

The Resumption of Services (Nurses - SUN) Act

Repealed
by [chapter R-22.001 Reg 1](#) (effective August 31, 1999).

Formerly
[Chapter R-22.001 of *The Statutes of Saskatchewan, 1999*](#)
(effective April 8, 1999).

NOTE:

This consolidation is not official. Amendments have been incorporated for convenience of reference and the original statutes and regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the original statutes and regulations, errors that may have appeared are reproduced in this consolidation.

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CHAPTER R-22.001

An Act respecting the Resumption of Services by Nurses and the Concluding of a New Collective Bargaining Agreement between the Representative Employers' Organization and the Union

Short title

1 This Act may be cited as *The Resumption of Services (Nurses - SUN) Act*.

Interpretation

2 In this Act:

- (a) **“employee”** means a nurse, as defined in *The Health Labour Relations Reorganization (Commissioner) Regulations*, who is a member of the union and who is employed by an employer;
- (b) **“employer”** means an employer listed in Table A of the Schedule and any successor to any of those employers and includes any employer that the Lieutenant Governor in Council may add to Table A by an Order in Council passed for that purpose;
- (c) **“representative employers' organization”** means the Saskatchewan Health-Care Association, commonly known as the Saskatchewan Association of Health Organizations;
- (d) **“union”** means the Saskatchewan Union of Nurses;
- (e) **“wages payable”** means the annual straight time base pay for all employees;
- (f) **“work stoppage”** means a lock-out or strike as defined in *The Trade Union Act*.

1999, c.R-22.001, s.2.

Continuation or resumption of employment

3 Immediately on the coming into force of this Act and until a new collective bargaining agreement is concluded between the representative employers' organization and the union:

- (a) every employee shall continue or resume the duties of his or her employment with his or her employer in accordance with the terms and conditions of the last collective bargaining agreement that governs the employee's employment; and
- (b) every employer shall permit each of its employees to continue or resume the duties of his or her employment in accordance with the terms and conditions of the last collective bargaining agreement that governs the employee's employment.

1999, c.R-22.001, s.3.

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4 Immediately on the coming into force of this Act, every person who is authorized on behalf of the union to bargain collectively with the representative employers' organization shall give notice to the employees on whose behalf the person is authorized to bargain collectively that any declaration or authorization of a work stoppage or any direction to participate in a work stoppage is invalid.

1999, c.R-22.001, s.4.

Prohibitions

5(1) No person shall in any manner impede or prevent, or attempt to impede or prevent, any employee from complying with section 3 or counsel any employee not to comply with section 3.

(2) No employee shall, without lawful excuse, fail to continue or resume the duties of his or her employment with his or her employer.

(3) No employer and no person acting on behalf of an employer shall, without lawful excuse, refuse to permit or authorize, or direct or authorize another person to refuse to permit or authorize, any employee from continuing or resuming the duties of his or her employment as required by section 3.

1999, c.R-22.001, s.5.

Disciplinary action prohibited

6 Neither the union nor any person acting on behalf of the union shall in any manner:

(a) discipline any employee for the reason that the employee complies with section 3; or

(b) direct, authorize or counsel another person to discipline any employee for the reason that the employee complies with section 3.

1999, c.R-22.001, s.6.

Extension of last collective bargaining agreement

7(1) Notwithstanding any other Act or law or any provision of a last collective bargaining agreement to the contrary, until a new collective bargaining agreement is concluded between the representative employers' organization and the union:

(a) the last collective bargaining agreements that govern employees' employment are extended; and

(b) subject to subsection (2), the terms and conditions of the last collective bargaining agreements that govern employees' employment remain in effect.

(2) Notwithstanding the terms and conditions of the last collective bargaining agreements, the employer shall calculate and pay wages to employees as if the rates of pay applicable to employees as set out in the last collective bargaining agreements that govern employees' employment were increased by:

(a) 2% effective April 1, 1999;

(b) an additional 2% effective April 1, 2000; and

(c) an additional 2% effective April 1, 2001.

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(3) If the representative employers' organization and the union conclude a new collective bargaining agreement, the representative employers' organization and the union:

- (a) shall include provisions to increase the rates of pay of employees subject to the restriction that such increases are to be those set out in subsection (2);
- (b) may include provisions to increase monetary and other benefits, other than rates of pay mentioned in subsection (2), subject to the restriction that:
 - (i) the increase in the amount of those monetary and other benefits does not exceed 1% of wages payable in the period commencing on April 1, 1998 and ending on March 31, 1999; and
 - (ii) the compounded total amount of moneys paid with respect to those monetary and other benefits during the period of the new collective bargaining agreement does not exceed 2% of wages payable in the period commencing on April 1, 1998 and ending on March 31, 1999; and
- (c) may include provisions to address disparities between employees that resulted from the implementation of *The Health Labour Relations Reorganization (Commissioner) Regulations*, subject to the restriction that the amount of money paid pursuant to those provisions does not exceed 1.2% of wages payable in the period commencing on April 1, 1998 and ending on March 31, 1999.

(4) Any new collective bargaining agreement concluded between the representative employers' organization and the union must:

- (a) comply with section 13 of *The Health Labour Relations Reorganization (Commissioner) Regulations*;
- (b) expire on or after March 31, 2002; and
- (c) comply with the restrictions set out in subsection (3).

(5) Any provision in a new collective bargaining agreement concluded between the representative employers' organization and the union is void if the provision does not comply with subsection (4).

1999, c.R-22.001, s.7.

Work stoppages prohibited

8 During the period for which the last collective bargaining agreements are extended in accordance with section 7:

- (a) no employer shall declare, authorize, direct or cause a work stoppage against an employee or the union;
- (b) no officer or representative of the union shall declare, authorize, direct or cause a work stoppage of any employee against an employer; and
- (c) no employee shall participate in a work stoppage against his or her employer.

1999, c.R-22.001, s.8.

Variations or revisions to new collective bargaining agreement

9 Nothing in this Act prohibits the representative employers' organization and the union from agreeing to vary or revise a new collective bargaining agreement concluded between the representative employers' organization and the union.

1999, c.R-22.001, s.9.

Offences and penalties

10(1) Every person who contravenes any provision of this Act is guilty of an offence and liable on summary conviction:

(a) in the case of an offence committed by the representative employers' organization, an employer or the union or by a person acting on behalf of an employer or the union, to a fine of not more than \$50,000 and, in the case of a continuing offence, to a further fine of \$10,000 for each day or part of a day during which the offence continues; and

(b) in the case of an offence committed by any person other than one described in clause (a), to a fine of not more than \$2,000 and, in the case of a continuing offence, to a further fine of \$400 for each day or part of a day during which the offence continues.

(2) In the case of default of payment of a fine imposed on a person pursuant to this section, the convicting court shall, on the request of the Attorney General, furnish the Attorney General with a certified copy of the order of conviction and fine imposed and, on its filing in the office of the local registrar of the Court of Queen's Bench, that order is enforceable as a judgment of that court.

1999, c.R-22.001, s.10.

Schedule**TABLE A****Employers**

[*Clause 2(b)*]

Assiniboine Valley District Health Board
 Battlefords District Health Board
 Central Plains District Health Board
 East Central District Health Board
 Gabriel Springs District Health Board
 Greenhead District Health Board
 Keewatin Yatthe District Health Board
 Living Sky District Health Board
 Lloydminster District Health Board
 Mamawetan Churchill River District Health Board
 Midwest District Health Board
 Moose Jaw/Thunder Creek District Health Board
 Moose Mountain District Health Board
 North Central District Health Board
 North Valley District Health Board
 North-East District Health Board

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Northwest District Health Board
Parkland District Health Board
Pasquia District Health Board
Pipestone District Health Board
Prairie West District Health Board
Prince Albert District Health Board
Regina District Health Board
Rolling Hills District Health Board
Saskatoon District Health Board
South Central District Health Board
South Country District Health Board
South East District Health Board
Southwest District Health Board
Swift Current District Health Board
Touchwood Qu'Appelle District Health Board
Twin Rivers District Health Board
Bethany Pioneer Village Inc.
Buena Vista Lodge Inc.
Cupar and District Nursing Home Inc.
Duck Lake and District Nursing Home Inc.
Holy Family Hospital, Prince Albert
Humboldt and District Housing Corporation
Jubilee Residences Inc.
Kindersley Senior Care Inc.
La Ronge Health Centre
Lakeview Pioneer Lodge Inc.
Lutheran Sunset Home of Saskatoon
Mont St. Joseph Home Inc.
Newhope Pioneer Lodge Incorporated
Oliver Lodge
Providence Place for Holistic Health Inc.
Radville Marian Health Centre Inc.
Regina Pioneer Village Ltd.
Santa Maria Senior Citizens Home Inc.
Saskatoon Convalescent Home
Sherbrooke Community Society Inc.
Societe Joseph Breton Inc. (Villa Pascal)
St. Paul Lutheran Home of Melville
St. Peter's Hospital, Melville
St. Michael's Hospital of Cudworth
St. Martin's Union Hospital (La Loche)
St. Joseph's Hospital (Grey Nuns) of Gravelbourg
St. Joseph's Health Centre, Macklin
St. Joseph's Hospital of Estevan
St. Elizabeth's Hospital of Humboldt
St. Anthony's Hospital Inc.
St. Joseph's Hospital (Ile-à-la-Crosse)

St. Paul's Hospital (Grey Nuns) of Saskatoon

St. Ann's Senior Citizens Village Corporation

The Regina Lutheran Housing Corporation

The Salvation Army for the purposes of operating the Salvation Army Eventide Home
of Saskatoon

The Border-Line Housing Company (1975) Inc.

Uranium City Municipal Hospital

1999, c.R-22.001.