plan documentation as well as recording, in writing, the group consensus rationale and unanimous agreements.
8. The JJEMC shall operate by consensus and shall meet when necessary but at least once every two (2) months.

9. If the JJEMC cannot reach consensus on any matter, it will be dealt with pursuant to the dispute resolution process **as found in Article VII Dispute Resolution Process (Appendix A B)**.
10. JJEMC members shall excuse him or herself from the maintenance process for a position where the committee or a member has identified a conflict of interest. **Notwithstanding Article 1. c), quorum shall be obtained by the presence of the other members representing the Unions or the Employer.**

Conflict of interest includes, but is not limited to, classification decisions on jobs:

- * In their ~~Job~~ **classification**
- * Encumbered by family members or personal friends
- * For which they have declared a bias for, or against, and
- * For which they are the immediate in-scope or out-of- scope supervisor.

11. **Each Party will be responsible for the The costs and expenses of their respective members of the Joint Job Evaluation Maintenance Committee (JJEMC). will be born by SAHO will be responsible for the meeting room and midday meal costs during meeting days.**

II THE ROLES AND AUTHORITY OF THE MAINTENANCE COMMITTEE

- ~~12. Monitors and makes recommendations to the Bargaining Committee to ensure that negotiated wage settlements do not widen the wage gap or undermine equitable compensation practices and equitable wage relationships.~~
12. **Sole responsibility for maintaining Maintains the Job Fact Sheets (JFS), the Rating Rationales (RR) and the Job Descriptions (JD) and modifies and creates new JFS, RR and JD them as required from time to time.**
13. Develops and maintains an educational program regarding the principles of the plan and how it works.
- ~~15. Recommends changes to Job Evaluation factors and weights to the parties, as required.~~
14. Maintains the notes to raters through additions or amendments of notes.
15. Develops a process, in accordance with pertinent Collective Bargaining Agreements, to evaluate all changed and new jobs following the general principles outlined in the attached flow chart.
16. Endeavours to review 20% to 25% of all jobs each year with priority given to jobs that have changed or jobs that have not been reviewed for some time.

17. Provides the Employers' and the Unions' current job descriptions and other data that constitutes the Plan.
18. Rates new and changed jobs. **The JJEMC decision is final and binding. Any subsequent submission of information will constitute a new maintenance request.**
19. Upholds the integrity of the Plan through the adjudication of disputes regarding the assignment of factor ratings to the job assignment. In this regard, management members of the panel do not represent nor advocate for Employers and the Union members do not represent nor advocate for the employee.
20. Questions information presented to determine if it meets the requirements in the notes to raters and the intent of the degree definition within the factor.
21. Ensures, where necessary, that information presented is verified as legitimate duties and responsibilities of the job assignment. The JJEMC has the authority to obtain information through questioning and written documentation, to substantiate any statements.
22. Only the JJEMC shall be authorized to sign off the classification level of any job within the plan.
- ~~25. Employees and Supervisors have the right to have initial rating decisions reconsidered; upon reconsideration, all decisions made by the JJEMC will be final and binding.~~
- ~~26. Annually reviews and reports to the parties on the use of market-driven adjustments as per Government of Saskatchewan Policy Framework.~~

III JOINT JOB EVALUATION COMMITTEE ASSISTANT

23. The Assistant will work with Employer Human Resource Departments and Local Unions to determine if existing job descriptions and job ratings can be applied to New Job or Changed Job (Reclassification) requests.
24. The Assistant will ~~assist the Employer Human Resource Departments and Local Unions to~~ determine interim wage rates in order to post new jobs.
25. The Assistant will forward, all information regarding specific requests under articles 27 and 28 of this agreement, to the JJEMC for review.

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26. The Assistant will also conduct research, assist with problem solving, provide administrative support (book meetings, record, keep and update databases, administration, documentation, etc.), ensure all parties are made aware of the JJEMC yearly program and perform other duties determined by the JJEMC Committee.

IV JOB RATINGS

In the application of the Manual, the following general rules shall apply:

27. It is the content of the job, and not the performance of the Employee(s) that is being rated.
28. Jobs are rated without regard to existing wage rates.
29. Jobs are ~~not~~ rated and ranked by comparing the specific requirements of the job to the sub-factor definition, guidelines and explanations and notes to raters.
30. Each job will be rated relative to and consistent with all other jobs rated under the Manual.
31. The factors and sub-factors must have an impact on all jobs being rated.
32. A factor rating cannot be adjusted if the duties or responsibilities have been credited in another factor, as this would represent bias due to double crediting.
33. Errors in rating shall be corrected and are not precedent setting.
34. Rating decisions shall include a "sore thumbing" process to ensure consistency in Committee decisions.

V INITIATING THE REVIEW OF A NEW JOB

35. When the Employer creates a new job, the supervisor will complete a Job Review Request Form and a Job Fact Sheet based upon the qualifications and/or the duties proposed for the job. The foregoing will be submitted to the appropriate Human Resources Department.
36. Within five (5) working days, the Human Resources Department will forward copies of the above to the Local Union and the JJEMC Assistant.
37. Within fourteen (14) working days, the Human Resources Department and Local Union will arrange to meet with the JJEMC Assistant to determine if an existing job description ~~and profile are~~ ~~is~~ appropriate. All material will be forwarded to the JJEMC for review.

~~NOTE:—The posting of a new position will not be delayed by a JJEMC review. The Human Resources Department and the Local Union with the assistance of the JJEMC Assistant will establish an interim wage rate in order that the new job may be posted immediately.~~

38. If the Human Resources Department and the Local Union, with the assistance of the JJEMC Assistant agree that an existing job description and job rating are appropriate, the job will be posted and an appointment made.

~~42.1—After six (6) months the Human Resources Department will provide the job description and profile to incumbent and supervisor for signoff.~~

~~42.2—If, after six (6) months but not later than twelve (12) months, either the supervisor or incumbent do not sign off, the incumbent will complete a Job Fact Sheet, the supervisor will comment and the Job Fact Sheet will be forwarded to the JJEMC for review.~~

39. If the Human Resources Department and the Local Union, with the assistance of the JJEMC Assistant do not agree that an existing job description and job rating are appropriate, the Job Fact Sheet and job description will be forwarded to the JJEMC for review.

~~NOTE: The posting of a new position will not be delayed by a JJEMC review. The Human Resources Department and Local Union with the assistance of the The JJEMC Assistant will establish an interim wage rate in order that the new job may be posted immediately.~~

~~43.1—After six (6) months the Human Resources Department will provide the job description and profile to incumbent and supervisor for signoff.~~

~~43.2—If, after six (6) months but not later than twelve (12) months, either the supervisor or incumbent do not sign off, the incumbent will complete a Job Fact Sheet, the supervisor will comment and the Job Fact Sheet will be forwarded to the JJEMC for review.~~

~~43.3—Also see the attached flow chart titled "Maintenance Procedure New Job".~~

VI INITIATING THE REVIEW OF A CHANGED JOB (RECLASSIFICATION)

40. Either an employee or supervisor ~~may~~ **will** complete a Job Review Request Form, a Job Fact Sheet and changes to the **current provincial** job description if they believe qualifications and/or the duties of a job has changed. The foregoing will be submitted to the appropriate Human Resources Department.

41. Within five (5) working days the Human Resources Department will forward copies of the above to the Local Union and the JJEMC Assistant.
42. Within fourteen (14) working days, the Human Resources Department and the Local Union will arrange to meet with the Assistant, to determine if the job has changed sufficiently to warrant a review. The three (3) groups will determine if there is an existing job description and job rating that are appropriate. The material will be forwarded to the JJEMC for review.
43. If the Human Resources Department, the Local Union and the Assistant agree that an existing job description and job rating are appropriate, the job will be reclassified immediately and the employee and the supervisor notified. The material will be forwarded to the JJEMC for information purposes **only**.
44. If the Human Resources Department and the Local Union with the assistance of the JJEMC Assistant cannot agree that an existing job description and job rating are appropriate, the material will be forwarded to the JJEMC for review.
45. ~~If the first review is done by the JJEMC and the incumbent and/or supervisor do not sign off either or both may submit more information to the JJEMC for review.~~
 - 49.1 Any adjustment in pay rates will be effective the date the Review Request Form **and all associated required documentation** was received by the Human Resources Department.
 - 49.2 ~~Also, see attached flow chart titled "Maintenance Procedure Reclassification".~~

VII DISPUTE RESOLUTION **PROCESS** (See Appendix A B)

46. ~~Failing consensus following the mediation stage, †~~The JJEMC shall refer unresolved disputes to a Dispute Resolution ~~Tribunal~~ **process**.
47. The Dispute Resolution ~~Tribunal~~ **process** is comprised of ~~a one (1) Employer-appointed representative, one (1) Union-appointed representative and~~ Chair chosen by the parties from a mutually agreed to list.
48. The jurisdiction of the Dispute Resolution ~~Chair Tribunal~~ shall be limited to the matter in dispute as referred to by the JJEMC.
49. The decision of the Dispute Resolution ~~Chair Tribunal~~ shall be final and binding upon the parties.
50. The parties further agree that this Dispute Resolution protocol must be timely and cost-effective.

VIII INFORMATION TO THE PARTIES

51. The JJEMC will provide the parties with a quarterly report containing the following information:

- > A summary of all reconsideration requests received this quarter.
- > A summary of all reconsideration requests carried forward from previous quarter.
- > A summary of all decisions.
- > **Notification of cChanges to the Provincial Job Fact Sheets, Rating Rationales and Job Descriptions.**
- > **Notification of the creation of new Job Fact Sheets, Rating Rationales and Job Descriptions.**

APPENDIX A as signed by the parties on April 3, 2007: Delete

APPENDIX B Dispute Resolution ~~Tribunal~~ Process

Authority

This Appendix outlines the process as referenced in the Letter of Understanding Maintenance Plan between SAHO and CUPE/SEIU/SGEU RE: Joint Job Evaluation Article VII #~~50-54~~ **46 – 50** and is final and binding on all parties.

Parameters for Dispute Resolution ~~Tribunal~~ Process

- ~~Each Party shall be charged with the responsibility to determine how they will represent their members.~~
- Adhere to principles of the Plan.
- Adhere to Policy Framework (1999), Maintenance Plan and negotiated Letters of Understanding.
- Duties, qualifications, factors, and factor ratings can be adjudicated.
- The Dispute Resolution ~~Tribunal~~ **Chair** shall be limited to adjudicating only those duties, qualifications, factors and factor ratings that arise from the **Joint Job Evaluation Maintenance Committee** (JJEMC) dispute.
- The Dispute Resolution ~~Tribunal~~ **Chair** shall have the ability to recommend changes to the Committee of the Parties (COPs) on the wording of the Plan and Notes to Raters and shall provide recommendations for the specific language for these changes to the Plan and Notes to Raters. The Dispute Resolution ~~Tribunal~~ **Chair** shall provide the COPs any additional language that provides clarity of its interpretation; this language must adhere to the principles of the Plan.
- JJEMC disputes ~~may~~ **will** be resolved by a sole Chair ~~upon agreement by the Parties. Where the Parties cannot agree to a sole Chair within 30 calendar days a~~

~~Dispute Resolution Tribunal shall be convened as per VII Part 510 of the JJE Maintenance Agreement.~~

- ~~Dispute Resolution Tribunal~~ decisions will be rendered within ninety (90) days and provided to the ~~Parties~~ **JJEMC**.

Information available to Dispute Resolution ~~Tribunal~~ Chair

- Pre-JJE history.
- The Plan.
- Other relevant documentation:
 - All job fact sheets.
 - All maintenance data.
 - Any other necessary data, ~~except that which is not considered admissible.~~
- The parties agree to identify the duties, qualifications, factors and factor ratings in dispute to the Dispute Resolution ~~Tribunal~~ **Chair**.
- ~~The parties agree to disclose any and all documentation that they wish to present to the Dispute Resolution Tribunal at least five (5) days prior to the Hearing.~~
- Other documentation as requested by the **Chair** ~~panel~~.

Dispute Resolution ~~Tribunal~~ Process

- ~~No presentation by official legal counsel of any of the parties or individuals.~~
- ~~No presentation by any other individuals who are lawyers.~~
- ~~Representatives and presenters to be designated at the commencement of the Dispute Resolution Tribunal.~~
- ~~Dispute Resolution Tribunal hearings are open to employees and employers as observers only.~~
- ~~Prior notification of attendance is required, wherever possible.~~
- ~~Presentations to be highlights from submissions, not reading verbatim.~~
- ~~The presenters will give a short oral summation of their position at the commencement of the hearing.~~
- ~~The presenter who is supporting the greatest change will proceed first, followed by clarification questions from the Dispute Resolution Tribunal. The next party presents their information, followed by clarification questions from the Dispute Resolution Tribunal. This process will continue until all parties have presented their information.~~
- ~~Rebuttals shall be limited to the examination in chief and shall be presented in reverse order.~~
- ~~No cross examinations.~~
- ~~Questions and requests for clarification are allowed from the Dispute Resolution Tribunal members only.~~
- The Dispute Resolution ~~Tribunal~~ **Chair** has the ability to seek clarification from:
 - Maintenance Committee

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- Educational Institutions
- Maintenance Documentation
- Evaluation and/or Reconsideration Documentation
- The Parties
- Any additional information obtained by the Dispute Resolution Tribunal **Chair** must be disclosed to the JJEMC and the COPs.
- ~~Any subsequent questions are for clarification purposes only and will not be by official Legal Counsel of any of the Parties, or by any other individuals who are lawyers.~~

Possible Outcomes from the Dispute Resolution Tribunal Process

- Changes to the existing job classification.
- Creation of a new job classification(s).
- No change to the existing job classification.
- Determine the factor ratings, rating rationale, job fact sheet, job description and provide supporting rationale for the decision.
- The sole Chair ~~or chairperson~~ of the Dispute Resolution Tribunal **Process** shall retain jurisdiction on bundling issues should the Employer and the Local of the Union be unable to reach agreement.

Costs of Tribunal Dispute Resolution Process

- The cost of the Dispute Resolution Tribunal ~~Chairperson~~ **Chair** to be shared 50/50 between SAHO and the Unions.
- ~~Individual Dispute Resolution Tribunal nominees to be paid for by the respective Parties.~~
- ~~Other individual's costs to be paid for by the respective Parties.~~
- ~~Hearings will be held in Regina or Saskatoon, or otherwise agreed to by the Parties. Meeting room costs to be shared 50/50 between SAHO and the Unions,~~ to **provide a meeting room for the Chair** unless otherwise agreed to.

LETTER OF UNDERSTANDING

**BETWEEN
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS (SAHO)**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)
AND
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
AND
SASKATCHEWAN GOVERNMENT AND GENERAL
EMPLOYEES' UNION (SGEU)**

**RE: JOINT JOB EVALUATION DISPUTE MECHANISM FOR OUTSTANDING
BUNDLING ISSUES**

1. Dispute Resolution Bundling Issues – October 2000 to September 13, 2004

Any bundling issues that flow from the Dispute Resolution Tribunal (Chair, Mr. Phil Johnson) decisions (Appendix A) shall be resolved by Mr. Phil Johnson. Every individual employee and their immediate out-of-scope supervisor who has a bundling issue as a result of the Tribunal decisions shall have their bundling issue resolved, unless a resolution to their bundling issue has been agreed to by the Union (SEIU, CUPE or SGEU) and the Employer and reduced to writing. These bundling issues remain resolved and are not subject to this process.

The individual bundling issue shall be limited to the period October 2000 to September 13th, 2004.

The information utilized shall be limited to the individual bundling issue and not related to the factor ratings.

If more information, other than information already on file, is required to make a decision, Mr. Phil Johnson shall have the authority to gather further information from the Employer, Union and/or the employee(s).

Mr. Phil Johnson will place individuals into a job based on the provisions of the Joint Job Evaluation Plan and the Joint Job Evaluation Letters of Understanding. Mr. Phil Johnson may use a current provincial classification. Mr. Phil Johnson will have the authority to create a new classification if needed. Mr. Phil Johnson will create a new job description and rate the job according to the Joint Job Evaluation Plan and the Joint Job Evaluation Letters of Understanding. Employees who have not been

previously identified as having an outstanding bundling issue or where the bundling issue has been agreed to by the Union (SEIU, CUPE or SGEU) and the Employer shall not be placed in a newly created job classification through this adjudication process; rather the regular maintenance process shall be utilized on a go forward basis.

2. Dispute Resolution Bundling Issues – September 14, 2004 to Date of Signing of this Letter of Understanding

Any bundling issues that flow from the Dispute Resolution Tribunal (Chair, Mr. Phil Johnson) decisions (Appendix A) shall be resolved by Mr. Phil Johnson. Every individual employee and their immediate out-of-scope supervisor who has a bundling issue as a result of the Tribunal decisions shall have their bundling issue resolved, unless a resolution to their bundling issue has been agreed to by the Union (SEIU, CUPE or SGEU) and the Employer and reduced to writing. These bundling issues remain resolved and are not subject to this process.

The individual bundling issue shall be limited to the period after September 13th, 2004 to the date of signing of this letter of understanding.

The information provided shall be limited to the individual bundling issue and not related to the factor ratings.

Bundling issues within this time period shall not result in any retroactive adjustments neither to the employee or the Employer. Classification/bundling issues that occur after the date of signing of this letter of understanding shall be decided upon using the Maintenance Process.

If more information, other than the information already on file, is required to make a decision Mr. Phil Johnson shall have the authority to gather further information from the Employer, Union and/or the employee(s).

Mr. Phil Johnson will place individuals into a job based on the provisions of the Joint Job Evaluation Plan and the Joint Job Evaluation Letters of Understanding. Mr. Phil Johnson may use a current provincial classification. Mr. Phil Johnson will have the authority to create a new classification if needed. Mr. Phil Johnson will create a new job description and rate the job according to the Joint Job Evaluation Plan and the Joint Job Evaluation Letters of Understanding. Employees who have not been previously identified as having an outstanding bundling issue or where the bundling issue has been agreed to by the Union (SEIU, CUPE or SGEU) and the Employer shall not be placed in a newly created job classification through this adjudication process; rather the regular maintenance process shall be utilized on a go forward basis.

3. Bundling Issues – JJE Steering Committee

Any outstanding bundling issues that exist as a result of the JJE Steering Committee not approving the recommendations of the JJE Reconsideration Committee will be resolved by a sole Chair as per part (d) of Letter of Understanding #22 in the SAHO/SEIU current Collective Agreement, Letter of Understanding #18 in the SAHO/CUPE current Collective Agreement, and Letter of Understanding #12 in the SAHO/SGEU current Collective Agreement. A Dispute Resolution Process shall be convened as per Appendix B – Dispute Resolution Process.

The adjudication shall be limited to the individual bundling issue and not related to the factor ratings. The adjudication shall be limited to the period October 2000 to September 13th, 2004.

The adjudication processes above (1 through 3) are final and binding on each party. Process 1 and 2 shall be completed prior to beginning process 3. The parties shall share equally the cost of Mr. Phil Johnson, the Chair of the Dispute Resolution Process and any other common costs. The parties shall mean SAHO and the Unions (SEIU, CUPE, SGEU).

All outstanding grievances related to any bundling issues addressed in this Letter of Understanding shall be considered resolved and withdrawn.

LETTER OF UNDERSTANDING

BETWEEN
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS (SAHO)
AND
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)
AND
SASKATCHEWAN GOVERNMENT AND GENERAL
EMPLOYEES' UNION (SGEU)

RE: 300 SERIES JOBS

- 1) **All 300 series jobs/classifications, other than those that went through the Tribunal process, shall be reviewed by an agreed to third party knowledgeable in job classification.**
 - a) **300 series jobs/classifications that went through the Tribunal process are final and binding. Incumbents have all had an opportunity to contribute all relevant information to those jobs/classifications as a result of the Tribunal process. These jobs will not be reviewed by the JJEMC. Future reviews of these jobs may be conducted through the normal maintenance process as outlined in the Maintenance Plan LOU as revised subsequent to the original document signed October 3, 2003.**
 - b) **Incumbents and employers who have already provided information to the Joint Job Evaluation Maintenance Program will have their information considered. Only information on file will be considered in the finalization of these jobs. If more information, other than information already on file, is required to make a decision, the agreed to third party shall have the authority to gather further information from the Employer, Union and/or the employee(s).**
- 2) **If, upon completion of the review of the 300 series jobs/classifications as indicated in 1) b) above, a change in pay band is required, the effective date of such change in a pay band shall be the first Sunday following the completion of the review. Completion shall be defined as receipt of a decision of a third party.**

Upon completion of the process outlined in this Letter of Understanding, any future review of a 300 series job/classification will be in accordance with the Maintenance Plan LOU as revised subsequent to the original document signed October 3, 2003.

All outstanding grievances related to any bundling issues addressed in this Letter of Understanding shall be considered resolved and withdrawn.

LETTER OF UNDERSTANDING

**BETWEEN
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS (SAHO)**

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)**

AND

**SASKATCHEWAN GOVERNMENT AND GENERAL
EMPLOYEES' UNION (SGEU)**

RE: Outstanding Maintenance Files

- 1) **SAHO will evaluate all outstanding maintenance files, as of date of signing, in a timely manner in accordance with the Maintenance Plan.**
 - a) **If more information, other than information already on file, is required to make a decision, SAHO shall have the authority to gather further information from the Employer, Union and/or the employee(s).**
 - b) **SAHO will place individuals into a job based on the provisions of the Joint Job Evaluation Plan and the Joint Job Evaluation Letters of Understanding. SAHO may use a current provincial classification or will have the authority to create a new classification if needed and rate the job according to the Joint Job Evaluation Plan and the Joint Job Evaluation Letters of Understanding.**
- 2) **The Employer and/or the employee have the right to appeal the above decision. If an appeal is filed, a Dispute Resolution Process shall be convened as per Appendix B – Dispute Resolution Process.**
- 3) **Those maintenance requests that have already had some level of the Joint Job Evaluation Maintenance Committee (JJEMC) involvement will be completed by the JJEMC, as will all future maintenance requests as per the most current Maintenance Plan LOU.**

PROVIDER GROUP JOINT JOB EVALUATION

COMMITTEE OF THE PARTIES (COPs)

TERMS OF REFERENCE

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS (SAHO)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)

**SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES UNION
(SGEU)**

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)

Preamble

It is agreed that with the establishment of the Committee of the Parties (COPs) that the Joint Job Evaluation Steering Committee (JJESC) has been dissolved, and the COPs will complete the JJESC duties and mandate as set out in the Joint Job Evaluation Project Terms of Reference.

It is understood that each Provider Group Union (CUPE, SGEU and SEIU) participates independently in the Provider Group Joint Job Evaluation Program (including both the Reconsideration Process and Maintenance Plan). The Collective Agreements between SAHO and each of the Provider Group Unions provide for the ability of the parties to establish the COPs for the purpose set out below. The Parties agree to establish said Committee. It is agreed among the Parties that the Terms of Reference for this Committee shall work in concert with the provisions of each Provider Group Union Collective Agreement. Where there are discrepancies between these Terms of Reference and the applicable Collective Agreement(s) or in absence of specific provisions in these Terms of Reference, the terms and conditions of the applicable Collective Agreement(s) shall govern.

Purpose

The COPs shall deal with the recommendations of the Maintenance Committee, as per the Maintenance Agreement, as well as other matters that are outside of the roles and authority of the JJE Maintenance Committee and other matters that may arise regarding the Provider Group Joint Job Evaluation Program. The COPs shall receive the reports, recommendations and inquiries of the JJE Maintenance Committee and will determine the appropriate resolution/action required. ~~The COPs shall sign off on each Job~~

Employer Proposals – SAHO/SGEU Collective Bargaining Agreement

~~Description as it is finalized. The signed copy will be kept with the Program.~~ Any party to the Program can request a signed off copy of the Job Description.

The COPs shall make recommendations to each of their principals in regards to amendments and/or modifications to the JJE Plan and other JJE collective bargaining matters.

The Establishment of the COPs in no way lessens the role and authority that is already established in the Provider Group Joint Job Evaluation Maintenance Plan for the Joint Job Evaluation Maintenance Committee (JJEMC).

Composition

The COPs shall be comprised of SAHO/Employer representatives and Union representatives from each of CUPE, SEIU, and SGEU. As well, each and every party may have resource staff in attendance.

Committee Procedure

The Parties of the COPs shall have the authority to bargain on behalf of each Party's principals. Any decision reached by the COPs and where required, approved by each Party's principals, shall be reduced to writing, signed off by all of the Parties and distributed to each Party's principals.

Meetings

The COPs will meet four (4) times a year, such meetings to be scheduled in advance. As well, the COPs will meet within thirty (30) days of the request, in writing, of one of the Parties to the other three Parties. The thirty (30) day notice may be waived upon agreement of the Parties. The chair of the meetings will alternate between SAHO and the Provider Group Unions. The chair will be responsible to develop an agenda for the meeting. Administrative support, including the taking of minutes, shall be provided by SAHO. Minutes will be provided to the Parties for distribution as seen fit.

Duration of the Committee

The COPs shall continue as per Letter of Understanding #23 in the SAHO/SEIU Collective Agreement, Letter of Understanding #19 in the SAHO/CUPE Collective Agreement and Letter of Understanding #13 in the SAHO/SGEU Collective Agreement.

Disputed Items that Arise from the Maintenance Committee

Disputed issues that arise from the Maintenance Committee shall follow the process outlined in the JJEMC Letter of Understanding VII Dispute Resolution. ~~Should the issue not be resolved through the JJE Mediation Stage Process (see Appendix A)~~ The issues may then be referred to a Dispute Resolution ~~Tribunal~~ Process (see Appendix B).

Dispute Resolution - COPs

- 1) i) Where the COPs cannot reach agreement on a disputed issue(s), the Parties may mutually agree to refer the disputed issue(s) to any of the following dispute resolution methodologies:
 - a) Mediation; or
 - b) Conciliation; or
 - c) Expedited Arbitration; or
 - d) Full Panel Arbitration; or
 - e) To their Principals for negotiation.Failure to resolve a disputed issue via a) or b) shall not limit the Parties ability to use another process.

ii) If the Parties cannot mutually agree on where to refer the disputed issue(s), the Parties shall use a conciliator as appointed by the Ministry of Advanced Education, Employment and Labour to assist the Parties in agreeing on where to refer the disputed issue(s) from the choices c), d) or e).

iii) If the conciliator can not assist the Parties to reach agreement, the conciliator shall have the ability to make a final and binding decision on the process to be used.
- 2) Any agreement and/or award resulting from the above processes shall be final and binding on the Parties.
- 3) The Parties shall share equally any common costs (e.g. Mediator, Arbitrator, room rentals, etc) related to dispute resolution.
- 4) The Parties shall mean SAHO and the Unions (SEIU, CUPE, SGEU).

4. Licensed Practical Nurses

NEW LOU:

LETTER OF UNDERSTANDING

BETWEEN

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Re: Licensed Practical Nurses

The Regina Qu’Appelle Health Region, Sunrise Health Region, Sun Country Health Region, Prairie North Health Region and the Prince Albert Parkland Health Region are committed to enabling Licensed Practical Nurses to perform the full scope of their duties based on the model of care being provided.

The Health Regions shall have in place nursing policies and procedures which are consistent with the professional associations standards of practice and legislation that applies to Licensed Practical Nurses.

SAHO and the Health Regions designated above endorse and support the optimal utilization of LPNs’ professional skills.

5. Extended Health and Enhanced Dental Benefit Plans

**CUPE LOU #9
SEIU LOU #1
SGEU LOU #10**

LETTER OF UNDERSTANDING

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)
SASKATCHEWAN GOVERNMENT AND GENERAL
EMPLOYEES' UNION (SGEU)
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)**

AND

**SASKATCHEWAN ASSOCIATION
OF HEALTH ORGANIZATIONS (SAHO)**

Extended Health and Enhanced Dental Benefits Plan

The parties agree to follow the provisions of the multi-party Letter of Understanding regarding the review of Extended Health and Enhanced Dental Benefits Plan issues as set out below:

The Employer assures that the current level of benefits provided pursuant to the Extended Health and Enhanced Dental Benefit Plan as of April 1, **2008** will continue at no cost to the Employee, until March 31, **2012**.

Funding required to maintain the plan in accordance with the above paragraph and any surpluses generated will be used to provide benefits within the Extended Health and Enhanced Dental Plan for the Health Provider Employees.

**6. Proposals specific to SGEU
As proposed on September 22, 2009, and Amended October 1, 2009; October 16, 2009.**