

January 27, 2010

**Memorandum of Agreement
Between
The Canadian Union of Public Employees (CUPE)
And
The Saskatchewan Association of Health
Organizations (SAHO)**

**Final offer to resolve all outstanding items and conclude a
Collective Agreement**

The Employer respectfully requests that this offer
be submitted to the CUPE membership for ratification.

This Memorandum of Agreement which constitutes full and final settlement
of the terms of the Collective Agreement for the period April 1, 2008 to
March 31, 2012.

The Employer Bargaining Committee will recommend to its principals
acceptance of this Memorandum of Agreement.

Unless stated otherwise, the terms and conditions of the said Collective
Agreement become effective the date of signing of the Collective
Agreement.

All proposals in this Memorandum of Agreement are conditional upon
acceptance of this package in its entirety.

If this package is not accepted by March 31st, 2010 then retroactive pay will
cease to accrue effective April 1st, 2010.

The parties agree that the said Collective Agreement shall include the terms
of the previous Collective Agreement between the parties which expired
March 31, 2008 with the following amendments.

1. Wages & Term

April 1, 2008 – 4.00%

April 1, 2009 – 2.00%

April 1, 2010 – 1.50%

April 1, 2011 – 2.00%

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. 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 wage increases based on all paid hours up to and including the date of retirement.

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

2. Market Adjustment

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

JJE Job #	JJE JOB TITLE	Pay Band	Hourly Market Adjustment Amount (Added To Step 3)
300	Combined Laboratory X-Ray Technician (CLXT)	14	\$ 3.23
121	Laboratory Assistants	10	\$ 0.83
70	Medical Laboratory Technologists (MLT)	16	\$ 0.50
25	Medical Radiation Technologists (MRT)	16	\$ 0.50
170	Ophthalmic Assistants	8	\$ 1.90
195	Polysomnographic Technologist (Sleep Lab)	14	\$ 4.43
301	Medical Laboratory Technologists & X-ray Technicians	16	\$ 0.50
193	Nuclear Medicine Technologists	16	\$ 0.50

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), three (3) and four (4) below.
2. It is understood that the market adjusted wage rate is separate from 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. The Hourly Market Adjustment Rate shall be added to the maximum (Step 3) hourly rate of the “base wage” Pay Equity Pay Band Schedule A. Step One and Step Two hourly rates shall be calculated by maintaining the same percentage relationship between Step One and Step Two and between Step Two and Step Three as exists in the “base wage” Pay Equity Pay Band Schedule A.
4. 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).

Market Adjusted Pay Rates (For Information Purposes Only)

JJE Job #	JJE JOB TITLE	Pay Band	Step 1	Step 2	Step 3
300	Combined Laboratory X-Ray Technician (CLXT)	14			
	April 1, 2007 Pay Band Rates		\$ 23.99	\$ 24.84	\$ 25.68
	April 1, 2008 Pay Band Rates		\$ 24.95	\$ 25.83	\$ 26.71
	April 1, 2009 Pay Band Rates		\$ 25.45	\$ 26.35	\$ 27.24
	Proposed Market Adjusted Rates (Prior to Mar. 31, 2010)		\$ 28.46	\$ 29.47	\$ 30.47
	April 1, 2010 Pay Band Rates		\$ 25.83	\$ 26.75	\$ 27.65
	April 1, 2010 Market Adjusted Rates		\$ 28.84	\$ 29.87	\$ 30.88
	April 1, 2011 Pay Band Rates		\$ 26.35	\$ 27.29	\$ 28.20
	April 1, 2011 Market Adjusted Rates		\$ 29.36	\$ 30.41	\$ 31.43
121	Laboratory Assistants	10			
	April 1, 2007 Pay Band Rates		\$ 17.19	\$ 17.79	\$ 18.40
	April 1, 2008 Pay Band Rates		\$ 17.88	\$ 18.50	\$ 19.14
	April 1, 2009 Pay Band Rates		\$ 18.24	\$ 18.87	\$ 19.52
	Proposed Market Adjusted Rates (Prior to Mar. 31, 2010)		\$ 19.01	\$ 19.67	\$ 20.35
	April 1, 2010 Pay Band Rates		\$ 18.51	\$ 19.15	\$ 19.81
	April 1, 2010 Market Adjusted Rates		\$ 19.28	\$ 19.95	\$ 20.64
	April 1, 2011 Pay Band Rates		\$ 18.88	\$ 19.53	\$ 20.21
	April 1, 2011 Market Adjusted Rates		\$ 19.65	\$ 20.33	\$ 21.04

70	Medical Laboratory Technologists (MLT)	16			
	April 1, 2007 Pay Band Rates		\$ 28.23	\$ 29.22	\$ 30.24
	April 1, 2008 Pay Band Rates		\$ 29.36	\$ 30.39	\$ 31.45
	April 1, 2009 Pay Band Rates		\$ 29.95	\$ 31.00	\$ 32.08
	Proposed Market Adjusted Rates (Prior to Mar. 31, 2010)		\$ 30.41	\$ 31.48	\$ 32.58
	April 1, 2010 Pay Band Rates		\$ 30.40	\$ 31.47	\$ 32.56
	April 1, 2010 Market Adjusted Rates		\$ 30.86	\$ 31.95	\$ 33.06
	April 1, 2011 Pay Band Rates		\$ 31.01	\$ 32.10	\$ 33.21
	April 1, 2011 Market Adjusted Rates		\$ 31.47	\$ 32.58	\$ 33.71
25	Medical Radiation Technologists (MRT)	16			
	April 1, 2007 Pay Band Rates		\$ 28.23	\$ 29.22	\$ 30.24
	April 1, 2008 Pay Band Rates		\$ 29.36	\$ 30.39	\$ 31.45
	April 1, 2009 Pay Band Rates		\$ 29.95	\$ 31.00	\$ 32.08
	Proposed Market Adjusted Rates (Prior to Mar. 31, 2010)		\$ 30.41	\$ 31.48	\$ 32.58
	April 1, 2010 Pay Band Rates		\$ 30.40	\$ 31.47	\$ 32.56
	April 1, 2010 Market Adjusted Rates		\$ 30.86	\$ 31.95	\$ 33.06
	April 1, 2011 Pay Band Rates		\$ 31.01	\$ 32.10	\$ 33.21
	April 1, 2011 Market Adjusted Rates		\$ 31.47	\$ 32.58	\$ 33.71
170	Ophthalmic Assistants	8			
	April 1, 2007 Pay Band Rates		\$ 16.22	\$ 16.78	\$ 17.36
	April 1, 2008 Pay Band Rates		\$ 16.87	\$ 17.45	\$ 18.05
	April 1, 2009 Pay Band Rates		\$ 17.21	\$ 17.80	\$ 18.41
	Current % Between Steps				
	Proposed Market Adjusted Rates (Prior to Mar. 31, 2010)		\$ 18.99	\$ 19.64	\$ 20.31
	April 1, 2010 Pay Band Rates		\$ 17.47	\$ 18.07	\$ 18.69
	April 1, 2010 Market Adjusted Rates		\$ 19.25	\$ 19.91	\$ 20.59
	April 1, 2011 Pay Band Rates		\$ 17.82	\$ 18.43	\$ 19.06
	April 1, 2011 Market Adjusted Rates		\$ 19.60	\$ 20.27	\$ 20.96
195	Polysomnographic Technologist (Sleep Lab)	14			
	April 1, 2007 Pay Band Rates		\$ 23.99	\$ 24.84	\$ 25.68
	April 1, 2008 Pay Band Rates		\$ 24.95	\$ 25.83	\$ 26.71
	April 1, 2009 Pay Band Rates		\$ 25.45	\$ 26.35	\$ 27.24
	Proposed Market Adjusted Rates (Prior to Mar. 31, 2010)		\$ 29.59	\$ 30.64	\$ 31.67
	April 1, 2010 Pay Band Rates		\$ 25.83	\$ 26.75	\$ 27.65
	April 1, 2010 Market Adjusted Rates		\$ 29.97	\$ 31.04	\$ 32.08
	April 1, 2011 Pay Band Rates		\$ 26.35	\$ 27.29	\$ 28.20
	April 1, 2011 Market Adjusted Rates		\$ 30.49	\$ 31.58	\$ 32.63

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		\$ 29.36	\$ 30.39	\$ 31.45
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	April 1, 2007 Pay Band Rates		\$ 28.23	\$ 29.22	\$ 30.24
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	April 1, 2011 Market Adjusted Rates		\$ 31.47	\$ 32.58	\$ 33.71

Notes:

Step 1 and Step 2 were calculated by maintaining the same step progression that exists in the base rates.

Pay Band Rates were calculated based on the following increases: 4.0% (2008), 2% (2009), 1.5% (2010) and 2% (2011).

The above examples are based on a signing date prior to March 31st, 2010, there is no retroactive application of the Market Adjustments.

3. Job Evaluation

SAHO proposes the Maintenance Committee expedite (immediately following the ratification of the Memorandum of Agreement) the evaluation of the LPN classification changes. It is anticipated the review will place LPN's at Pay Band 15.

In exchange for the acceptance of the following joint job evaluation issues and documents as attached, the full amount of the overpayment issue arising from the implementation of the Joint Job Evaluation Plan shall be forgiven, subject to final resolution of the outstanding bundling issues in accordance with the Letter of Understanding contained herein.

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 Letters of Understanding will require changing: CUPE - LOU #18; SGEU – LOU #12; SEIU-West – LOU #22;

LETTER OF UNDERSTANDING

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

AND

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

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-West, ~~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.
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 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 c**Changes 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-West/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
 - 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 – WEST (SEIU-West)
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 - WEST (SEIU-West)
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 - WEST (SEIU-West)
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 - WEST (SEIU-WEST)

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-West) 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 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-West, 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-West 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-West, CUPE, SGEU).

4. Licensed Practical Nurses

NEW LOU:

LETTER OF UNDERSTANDING

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

AND

CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)

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 - WEST
(SEIU-West)**

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. Collective Agreement Language – Final Offer

Amend Article 20.01 k)

k) Should the Maintenance Committee recommend the creation of pay bands beyond **the existing Pay Bands Pay Band 21**, the Parties shall meet to establish the new pay bands based on the established point band size and wage line promotion formula.

Amend Article 21.01 b) as follows:

b) For informational purposes only the following shall be included and it is recognized that these conditions may be subject to change:

- i) shifts (days, evenings, nights) including actual hours,
- ii) probable date of commencement of the position, and
- iii) Regionally based, multi-site, facility-based/agency based or specific to a department.**

Delete Article 21.01 d)

Amend Article 21.12 as follows:

21.12 Rate of Pay when Setting Up OTFT in Second and Subsequent Positions

~~The salary rate for other than full-time Employees who are employed in more than one classification shall be established consistent with the terms of Article 21.04 – Pay Upon Promotion, Article 21.07 – Lateral Transfer within the Same Pay Band and Article 21.08 – Pay Upon Demotion.~~

Employees who are employed in two (2) or more other than full-time positions and in more than one (1) classification shall be paid at the appropriate salary rate based on the time worked in each classification.

Add a new Article 21.14 as follows:

21.14) Multi-Site Work

When an Employer makes a determination that a Program/Department and/or encumbered position(s) will be changed to be multi-site, within a Regional Health Authority, on a regular and ongoing basis, the Employer and the Local of the Union will meet to negotiate the details related to implementation of the change.

Agreement regarding the implementation of the change will not be unreasonably withheld by either party.

Implementation shall occur as follows:

- i) **In circumstances where not all Employees are affected by the planned change, qualified and able Employees will be allowed, in order of seniority, the opportunity to accept the changed position, or remain at their current worksite.**
- ii) **The Employer shall provide workplace and program orientation to an Employee who is reassigned.**
- iii) **Transportation costs associated with travel between work sites, during the work day, shall be paid by the Employer.**

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.**

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

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. 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;

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

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.

Amend Article 27.02 a) as follows:

a) Full Time Employees

Normal hours of work for full-time Employees shall be one hundred and twelve (112) hours in a three (3) week period divided into shifts of eight (8) consecutive hours (exclusive of a specified meal period).

~~On completion of one hundred and twelve (112) paid hours all Employees shall earn an unpaid day of rest.~~ **Employees shall be entitled to an unpaid day of rest in each designated three (3) week period.** This day of rest shall be scheduled **in accordance with the Master Schedules established by Article 27.11. Any changes in the scheduling of the day of rest must be** by mutual agreement between the Employee and Employer.

All hours worked in excess of eight (8) hours per day or one hundred and twelve (112) hours in a three (3) week period shall be classed as overtime and paid at overtime rates.

Amend Article 27.04 f) i) as follows:

f) i) Assignment of a Longer Shift

Should the senior Employee be scheduled for a shorter shift and a longer shift becomes available **within the same department**, the Employee shall be assigned the longer shift. ~~regardless of whether both shifts are in the same department and regardless of whether the shorter shift can be replaced or not.~~

Amend Article 27.04 i) as follows:

i) Failure to Properly Assign Work

The senior Employee not called in accordance with these provisions shall be **scheduled for** ~~paid for all~~ lost hours provided the error is ~~discovered~~ **reported** and recorded no later than fourteen (14) calendar days after the work is performed. ~~After the fourteen (14) calendar days the Employer will not be subject to payment.~~ **Such hours shall be scheduled as supernumerary within fourteen (14) calendar days from the date the lost hours are reported.**

Amend Article 27.10 as follows:

27.10 Overtime Rates of Pay

Employees shall not work overtime unless authorized by the Employer.

a) Overtime by Seniority

All Employees shall be eligible for overtime in their department and all overtime shall be offered in order of seniority.

The senior Employee not offered overtime in accordance with these provisions shall be scheduled to work for the lost overtime hours paid at the applicable overtime rates provided the error is reported no later than fourteen (14) calendar days after the overtime work is performed. After the fourteen (14) calendar days the Employer will not be subject to payment. Such hours shall be scheduled as supernumerary within fourteen (14) calendar days from the date the lost hours are reported.

Amend Article 27.17 as follows:

27.17 Weekends Off

Insofar as possible within established staffing patterns, Employees will be scheduled for weekends off on an equitable basis. All Employees shall have at least one (1) weekend off in every three (3) week period.

Those Employees required to work on the third (3rd) Saturday and/or Sunday shall be paid at overtime rates of pay for all hours so worked on the third (3rd) Saturday and/or Sunday except where it is mutually agreed otherwise between the Employer and the Local of the Union.

Full-time Employees shall not be scheduled to work more than two weekends in a row. If a full-time employee accepts an offer of overtime on the third weekend they shall be compensated in accordance with Article 27.10 c) iii).

OTFT Employees shall not be assigned or scheduled to work more than two weekends in a row. This does not preclude an OTFT employee from waiving their third (3rd) weekend premium to accept a shift at regular time.

An Employer may offer work on the third (3rd) weekend to be compensated at a rate of 2.0x their regular rate of pay to an OTFT Employee.

At no time shall an employee be paid overtime or third (3rd) weekend premium rates for regularly assigned or scheduled work on a weekend. An employee shall be eligible for third (3rd) weekend premium for a maximum of one weekend per designated three (3) week period.

Other than full time Employees on approved paid leave on a weekend(s) in any three (3) week period shall not be assigned but may be offered work on a third (3rd) weekend.

Amend Article 27.21 as follows:

27.21 Call Back

a) After Completion of Shift

Any Employee **on standby** who is called back to work the same day after having completed the regular work schedule, and having left the Employer(s)' premises, shall be paid for a minimum of two (2) hours at the rate of one and one-half (1 1/2) times the regular rate, provided that if such Employee is called back a second time within two (2) hours of the original call back, the Employee shall not be paid an additional amount of such call back.

b) After Midnight, on Designated Holidays and Scheduled Days Off

Employees **on standby** called back between the hours of 2400 midnight and 0700 on Designated Holidays or on their scheduled days off shall be paid at the rate of two (2) times their regular rate of pay for all hours so worked with a minimum of two (2) hours. However, should a call-back referred to above commence prior to 2400 hours (midnight) or continue after 0700 hours such time shall be paid at two (2) times the rate of pay. Notwithstanding Article 27.23 – Phone Calls After Hours, an Employee shall not receive payment for phone calls after hours within two (2) hours of the start of a minimum call back.

c) For Emergency Medical Services Employees

Other than full-time Employees who are called in while on standby shall receive regular rates of pay for all call-in hours of work except that overtime shall be paid for all hours worked in excess of the normal full time daily hours or hours in the applicable averaging period.

Amend Article 27.22 as follows:

27.22 Callback Transportation

Employees **on standby** who are called back to work outside their normal hours of work will use either the taxi company designated by the Employer(s) and will charge the return fare to the Employer(s), or where Employees are required or choose to use their own mode of transportation, the Employee shall be paid in accordance with Article 37.03 - Transportation.

Add a new Article 27.26

27.26 Home Care Hours of Work

The parties to this Agreement recognize the uniqueness of the Home Care Program and recognize the need for guaranteed hours of work to assist in providing quality care.

The parties agree that the creation of guaranteed hours and the assignment of hours to employees shall first (1st) be governed by the need for good client care. The parties agree that every reasonable effort will be made to recognize:

- Consistency in the provision of client care;
- Timeliness of response to client needs; and
- Seniority.

Hours of Work Applicable to Home Care Employees

a) In order to maximize hours, Employees may be required to work irregular hours within the following restrictions:

- i) **An employee shall not work more than ~~twelve (12)~~ eight (8) hours per day;**
- ii) **An employee shall not work more than one hundred and twelve (112) hours ~~averaged over~~ in the designated three (3) week period;**
- iii) **An employee's hours of work shall be confined within a ~~fifteen (15)~~ twelve (12) hour period beginning with the first (1st) hour worked.**
- iv) **An employee may be required to report for duty on no more than two (2) different occasions in such ~~fifteen (15)~~ twelve (12) hour period. At least eight (8) consecutive hours must separate the last hour worked and the first (1st) hour of the next work day ~~period~~;**
- v) **Nothing shall preclude the Employer and the Local of the Union from establishing an extended shift agreement;**
- vi) **No employee shall be required to work more than six (6) consecutive days without receiving days off, except by mutual agreement between the Employee and the Employer;**

- vii) **Employees shall not be assigned to work more than two weekends in the designated three (3) week period. However, part-time and relief Employees may work additional weekends at regular rates of pay upon mutual agreement between the Employer and the Employees affected;**
- viii) **If the employee is required to work beyond the preceding restrictions overtime pay shall be paid for all such hours worked;**

b) On days where Home Care Employees are required to retrieve or receive instructions related to their client assignments outside of normal scheduled work hours, they shall be paid fifteen (15) minutes at regular rates of pay.

c) Other than Full-time Employees will be required to fulfill their part-time (perm or temp) position before they can be expanded to shifts outside of Home Care.

Amend Article 28.04 d) as follows:

i) All other than full time Employees who do not work on the above designated holidays shall receive designated holiday pay on the following formula:

~~1944 =~~

$$\frac{\text{number of paid hours in the immediately preceding four weeks}}{149.5} \times \frac{\text{normal full time hours/day}}{\text{employee's hourly rate of pay}} = \text{designated holiday pay}$$

~~1872 =~~

$$\frac{\text{number of paid hours in the immediately preceding four weeks}}{144} \times \frac{\text{normal full time hours/day}}{\text{employee's hourly rate of pay}} = \text{designated holiday pay}$$

be paid bi-weekly on all straight time pay a premium of 4.94%.

ii) **For the purposes of this article straight time pay shall include the following:**

- Regular work time;**
- Designated Holidays Worked;**
- Sick Leave;**
- Union Leave Reimbursed by the Union;**
- Leave with Pay for Union Business**
- Pay while on Workers' Compensation Leave;**
- Paid Vacation Leave;**
- Bereavement Leave**
- Leave for Serious Illness;**
- Family Illness Leave;**
- Medical Care Leave;**
- Paid Jury or Court Witness Leave;**
- Time-in-Lieu utilized.**

Amend Article 28.06 as follows:

28.06 Additional Day Off

- a) When a Designated Holiday falls on a full-time Employee's scheduled day off, the Employee shall have an additional day off with pay within four (4) weeks before or after the Designated Holiday occurs. Such time off will be taken at a mutually agreed time. **When agreement can not be reached the employer shall schedule the day.**
- b) When a designated Holiday occurs during a full-time Employee's vacation leave, he/she shall be granted an additional day off as part of his/her vacation period.
- c) A full-time Employee who works on their Designated Holiday shall have the right to reschedule their day off, by mutual agreement in the following four (4) week period. **When agreement can not be reached the employer shall schedule the day.**

Amend Article 29.05 as follows:

29.05 Posting Vacation Schedule

The Employer(s) shall post notice that Employees may submit annual vacation requests. Annual vacation shall be regulated on a mutually agreed basis. In cases of disagreement, seniority shall govern in the department. When annual vacations are split, seniority shall govern in only one instance. Employees shall indicate their choice by **March 1st**. After this date, vacation dates shall be governed on a first-come basis. Employees who do not request annual vacation before **March 1st** shall forfeit their right to use seniority. Vacation schedules shall be posted and confirmed no later than April 1st. This shall not preclude employees from requesting vacation throughout the vacation year, providing they give three (3) weeks notice and do not interfere with predetermined vacations based on seniority. The Employer(s) shall confirm in writing, to the Employee, the granting of his/her request within seven (7) calendar days. Should the Employer(s) fail to respond to the request in writing, the request shall be deemed granted.

Amend Article 29.10 as follows:

29.10 Approved Absence during Vacation

Where in respect of any period of vacation leave, an Employee is:

- a) Granted bereavement leave, or
- b) Granted sick leave as a result of hospitalization during the scheduled vacation, or
- c) **Granted Paid Jury or Court Witness Leave**, or
- d) Granted sick leave for an illness which would confine

Remainder of Article is unchanged.

Amend Article 30.01 as follows:

30.01 General Leave of Absence

- a) Leave without pay shall ~~may~~ be granted to the Employee. insofar as the regular operation of the facility or agency will permit. All requests for leave of absence must be submitted in writing and shall include commencement date and length of the leave. For any leave for over thirty (30) calendar days the Employee will furnish reasons for the request. The Employer(s) shall respond to all requests for leave of absence within seven (7) days of receipt of the request with a copy forwarded to the Local of the Union.
- b) **A leave of absence for the purpose of alternate employment outside of the Regional Health Authorities and their Affiliates may be granted for a maximum of two calendar months. ~~at the discretion of the Employer~~**

Amend Article 30.05 as follows:

Upon request, on the death of a **person** ~~family member~~, as herein defined, an Employee shall be granted....

Remainder of Article unchanged.

Amend Article 31.08 b) ii) as follows:

ii) if at the time of the review it is determined the Employee will not be capable of returning to their position in the near future, the Employee's position will be posted and filled permanently. The Employee's name will be placed on a disability re-employment list and the Employee shall be accommodated if fit to return to work and/or may apply for vacancies when the Employee is fit to return to work. **The employee will be required to provide updated medical confirmation of disability on an annual basis.**

Employees whose names are placed on the disability re-employment list shall not earn vacation credits, designated holiday pay, sick leave credits for the entire period.

APPENDIX I

List of Employers and Locals

Review for accuracy

LETTER OF UNDERSTANDING #22

Retroactive Payments for Retired Employees

Delete

LETTER OF UNDERSTANDING #23

Retroactivity

Delete

7. SAHO/CUPE Mutually Agreed Language Amendments

10.02 d)

Documentation of disciplinary action shall be removed from the Employee's file provided there has been no further discipline of a similar nature rendered within two (2) years of the initial discipline

Documentation of disciplinary action concerning client abuse shall be subject to a five (5) year time limit.

11.08 Extension of Time Limits

The time limits set out above may be extended by ~~the~~ agreement between the Employer(s) and the Local of the Union.

11.09 Dispute Resolution Options

Failing satisfactory settlement of the Grievance at the Second Step, the matter may be referred within twenty-eight (28) calendar days to **any if the following:**

a) **Provincial** Dispute Resolution Committee

Prior to Arbitration, by mutual agreement between the Employer and the Local of the Union, the grievance may be referred to the Provincial Dispute Resolution Committee referred to in Article 12. **Requests for referral by either party must receive a response within fourteen (14) calendar days of receipt of the request. Upon agreement to refer the grievance to Dispute Resolution, the parties shall agree to meet within fourteen (14) calendar days to review all documentation and complete a statement of facts pertaining to said grievance.** Termination grievances shall not be referred to the Provincial Dispute Resolution Committee.

b) Expedited Arbitration

i) By mutual agreement between the Employer and the Local of the Union, the parties may agree to use one of the following persons who shall act as a single arbitrator in the expedited process.

- 1) **Robert Pelton, Q.C.**
- 2) **Dan Ish, Q.C.**
- 3) **Angela Zborosky**
- 4) _____

ii) The Arbitrator shall convene a hearing within twenty-eight (28) calendar days of written notification.

iii) The Arbitrator shall render a decision within two (2) working days of such hearings. No written reasons for the decision will be provided beyond that which the Arbitrator deems appropriate to convey a decision. The decision of the Arbitrator will be final and binding.

iv) The Arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions. Subject to the foregoing, the Arbitrator shall have the power to dispose of the grievance by an arrangement which he/she deems just and equitable.

~~iv~~ v) Expedited arbitration awards shall have no precedential value.

~~v~~ vi) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

~~vi~~) ~~No legal counsel will be used at the hearing.~~

vii) The cost of fees and expenses of the Arbitrator will be equally shared.

viii) The grievor(s), Union Representative(s) and Supervisor(s) who are party to the case shall be granted leave with pay to be present at the hearing.

~~b~~) c) Full Panel Arbitration

Failing mutual agreement to a) or b) above, either the Local of the Union or the Employer may refer the grievance to Full Panel Arbitration and a Board of Arbitration shall be established in accordance with *The Trade Union Act*. If it is not so referred, the grievance shall be deemed to be settled. **(Rest of clause unchanged)**

Article 12.03 c)

The Committee will approach each grievance by attempting to ascertain the facts and determine a resolution. Failing resolution, the Committee agrees to ~~produce a joint statement of facts and~~ determine the appropriate course of action to resolve the matter through expedited arbitration or full panel arbitration. Nothing in this Article will preclude the Local of the Union and Employer(s) from establishing a similar process within the Regional Health Authority.

Delete 12.04

15.13 Immunization/Quarantine

Any time lost as a result of:

- immunization required the Medical Health Officer in accordance with the Saskatchewan Immunization Manual or the Canadian Immunization Guide; or
- quarantine as determined by the Medical Health Officer or;
- being prohibited from working by the Employer as a result of exposure to an infectious disease as a result of her employment;

shall not result in loss of pay or reduction of the Employee's sick leave credits.

In the case of other than full time Employees, wages and benefits shall be based on the average number of paid hours in the last fifty-two (52) weeks preceding the date of such time lost or date of hire whichever is greater.

The Employer agrees to provide immunizations as required for Health Care workers in accordance with the Saskatchewan Immunization Manual and the Canadian Immunization Guide.

19.02 Loss of Seniority

Subject to Article 21.13 a), ~~a~~An Employee shall lose all entitled seniority and shall be deemed to have terminated employment from all Employer(s) in the geographic Regional Health Authority, ~~if in fact~~ *in the event* the Employee:

- a) **Is discharged for just cause and is not reinstated;**
- b) **voluntarily terminates from all ~~the employ of the~~ Employer(s) within the Regional Health Authority unless they withdraw their resignation within forty-eight (48) hours from the initial submission to the Employer.**
- g) Has not worked *in the past* one hundred and eighty (180) days within the bargaining unit, ~~then he or she shall lose their seniority and be deemed terminated~~ **exclusive of approved leaves.**
- h) Has retired.

21.02 c)

c) If a position becomes vacant within thirty (30) calendar days of the original commencement date, the vacated position shall be offered to the next senior applicant from the original posting in accordance with the above provisions.

21.03 h):

h) An Employee filling a temporary vacancy shall **only** be eligible for another temporary vacancy that would result in the Employee obtaining a position:

21.03 k)

k) An Employee filling a temporary vacancy who is the successful applicant for a permanent position in the same department with fewer guaranteed hours than their temporary position may opt to remain in the temporary position until its expiry date before commencing in the permanent position.

21.13 Portability of Benefits, Seniority and Accruals

a) Employees who terminate from ~~another CUPE Health Care bargaining unit an~~ **Employer(s) covered by the CUPE/SAHO Collective Bargaining Agreement** and who are successful in obtaining a position with ~~any~~ **another** Employer covered by the CUPE/SAHO Collective agreement within one hundred and twenty (120) days shall transfer:

- i) seniority;
- ii) unused sick leave credits to a maximum of thirty (30) days;
- iii) most recent vacation accrual rate **based on the earliest hire date**; current unused vacation credits will be paid out as per Section 25 of *The Labour Standards Act*. The Employee will have the option to purchase those vacation credits from their receiving Employer;
- iv) Salary Step, if re-employed in the same classification; and
- v) Pension, Group Life, Dental (core), Disability Income Plan, Extended Health Benefits and Enhanced Dental in accordance with the terms of the Plans.

22.01 Probation

Newly hired Employees(s) shall be on probation for a period ~~of four hundred and eighty (480) hours worked or five (5) calendar months whichever first occurs~~ from the date the Employee commences work. By mutual agreement of the Local of the Union and Employer an extension may be granted. The circumstances warranting the extension, the improvements expected by the Employer and the duration of the probationary extension must be communicated to the Employee. During the probationary period Employees shall be entitled to all rights and benefits of this Agreement. Probationary Employees may be terminated for reasons of general unsuitability. The Local of the Union shall be notified in writing of all such dismissals within seven (7) days. The communication to the Local of the Union shall outline the standards that are expected of the Employee, the date the Employee was notified of them and the time period the Employee was given an opportunity to demonstrate his/her ability and should include the reason for unsuitability.

22.02 Trial Period

Employees who are reclassified, transferred, promoted or who successfully apply for a temporary vacancy, shall be considered on trial in their new position for three hundred and twenty (320) hours worked or three (3) months whichever occurs first, following their ~~date of appointment to first day worked in~~ their new position.

Article 23.03 a)

Add the following sentence at the end of current sub-clause.

The committee shall provide an annual operations report including an annual operations statement, educational expenditures (program specific), and educational strategies implemented to meet current and future human resource needs, etc. to each Employer, each Local of the Union, and CUPE Healthcare Council.

27.01 Definition

a) For the purpose of this Agreement, a day shall be any twenty-four (24) hour period ~~calculated from the time the Employee commences the scheduled shift~~ **beginning at 0001 and ending at 2400.**

Article 27.02 c) i)

i) [3rd paragraph]

In addition to the regular rates of pay, a shift differential in the amount specified in Article ?? – Shift Premium, shall be paid for all assigned hours worked by field Employees, between the hours of 1800 and ~~0800~~ **0700**.

Article 27.02 e)

e) **Extended Shift Arrangements**

Extended shift arrangements (10 or 12 hours) may only be implemented upon mutual agreement between the Employer, the affected Employees and the Local of the Union.

Article 27.04 b)

b) Availability

ii) Employees may amend their Application for Relief Work form:

- Annually on February 1st to be effective March 1st providing their availability does not fall below the requirement of the original posting; or
- When they accept a part time or temporary position that affects their availability; or
- By mutual agreement between the Employer and the Employee and the Local of the Union. **Such agreement shall not be unreasonably withheld.**

iii) OTFT Employees may make short term requests for absences from their relief requirements **from one or all departments/lists.**

iv) Employees working in more than one (1) department and/or facility agency shall be required to inform the immediate supervisor or designate of any potential overtime **or premium pay** situations **which result in overtime rates of pay** and/or scheduling conflicts as soon as the Employee is aware.

Article 27.04 h)

h) Change or Cancel a Shift

The Employer(s) reserves the right to change or cancel a relief Employee's scheduled shift(s). If such shift(s) are cancelled without forty-eight (48) hours notice, the Employee shall be paid his/her regular earnings for any shift(s) cancelled within the forty-eight (48) hour period. A part-time Employee who is working relief, and whose shifts are cancelled shall return to their part-time schedule. **Insofar as regular operations permit, the Employer will endeavour to cancel relief shifts in reverse order of seniority.**

Article 27.04 k)

k) Failure to Indicate Overtime

Should an Employee fail to indicate an overtime situation, they shall be paid the applicable overtime rates and the Employee will be moved **for twenty eight (28) days** to the bottom of all relief lists **in the department where the infraction occurred.**

27.05 d)

- d) One (1) unpaid meal period of one-half (1/2) hour shall be scheduled for each Employee working a shift of ~~at least~~ five (5) hours or more. Employees unable to take their meal period at the time scheduled, shall be provided time later in the shift for the meal break. Employees who work the normal full time hours per day and who are unable to take their meal break will be paid one-half (1/2) hour at overtime rates.

27.12 Mutual Trades

Employees exchanging shifts between themselves, which results in deviation from the posted schedule, shall not be subject to the overtime provisions ~~and/or premium pay provisions~~ **overtime rates of pay** unless **such overtime rates of pay or overtime and/or premium pay** would have been paid irrespective of the change. **Requests shall be in writing.** Such exchanges shall be subject to the approval of the Employer.

27.24 f)

f)Where it is identified that there is an ongoing pattern of overtime, the Employer(s) and the Local of the Union shall meet to review the reasons for the overtime.

28.01 Designated Holidays

The Employer(s) recognizes the following as designated holidays:

New Year's Day
Family Day
Good Friday
Easter Sunday
Victoria Day
Canada Day
Saskatchewan Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

And any other day proclaimed as a designated holiday by the Federal, Provincial or Municipal Government. A civically declared designated holiday in lieu of any of the above named holidays shall not be considered as a designated holiday.

Employer(s) shall post a list of the dates upon which the Designated Holidays will be observed by December 1st of the preceding year.

Article 30.09

30.09 Medical Care Leave

An Employee who is unable to make arrangements for personal preventative health care outside of scheduled work time shall be granted time off with pay **to a maximum of twenty-four (24) working hours per year**. Such time off will be deducted from the Employee's sick leave accumulation.

On request, Employees will be required to show proof of such care.

Where an Employee is unable to make necessary arrangements outside of work time for any ongoing treatment or medical investigation, an Employee shall have access to sick leave credits.

Article 36.04

Article 36.04 – Pension Plan

The Employer agrees to participate in the SAHO Saskatchewan Health Employees' **Pension Plan (SHEPP)** and to comply with the terms and conditions of the Plan or maintaining the Existing Pension Plan that is currently in effect.

Article 37.10

Delete all of the current 37.10 b) and replace with the following:

b) Employees on authorized Employer business outside of their normal work area shall be reimbursed for accommodation and meal expenses in accordance with Employers' reimbursement policy supported by itemized receipts. Where an Employer does not have a reimbursement policy, Employees shall be reimbursed for accommodation and meal expenses for actual and reasonable charges supported by itemized receipts.

Delete Article 38.01

LETTER OF UNDERSTANDING #5

Local Letters of Understanding

Amend to read as follows:

The Parties agree that all Local Letters of Understanding shall remain in effect until such time as the Local of the Union and the Employer(s) reach agreement to amend any or all current Letters.

LETTER OF UNDERSTANDING #6

Vacation Pay on Termination or Retirement

The parties agree that Employees on staff as at date of signing formerly covered by the SGEU/PSC, CUPE Local 600/PSC, CUPE Local 600-0 & 600-6/SAHO and SGEU Wascana Rehabilitation Centre/SAHO shall be entitled to vacation on termination or retirement in accordance with Article 100 Vacation Entitlement in the Year of Retirement, Article 16.09d) Separation Allowance, Article 18.12 Vacation on Superannuation or 35 Year Service or Article 18.10 d) Separation Allowance respectively. The following are the provisions of the respective Collective Agreements:

a) SGEU/PSC

Vacation Entitlement in Year of Retirement

Employees leaving the service on or after age sixty-five (65) or at any time following the completion of thirty-five (35) years service, shall be entitled in the fiscal year of retirement to fifteen (15), twenty (20), twenty-five (25) or thirty (30) days vacation leave or pay in lieu thereof.

b) CUPE Local 600/PSC

Notwithstanding anything contained in any of the foregoing clauses, Employees who are superannuated or retired on account of ill health, or at the age of sixty (60) or more years, or after thirty-five (35) years of continuous service, shall be entitled in the vacation year of retirement to three (3) weeks

vacation leave, provided, however, that an Employee otherwise entitled under the provisions of this agreement to four (4), five (5) or six (6) weeks of vacation leave shall receive the same in the year of retirement. This entitlement shall be in addition to any earned vacation leave credited at the end of the previous vacation year.

e) ~~CUPE Local 600-01 & 6/SAHO~~

~~Notwithstanding anything contained in the foregoing clauses, Employees who are superannuated or retired before December 31st, 2006, on account of ill health or at the age of sixty (60) or more years, or after thirty five (35) years continuous service, shall be entitled in the vacation year of retirement to three (3) weeks' vacation leave, provided, however, that an Employee otherwise entitled under the provisions of this agreement to four (4) weeks, five (5) weeks or six (6) weeks of vacation leave, shall receive the same in the year of retirement.~~

d c) SGEU/Wascana/SAHO

An Employee leaving the facility on or after superannuation age or at any time following completion of thirty-five (35) years of service, shall be entitled in the fiscal year of retirement to vacation leave subject to Article 18.01 **of the 1999 Wascana Rehabilitation Centre Collective Agreement** or pay in lieu thereof, in addition to vacation earned and not used in advance.

LETTER OF UNDERSTANDING #10

PEBA Pension Plans

Delete

**LETTER OF UNDERSTANDING #10
BETWEEN
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
Public Employees Benefit Agency Pension Plans**

The parties agree that contributions made by Employers and Employees on behalf of Employees enrolled in the Public Employees Pension Plan shall be as follows:

Employee Rate – 5.00%

Employer Rate – 6.45%

The parties agree that Employer(s) contribute an additional one point four five percent (1.45%) up to *The Income Tax Act* maximums for Employees enrolled in the Public Service Superannuation Plan who have opted to join the Public Employees Pension Plan.

The parties hereto affixed their signatures this

day of .

SIGNED ON BEHALF OF THE
ASSOCIATION
OF HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF SASKATCHEWAN
CANADIAN UNION OF
PUBLIC EMPLOYEES

LETTER OF UNDERSTANDING #20
Review of Technologist /Technician Classifications
Delete