LETTER OF UNDERSTANDING
#25 RE: MARKET SUPPLEMENT

The Parties agree to follow the provisions of the Multi-Party Letter of Understanding regarding the Market Supplement Program as set out below:

Letter of Understanding
Between
Saskatchewan Association of Health Organizations (SAHO)
And
Service Employees International Union (SEIU)
Canadian Union of Public Employees (CUPE)
And
Saskatchewan Government and General Employees' Union (SGEU)
RE: Market Supplement Program

I. Market Supplement Implementation

The objective of the Market Supplement Program is to ensure that Saskatchewan health care employers can attract and retain the employees required to provide appropriate health care services to the people of Saskatchewan.

It is agreed, employer(s) and/or the Union(s) will identify areas/classifications where skill shortages have or may impede future service delivery. Either party may submit a recommendation to the SAHO Market Supplement Review Committee. For the implementation of a market supplement wage rate the following provisions shall apply:

1. The Market Supplement Review Committee must request market information from employers within (15) days of the date that the request is submitted to the Committee.

2. The Market Supplement Review Committee shall render its decision within forty-five (45) working days of the date the Committee requests labour market

information from SAHO's employer membership. If the SAHO Market Supplement Review Committee fails to act or render its decision within the above timeframes, the issue of a market supplement shall be referred to adjudication as set out below.

3. The Market Supplement Review Committee shall fully disclose to the Union(s) the reasons for its determination of a market supplement request at the time the decision is rendered. Such disclosure shall include the Market Supplement Review Committee's final report and, upon request of the Union(s), labour market information submitted by SAHO or SAHO's employer membership to the Market Supplement Review Committee, including but not limited to documents containing information on:

   a) Service delivery impacts: service delivery impacts are analyzed, including options for alternative service delivery models.

   b) Turnover rates: an annual turnover (loss of employees to other competitor Employers) ratio to the existing staff complement in any given occupation. Local analysis of reasons for leaving will be necessary to determine any trends that may be emerging.

   c) Vacancy rate analysis: whereby the frequency and timing of vacancy occurrences (i.e., seasonal; always following an event; etc.) are analyzed for trends that may affect recruitment/retention efforts.

   d) Recruitment issue analysis: whereby issues such as length of recruitment times, training investments, licensing issues, supply and demand issues, etc. are analyzed for trends which may affect recruitment/retention efforts.

e) Salary market conditions: affected Employer's salary levels are lower than other Employers that affected Employers would expect to recruit employees from, or other Employers that affected employees are recruited to. This may be local, provincial, regional or national depending on the occupational group and traditional recruitment relationships. Cost of living considerations may or may not be appropriate to factor into market salary comparisons.

Should the Market Supplement Review Committee fail to act or render a decision, or if the Union(s) disagrees with the decision, within the timeframes in I (2), this disclosure shall occur upon receiving notice of referral to adjudication from the Union(s).

4. Where the SAHO Market Supplement Review Committee does not recommend that a classification receive a market supplement, the matter may, within a period of forty-five (45) working days from the date of the report, be referred to the Market Supplement Adjudicator in accordance with Section II – Market Supplement Adjudication.

5. Where the SAHO Market Supplement Review Committee report recommends a market supplement, the determination of market supplemented wage rates shall be subject to negotiation by the Unions and SAHO. Should agreement not be reached by the parties in such negotiations within a period of forty-five (45) working days from the date the Union receives the report, the matter shall be referred to the Market Supplement Adjudicator, in accordance with Section II – Market Supplement Adjudication.

6. The effective date for the market supplement shall be the date of the Market Supplement Review Committee report.

II. Market Supplement Adjudication

1. The determination of market supplement wage rates shall be subject to negotiation between the Union(s) and SAHO.

2. Where agreement on a market supplement wage rate cannot be reached by the Union(s) and SAHO, or where the SAHO Market Supplement Review Committee does not recommend that a classification receive a market supplement either expressly or in a timely manner, the matter may be referred to an adjudicator, Phil Johnson, for final determination. In the event that Phil Johnson is not available to conduct the adjudication and render a decision within the time frames identified below, the matter shall be referred to an alternate adjudicator who is mutually acceptable to both the Union(s) and SAHO

3. The Market Supplement Adjudicator shall hear the matter within twenty-eight (28) calendar days of it being referred.

4. In the case of review on the matter of whether a market supplement is appropriate, both the Union(s) and SAHO shall be limited to presenting only the following labour market review criteria: service delivery impacts, turnover rates, vacancy rate analysis, recruitment issue analysis and salary market conditions as defined in I. 3. a) to e).

5. The jurisdiction of the Market Supplement Adjudicator in determining a market supplement wage rate, or determining whether or not a market supplement is appropriate, shall be limited to the labour market criteria as listed above.

6. In the case where a market supplemented wage rate is disputed, both the Union(s) and SAHO shall present a proposed market supplemented wage rate, and shall be

entitled to present supporting written documentation. Witnesses shall not be utilized in the hearing.

7. The Market Supplement Adjudicator in determining a market supplement wage rate or determining whether or not a market supplement is appropriate shall be limited to choosing the Unions' or SAHO's final position.

8. The Market Supplement Adjudicator's decision will be binding to all three Unions, the Employer and SAHO regardless of which party initiated the adjudication.

9. The Market Supplement Adjudicator decision shall be published within seven (7) calendar days of the hearing. Sufficient detail to explain the rationale for the decision shall be included in the written decision. The decision shall be final and binding on the parties and will not be subject to appeal.

10. The Union(s) and SAHO will equally share the costs of fees and expenses of the Market Supplement Adjudicator.

III. Market Supplement Eligibility and Review

1. Market supplemented wage rates shall be payable to all eligible employees in the wage schedules classification, subject to paragraphs three (3) and four (4) below.

2. Employees shall be eligible for the above market supplement wage rates if they are employed on the date the market supplement becomes effective, or if they are hired after the date the market supplement becomes effective.

3. The market supplement wage rates shall be reviewed annually from the date of agreement reached by the Union(s) and SAHO, or the Market Supplement Adjudicator. Should market conditions change so that a review sooner than the annual one is required, the

SAHO Market Supplement Review Committee shall undertake such review. Disclosure to the Unions shall be undertaken by the Committee in accordance with I (3).

a. If the Market Supplement Review Committee determines that a further market supplement is warranted, then the Union(s) and SAHO shall meet to negotiate the new market supplement rate, or failing same, will refer the matter to an adjudicator in accordance with the provisions outlined in II (2) through II (9).

b. If it is determined by the Market Supplement Review Committee or an Adjudicator that a market supplement rate is no longer needed, then the market supplement wage rate shall be frozen and existing and newly hired employees shall be entitled to the market supplemented wage rates until such time as the Collective Agreement wage schedule rate matches or exceeds it.

c. It is understood that the market supplemented wage rate is separate to the Collective Agreement Pay Equity Pay Band Schedule A and is not used in the calculation of the general wage percentage increases for the Pay Equity Pay Band rates. General wage percentage increases shall be calculated on the "base wage" only, and the market supplement portion of the "total wage" shall be added to the newly revised "base wage." This process shall not apply to frozen market supplemented wage rates as set out in b) above.

4. Market supplement 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).

5. Should the Union(s) or SAHO wish to modify or discontinue the terms or conditions of this Letter of Understanding, the party wishing to do so will provide the other party with ninety (90) days notice of the change or discontinuation. The parties shall meet within fourteen (14) calendar days from notification to discuss the matter.

LETTER OF UNDERSTANDING
#26 RE: REVIEW OF EMS ISSUES

The Parties agree to follow the provisions of the Multi-Party Letter of Understanding regarding the review of EMS Issues as set out below:

Letter of Understanding
Between
Canadian Union of Public Employees (CUPE), Saskatchewan Government and General Employees' Union (SGEU), Service Employees International Union (SEIU)
And
Saskatchewan Association of Health Organizations (SAHO)
RE: Review of EMS Issues

It is agreed that during the life of the Collective Agreement, SAHO, Employers and the Provider Unions will jointly review issues concerning EMS employees relative to:

a) Maximizing full-time and part-time positions;

b) Terms and conditions for Other Than Full Time employees including, but not limited to sick leave, benefit plans, and seniority; and

c) Establishment of "integrated" (blended) Emergency Medical Services (EMS) positions, within traditional health care settings, such as Acute and Supportive Care.