

May 3, 2010

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Dear Gordon, Bonnie and Barb,

Thank you for the opportunity to meet with you on April 29, 2010. As I indicated at the meeting I have consulted with my principals regarding the positions and issues brought forward by you and your respective committees.

It was clear to our committee you would like SAHO to withdraw the final offer presented on January 27, 2010 and you wished to recommence collective bargaining. It was also clear you were not in agreement with the concept and example I gave of re-allocating a part of the SAHO wage proposal to increase Shift Premium, Weekend Premium and Professional Fees.

SAHO is not prepared to withdraw its final offer or increase the resources within the final offer. The final offer is reasonable, fair and competitive.

We strongly believe we have bargained with your groups in good faith, with the intent of achieving a renewed collective agreement in a timely manner. Since September of 2009 when SAHO and Employers tabled a total package offer to you, we have made three additional substantive offers. Through the conciliation process it became clear to us that the unions were not prepared to make substantive movement toward concluding an agreement. Therefore in an effort to conclude negotiations for a collective agreement that had been outstanding for almost 22 months we moved to our final position and requested you take it to your members for a vote.

Notwithstanding the above position, SAHO and Employers are tabling an addendum to our final offer to address some of the concerns we have heard from our employees and you have communicated to the media and to your members regarding the content of some of our efficiency related proposals within the final offer.

When we tabled the final offer we chose to include all of our resources into wage increases. This continues to be our preference as those resources are then distributed throughout all employees and also contribute toward pension benefits upon retirement. In addition our research shows the current weekend premium and shift differential rates are comparable with other Western Canadian health care provider groups. However, if you wish to reconsider your position regarding the reallocation of a portion of our wage proposal to premiums and differentials we would be willing to discuss it with you.

Specifically the addendum contains;

Amended language on CUPE Article 25 (Layoff and Re-Employment) which provides for additional bumping options for employees who cannot bump within their facility or where their facility has closed.

CUPE, SEIU and SGEU  
Re: Response to April 29, 2010 letter



Amended language within Article 25 that ensures a posting freeze associated with layoffs will last only for the duration of the layoff process.

A SAHO interpretation document on the application of the Multi-site language proposed within the SAHO final offer. Upon ratification of the collective agreement SAHO will distribute the interpretation/application document to all employers.

The withdrawal of the following SAHO/Employer proposals;

CUPE: Article 21.12 – Rate of Pay When Setting Up OTFT in a Second Position  
Article 27.21 – Call Back  
Article 27.22 – Call Back Transportation  
New Article 27.26 – Home Care Hours of Work  
Article 28.04 d) – OTFT Pay on a Designated Holiday  
Article 28.06 – Additional Day Off  
Article 29.05 – Posting Vacation Schedule

SEIU Article 11.09 – Temporary Vacancies  
Article 13.05 – Work Schedules  
New Article 23.0X – Outbreaks


The specific amended language, interpretation and withdrawals are attached to this letter.

In addition there is a document attached to provide a detailed explanation of the term of the agreement, determination of the base rates, the calculation of retroactivity and retroactivity eligibility (including the addition of an eligibility provision for employees who have been laid off after April 1, 2010 to receive retroactivity).

This addendum represents an additional move by SAHO to conclude a collective agreement. We believe the final offer and addendum should be taken to your respective memberships for a vote and we request that you do so.

We are prepared to continue meeting with you as is necessary to explain and elaborate on our final offer and addendum.

Respectfully



Bernie Young  
Acting Vice-President, Labour Relations,  
SAHO

c. Susan Antosh, CEO  
LR Consultants



## **Addendum to SAHO's Final Offer to Provider Unions – January 27, 2010**

### **1. Term, Hourly Salaries & Retroactive Payments**

#### **A. Term**

Collective Agreement ends March 31<sup>st</sup>, 2012

#### **B. Hourly Rate Calculations**

Effective the date of signing of the Collective Agreement the base hourly rates will be calculated as follows:

- 1) The March 31, 2008 base hourly rates will be increased by 4.0% creating the 08-09 base hourly rates;
- 2) The 08-09 base hourly rates will be increased by 2.0% creating the 09-10 base hourly rates;
- 3) The 09-10 base hourly rates will be increased by 1.5% creating the 10-11 base hourly rates.

The 10-11 base hourly rates shall be the salary rates paid to employees from the date of signing of the Collective Agreement up to and including March 31, 2011

Effective April 1, 2011 the 10-11 base hourly rates will be increase by 2.0%

#### **C. Retroactive Payment Calculations**

- 1) For the period April 1, 2008 to March 31, 2009, the retroactive payment will be calculated for each employee by multiplying all paid hours in this period by the 08-09 base hourly rates then subtracting the amount already paid for this period.
- 2) For the period April 1, 2009 to March 31, 2010, the retroactive payment will be calculated for each employee by multiplying all paid hours in this period by the 09-10 base hourly rates then subtracting the amount already paid for this period.

#### **D. Retroactive Payment Eligibility**

All employees on staff as of date of signing of the Collective Agreement, shall be eligible for retroactive payments based on C. above with any Employer party to this Collective Agreement. Employees who have moved between employers covered by the Collective Agreement shall apply to their previous employers for that portion of the retroactivity.

Employees who have retired from any Employer party to this Collective Agreement shall, upon application to their employer, be eligible for retroactive payment based on C. above up to and including the date of retirement or March 31, 2010 which ever occurs first.

**Addendum to SAHO's Final Offer to Provider Unions – January 27, 2010**

All applications for retroactive pay must be made within 30 calendar days of the signing of the Collective Agreement.

Subsequent to April 1, 2010, any employee who has been laid off and is unable to maintain employment and is not on staff as of the date of signing of the Collective agreement shall be eligible for the Retroactive Payment as calculated in C. above.

**Addendum to SAHO's Final Offer to Provider Unions – January 27, 2010**

**Addendum to SAHO's Final Offer to SEIU-West – January 27, 2010**

1. Page 28 – Delete proposed amendment to **Article 11.09 (Temporary Vacancies)** and remain with current language.
2. Page 37 – Delete proposed amendment to **Article 13.05 (Work Schedules)** and remain with current language.
3. Page 50 – Delete proposal to create new **Article 23.0X (Outbreak)**.

## **Addendum to SAHO's Final Offer to Provider Unions – January 27, 2010**

### **Addendum to SAHO's Final Offer to CUPE - January 27, 2010**

**1. Page 25** – Delete Amendment to Article 21.12

**2. Page 25** – Article 21.14 Multi-Site Work – SAHO will issue the attached Collective Agreement Interpretation Update.

**3. Page 26** - Amend Article 25.02 as follows:

#### **25.02 Notification to the Union**

In the event that notification has not already been provided in accordance with Article 24.01 – Workplace Reorganization or 24.02 - Technological Change, when the Employer(s) is considering changes which will result in the layoff of Employees, the Employer(s) will notify the Local of the Union at least fourteen (14) calendar days in advance of issuing layoff notices to Employees. **Such notice shall also contain notice when the employer is instituting a posting freeze for the duration of the lay-off process.**

The Employer(s) and the Local of the Union shall meet to discuss the implications of such lay-off.

**4. Page 26** - Amend Article 25.05 as follows:

#### **25.05 Displacement of Employees**

Laid off or displaced Employees may exercise seniority, subject to their qualifications and ability being sufficient to perform the duties, into a higher paid classification, a lower paid classification or same paid classification.

**a) Prior to exercising their seniority, laid off or displaced Employees shall be re-deployed to a vacant position within their classification in the facility/agency where the layoffs are occurring based on the following:**

**- full-time employees to full-time positions; and**

**- part-time employees to part-time positions with number of hours of work which most closely approximates the number of hours of work contained in their current letter of appointment.**

**b) Where Employees are unable to maintain employment under a) above, they shall choose a classification in which they wish to exercise their seniority.**

**1. A laid off or displaced Employee shall choose to move into a vacant position in the geographic Health Region or displace an Employee in the same pre-existing Agency or Facility, with less seniority.**

**2. If a laid off or displaced Employee is unable to maintain employment under 1) above, they shall have the right to displace the least senior employee within their classification or lower classification subject to their qualifications and ability being sufficient to perform the duties, in the geographic Health Region.**

**c) Employees shall choose to exercise their seniority into either a full time or part time position within the classification specified in b) above;**

## **Addendum to SAHO's Final Offer to Provider Unions – January 27, 2010**

d) As per **b)** above, the Employee shall displace the least senior full time Employee in the classification or the least senior part time Employee whose number of hours of work contained in their current letter of appointment most closely approximates the number of hours of work the Employee has chosen. Upon completion of the displacement process, the Employee may request an assignment within their department or classification. The supervisor shall assign rotations on the basis of seniority as per the request(s);

e) Where an Employee bumping has been regularly scheduled on a continuing basis to work a twelve (12) hour shift and holds greater seniority, the Employee may choose to displace the least senior Employee in the classification who is working a twelve (12) hour schedule in that classification. Where an Employee bumping has been regularly scheduled on a continuing basis to work an eight (8) hour shift and holds greater seniority, the Employee may choose to displace the least senior Employee in the same classification who is working an eight (8) hour schedule in that classification.

**Page 28** – Delete Amendment to Article 27.21

**Page 29** – Delete Amendment to Article 27.22

**Page 29** – Delete New Article 27.26

**Page 30** – Delete Amendment to Article 28.04 d)

**Page 31** – Delete Amendment to Article 28.06

**Page 31** – Delete Amendment to Article 29.05

# COLLECTIVE AGREEMENT INTERPRETATION UPDATE

Date: \_\_\_\_\_

SUN #: \_\_\_\_\_ CUPE #: 2010 - \_\_\_\_\_ SEIU#: \_\_\_\_\_  
HSAS #: \_\_\_\_\_ SGEU #: \_\_\_\_\_ Laundry #: \_\_\_\_\_

**Re:** Implementation of new Article 21.14 – Multi Site Work in the 2008 – 2012  
SAHO/CUPE Collective Bargaining Agreement

**Issue:** This interpretation is issued ensure that the CUPE Employers implement the Multi-site language in the SAHO CUPE Collective Agreement in a consistent manner. These guidelines are not to be applied to positions that work on a regional basis.

## A) Encumbered Positions

When the Employer(s) determines that Programs/Departments and encumbered position(s) are needed as multi-site the following guidelines will be utilized:

- Where possible, multi-site positions should be within the same community;
- Where possible, when multi-site work is required between two communities, the communities should not be more than 60 km apart;
- Where possible, based on operational requirements, employees should not be scheduled to work in different workplaces on the same day;
- Where multi-site work is required to be scheduled within the same day, transportation costs and travel time will be paid by the employer;
- When multi-site work is required between communities more than 60 km apart, then the employer will designate a “home base” workplace/community;
- All transportation costs and travel time away from the “home base” will be paid by the employer. The employer may require employees to utilize a CVA vehicle where available;
- Employees shall be provided with the appropriate workplace orientation as required;
- Work schedules shall be in accordance with the CBA

Items to be negotiated with the Local of the Union when encumbered positions are changed to multi-site:

- Date of implementation of multi-site work
- Affected employees
- Agreement shall not be unreasonably withheld

The Employer(s) and Employee(s) may enter into alternate arrangements to address unique circumstances where the employees home and “home base” are in different communities

## B) New or Vacant Positions

When the Employer(s) determines that new and/or vacant position(s) are needed as multi-site the following guidelines will be utilized:

- Where possible, multi-site positions should be within the same community;
- When multi-site work is required between two communities, the communities should not be more than 60 km apart;
- Where possible, based on operational requirements, employees should not be scheduled to work in different workplaces/communities on the same day;
- Where multi-site work is required to be scheduled within the same day, transportation costs and travel time will be paid by the employer;
- Work Schedules shall be in accordance with the CBA



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