

PART II

REVISED REGULATIONS OF SASKATCHEWAN

CHAPTER C-27.01 REG 1

The Conservation Easements Act

Section 12

Order in Council 24/97, dated January 17, 1997

(Filed January 17, 1997)

Title

1 These regulations may be cited as *The Conservation Easements Regulations*.

Interpretation

2 In these regulations, “**Act**” means *The Conservation Easements Act*.

Notice of intent

3(1) For the purposes of subsection 8(1) of the Act, Form A of the Appendix is prescribed as the form for a notice of intent.

(2) A notice of intent shall be served personally or by registered mail.

Conservation easement notice

4 For the purposes of subsection 7(1) of the Act, Form B of the Appendix is prescribed as the form for a conservation easement notice.

Conservation easement

5 A conservation easement is to contain the following information:

- (a) the name and mailing address of the grantor and the holder;
- (b) the legal land description of the conservation easement by metes and bounds or by plan of survey;
- (c) a sketch of the land to which the conservation easement relates;
- (d) the period for which the conservation easement is to exist;
- (e) the purpose for which the conservation easement is granted;
- (f) where land use practices are permitted, restricted or prohibited on the land to which the easement relates, a description of those practices;
- (g) the conservation, restoration or enhancement practices that may be undertaken by the holder;
- (h) the control over third-party access to the land to which the conservation easement relates;
- (i) the allocation of liability between the holder and grantor for personal injury and property damage occurring on the land to which the conservation easement relates;
- (j) the responsibility for costs related to the conservation easement;
- (k) where the conservation easement may be assigned, the provisions respecting assignment.

Assignment

6(1) For the purposes of clause 3(2)(b) of the Act, a conservation easement may be assigned by submitting to the appropriate land titles office an Assignment by Holder in Form C of the Appendix.

(2) On registration of an Assignment by Holder, the assignee becomes the holder for all purposes and has all the rights of a holder granted by the Act and the conservation easement agreement and is subject to all the liabilities imposed on the holder by the Act and the conservation easement agreement.

(3) Where a holder makes an assignment, a copy of the Assignment by Holder is to be provided to the department.

Election by Crown

7 Where the Crown elects to assume the obligations of a holder and accept the rights and privileges respecting the conservation easement pursuant to subsection 10(2) of the Act, the Crown shall file a notice to that effect at the appropriate land titles office.

Notice of discharge

8 For the purposes of subsection 10(3) of the Act, Form D of the Appendix is prescribed as the form for a notice of discharge.

Attestation of forms

9(1) Forms B to D of the Appendix are to be attested to in the manner set out in *The Land Titles Act* for the attestation of instruments.

(2) For the purposes of subsection (1):

(a) an affidavit of attestation of an instrument by an individual may be in Form E of the Appendix; and

(b) an affidavit of attestation of an instrument by a corporate officer may be in Form F of the Appendix.

Registration in land titles office

10 When a document pursuant to the Act or these regulations is submitted to the appropriate land titles office for registration, the registrar, where the document is fit for registration, shall:

(a) enter the receipt of the instrument in the day book or instrument register; and

(b) make an entry of the instrument on the certificate of title affected by the instrument.

Coming into force

11 These regulations come into force on the day on which *The Conservation Easements Act* comes into force.

Appendix

FORM A

[Section 3]

Notice of Intent

TO: _____
(This notice is to be served on all persons with interests appearing on the certificate of title respecting the lands against which the conservation easement notice is proposed to be registered and on the municipality in which the land affected by the conservation easement is located.)

IMPORTANT NOTICE

The proposed holder of a conservation easement, _____, and the proposed grantor, _____, have entered into a conservation easement agreement respecting the following lands that are owned by the proposed grantor:

(legal land description by metes and bounds or by plan of survey)

The proposed holder and the proposed grantor intend to submit a conservation easement notice to the _____ Land Titles Office for registration against the certificate of title to the above lands pursuant to *The Conservation Easements Act*.

The attached conservation easement agreement sets out the details of the conservation easement.

DATED this _____ day of _____, 19 _____.

(Proposed Holder)

(Address for Service)

IF YOU OBJECT TO THE REGISTRATION OF THE CONSERVATION EASEMENT NOTICE, YOU MAY APPLY, WITHIN 60 DAYS OF BEING SERVED WITH THIS NOTICE OF INTENT, TO THE COURT OF QUEEN'S BENCH IN THE JUDICIAL CENTRE WHERE THE LAND IS LOCATED FOR AN ORDER THAT THE CONSERVATION EASEMENT NOTICE NOT BE REGISTERED OR SUBMITTED FOR REGISTRATION.

FORM B
[Section 4]

Conservation Easement Notice

TO THE REGISTRAR:

_____ Land Registration District
_____, Saskatchewan.

PART A

A. GRANTOR

1. The grantor, _____, submits this conservation easement notice for registration pursuant to *The Conservation Easements Act* respecting a conservation easement agreement between the grantor and _____, the holder, respecting the following lands:

(legal land description by metes and bounds or by plan of survey)

2. The grantor is the registered owner of an estate in fee simple of the above lands.
3. The conservation easement is granted for one of the purposes mentioned in section 4 of *The Conservation Easements Act*.

DATED this _____ day of _____, 19 ____ .

(Witness)

(Affidavit of Attestation required)

(Grantor)

(Address for Service in Saskatchewan)

PART B

B. HOLDER

1. The holder is eligible to hold a conservation easement pursuant to section 6 of *The Conservation Easements Act*.
2. Pursuant to *The Conservation Easements Act* and the regulations, the holder served a notice of intent to register a conservation easement notice in Form A on:
 - (a) all persons with interests appearing on the certificate of title respecting the lands against which the conservation easement notice is proposed to be registered, namely:

Name

Instrument No. of Interest

- (b) the municipality in which the land affected by the conservation easement is located, namely:

_____ .

3. The 60-day period for objection mentioned in subsection 8(2) of *The Conservation Easements Act* has elapsed and no person has made an application to the Court of Queen's Bench for an order that the conservation easement notice not be registered or submitted for registration.
4. A conservation easement between _____ ,
as grantor, and _____ , as holder, has been agreed to that:
 - (a) grants rights and privileges to the holder respecting land that relate to the purpose for which the conservation easement is granted; and
 - (b) imposes obligations, either positive or negative, on the grantor or holder respecting that land that relate to the purpose for which the conservation easement is granted.
5. The conservation easement is granted for one of the purposes mentioned in section 4 of *The Conservation Easements Act*.

DATED this _____ day of _____ , 19 _____ .

(Witness)
(Affidavit of Attestation required)

(Holder)

(Address for Service in Saskatchewan)

FORM C
[Section 6]

Assignment by Holder

TO THE REGISTRAR:

_____ Land Registration District
_____, Saskatchewan.

The holder, _____ , of a conservation easement pursuant to a conservation easement agreement and a conservation easement notice registered in the Land Titles Office for the _____ Land Registration District as Instrument No. _____ , assigns the conservation easement agreement to _____ , whose address for service in Saskatchewan is:

together with all rights granted by *The Land Titles Act* and *The Conservation Easements Act* to the holder and subject to all obligations imposed by those Acts on the holder.

DATED this _____ day of _____, 19 ____ .

(Witness)
(Affidavit of Attestation required)

(Holder)

(Address for Service in Saskatchewan)

FORM D
[Section 8]

Notice of Discharge

TO THE REGISTRAR:

_____ Land Registration District
_____, Saskatchewan.

TAKE NOTICE THAT the conservation easement registered as Instrument No. _____ is wholly and completely discharged.

(legal land description by metes and bounds or by plan of survey)

DATED this _____ day of _____, 19 ____ .

(Witness)
(Affidavit of Attestation required)

(Registered Owner of Land)

(Witness)
(Affidavit of Attestation required)

(Holder of Conservation Easement)

FORM E
[Clause 9(2)(a)]

Affidavit of Attestation of an Instrument by an Individual

Province of Saskatchewan,

To Wit:

I, _____, of _____,
(name) (insert address)

make oath and say:

1. That I was personally present and did see _____
named in the within (or annexed) instrument, who is personally known to me to be
the person named therein, duly sign and execute the same for the purposes named
therein;
2. That the same was executed at the _____ in
the _____, and that I am the subscribing witness thereto;
3. That I, _____, know
the said _____, who is, in my belief, eighteen years of age or more.

Sworn before me at the _____)
_____)
of _____ in the _____)
_____)
of _____ this _____) _____
(Signature)
day of _____, 19 _____)
_____)
_____)

FORM F
[Clause 9(2)(b)]

Affidavit of Attestation of an Instrument by a Corporate Officer

Province of Saskatchewan,

To Wit:

I, _____, of _____,
(name) (insert address)

make oath and say:

1. That I was personally present and did see _____
named in the within (or annexed) instrument, who is personally known to me to be
the person named therein, duly sign and execute the same for the purposes named
therein;
2. That the same was executed at the _____ in
the _____, and that I am the subscribing witness thereto;
3. That I, _____, know
the said _____, who is, in my belief, eighteen years of age or more.
4. That _____ is the _____
(name) (position title)
of _____ and is authorized by the corporation to
(name of corporation)
execute the within (or annexed) instrument.

Sworn before me at the _____)
)
of _____ in the _____)
)
of _____ this _____) _____
)
day of _____ , 19 _____)
)
_____)
)

(Signature)

CHAPTER H-0.03 REG 1

The Health Labour Relations Reorganization Act

Section 6

Order in Council 27/97, dated January 17, 1997

Commissioner's Order, dated January 15, 1997

(Filed January 17, 1997)

Title

1 These regulations may be cited as *The Health Labour Relations Reorganization (Commissioner) Regulations*.

Interpretation

2 In these regulations:

- (a) **“Act”** means *The Health Labour Relations Reorganization Act*;
- (b) **“appropriate unit”** means an appropriate unit that is established pursuant to these regulations;
- (c) **“district health board”** means a district health board as defined in *The Health Districts Act*;
- (d) **“former appropriate unit”** means an appropriate unit covering health sector employees of a health sector employer that was determined, prior to the coming into force of these regulations:
 - (i) pursuant to *The Trade Union Act*; or
 - (ii) by voluntary recognition;
- (e) **“health district”** means a health district as defined in *The Health Districts Act*;
- (f) **“health sector employee”** means a health support practitioner, health services provider or nurse who is included in an appropriate unit;
- (g) **“health services provider”** means an employee of a health sector employer, but does not include a health support practitioner, a nurse, a chiropractor, a dentist, a duly qualified medical practitioner or an optometrist;

(h) **“health support practitioner”** means an employee of a health sector employer who:

- (i) is functioning in one of the occupations listed in Table C; or
- (ii) is in a position that requires, as a minimum, registration pursuant to an Act giving the exclusive right to use a title or description of an occupation listed in Table C;

but does not include a student of one of the occupations listed in Table C, or an intern or an assistant to an employee described in subclause (i) or (ii);

(i) **“nurse”** means an employee of a health sector employer who:

- (i) is a registered nurse or registered psychiatric nurse; and
- (ii) is functioning as a registered nurse or registered psychiatric nurse;

(j) **“registered nurse”** means an employee who is a graduate nurse or registered nurse registered pursuant to *The Registered Nurses Act, 1988*;

(k) **“registered psychiatric nurse”** means an employee who is a graduate psychiatric nurse or a registered psychiatric nurse registered pursuant to *The Registered Psychiatric Nurses Act*;

(l) **“representative employers’ organization”** means the representative employers’ organization designated pursuant to subsection 12(1);

(m) **“Table”** means a Table in the Appendix to these regulations.

Appropriate units for nurses

3(1) The appropriate units prescribed in this section are prescribed as the appropriate units for bargaining collectively between health sector employers and nurses.

(2) Subject to subsections (4) and (5), for each health district, there is to be one multi-employer appropriate unit respecting nurses composed of:

- (a) all nurses who are employed by the district health board; and
- (b) all nurses who:
 - (i) are employed by a health sector employer listed in Table A that operates a facility within the boundaries of that health district; and
 - (ii) on the day these regulations come into force, were represented by a trade union for the purposes of bargaining collectively.

(3) Subject to subsections (4) and (5), for each health sector employer listed in Table B, there is to be one appropriate unit respecting nurses composed of all nurses employed by that employer.

(4) The appropriate units mentioned in subsections (2) and (3) cease to exist one year after the coming into force of these regulations.

(5) One year after the coming into force of these regulations, there is to be one multi-employer appropriate unit respecting nurses composed of:

- (a) all nurses who are employed by a district health board or by a health sector employer listed in Table B; and
- (b) all nurses who:
 - (i) are employed by a health sector employer listed in Table A; and
 - (ii) on the day these regulations come into force, were represented by a trade union for the purposes of bargaining collectively.

(6) There is to be one appropriate unit respecting nurses for each of the following health sector employers composed as follows:

- (a) for Extendicare (Canada) Inc. in the City of Regina, all nurses employed by Extendicare/Parkside, Extendicare/Sunset or Extendicare/Elmview;
- (b) for Extendicare (Canada) Inc. in the City of Moose Jaw, all nurses employed by Extendicare/Moose Jaw;
- (c) for Extendicare (Canada) Inc. in the City of Saskatoon, all nurses employed by Extendicare/Preston;
- (d) for Chantelle Management Ltd. in the City of Swift Current, all nurses employed by Chantelle Management Ltd. in the City of Swift Current.

Appropriate unit for health support practitioners

4(1) The appropriate unit prescribed in this section is prescribed as the appropriate unit for bargaining collectively between health sector employers and health support practitioners.

(2) There is to be one multi-employer appropriate unit respecting health support practitioners composed of:

- (a) all health support practitioners who are employed by a district health board or by a health sector employer listed in Table B; and
- (b) all health support practitioners who:
 - (i) are employed by a health sector employer listed in Table A; and
 - (ii) on the day these regulations come into force, are represented by a trade union for the purposes of bargaining collectively.

Appropriate units for health services providers

5(1) The appropriate units prescribed in this section are prescribed as the appropriate units for bargaining collectively between health sector employers and health services providers.

(2) Subject to subsection (5), for each health district, there is to be one multi-employer appropriate unit respecting health services providers composed of:

- (a) all health services providers who are employed by the district health board; and

- (b) all health services providers who:
 - (i) are employed by a health sector employer listed in Table A that operates a facility within the boundaries of that health district; and
 - (ii) on the day these regulations come into force, were represented by a trade union for the purposes of bargaining collectively.
- (3) For each health sector employer listed in Table B, there is to be one appropriate unit respecting health services providers composed of all health services providers employed by that employer.
- (4) There is to be one appropriate unit respecting health services providers for each of the following health sector employers composed as follows:
 - (a) for Extendicare (Canada) Inc. in the City of Regina, all health services providers employed by Extendicare/Parkside, Extendicare/Sunset, Extendicare/Elmview;
 - (b) for Extendicare (Canada) Inc. in the City of Moose Jaw, all health services providers employed by Extendicare/Moose Jaw;
 - (c) for Extendicare (Canada) Inc. in the City of Saskatoon, all health services providers employed by Extendicare/Preston;
 - (d) for Chantelle Management Ltd. in the City of Swift Current, all health services providers employed by Chantelle Management Ltd. in the City of Swift Current.
- (5) For the laundry facility of the Regina Health District Laundry Services located, on the day these regulations come into force, at 1001 Montreal Street, Regina, Saskatchewan, there is to be one appropriate unit respecting health services providers composed of all health services providers employed at that facility by the Regina District Health Board.

Out-of-scope exclusions

6 Subject to any order of the board made pursuant to the Act, these regulations or *The Trade Union Act* and unless otherwise included pursuant to clauses 3(2)(a), 4(2)(a) and 5(2)(a), all positions that were excluded, by an order of the board or by any agreement between a trade union and an employer, from the scope of any former appropriate unit continue to be excluded from any of the appropriate units.

Trade union representation

7(1) The trade unions listed in column 2 of Table D are determined as the trade unions to represent health sector employees for the purposes of bargaining collectively with respect to the appropriate units listed in column 1 of Table D opposite the name of the trade union.

(2) As soon as possible after the coming into force of these regulations, the board shall conduct representation votes, in accordance with *The Trade Union Act*, for any appropriate unit that does not have a trade union determined pursuant to subsection (1).

(3) The board shall use the following guidelines for determining the trade unions that will appear on any ballot:

(a) any trade union that has as members 25% or more of the health sector employees included in an appropriate unit and that makes a written request to the board is entitled to be included on the ballot;

(b) written agreements that are between trade unions to merge or amalgamate or to transfer or assign jurisdiction and that are filed with the board within 30 days after the day these regulations come into force are conclusive evidence of representation rights for the purpose of determining the extent of a trade union's representation in an appropriate unit;

(c) a "no union" choice shall not appear on any ballot.

(4) If, after conducting a representation vote, no trade union receives a majority of valid votes cast, only the trade unions who received the largest and second largest number of valid votes cast on the first vote are entitled to appear on any ballot used in a subsequent vote.

(5) In the case of a representation vote respecting the health support practitioner appropriate unit, employees of the Government of Saskatchewan who would be health support practitioners if employed by a health sector employer and who are employed in the Saskatchewan Hearing Aid Plan or by the Calder Centre in Saskatoon are eligible to vote.

Requirements for board orders

8(1) Subject to subsection (2), within 60 days after the day that these regulations come into force, the board shall issue orders that are consistent with these regulations pursuant to:

(a) clause 5(a) of *The Trade Union Act*, for the purposes of sections 3 to 5; and

(b) clause 5(b) of *The Trade Union Act*, for the purposes of subsection 7(1).

(2) As soon as reasonably possible after the completion of a final representation vote required pursuant to section 7, the board shall issue orders pursuant to clauses 5(a) and (b) of *The Trade Union Act* that are consistent with these regulations and with the results of the representation vote.

(3) An order of the board made pursuant to clause 5(a) or (b) of *The Trade Union Act* that was in force prior to the day these regulations come into force and that is inconsistent with an order of the board made in compliance with this section is rescinded effective the day that the order made in compliance with this section comes into effect.

Existing collective bargaining agreements

9(1) If a health sector employee was entitled to the benefits of a collective bargaining agreement in force on the day these regulations come into force:

(a) the health sector employee remains covered, after the coming into force of these regulations, by that collective bargaining agreement; and

(b) that collective bargaining agreement applies to the health sector employee after the coming into force of these regulations until a new collective bargaining agreement is negotiated.

(2) If a trade union becomes, by or pursuant to section 7, the trade union to bargain collectively on behalf of health sector employees who were represented by a different trade union, the trade union is bound by and shall administer the collective bargaining agreement negotiated by the different trade union on behalf of all health sector employees who were covered by that collective bargaining agreement.

Local agreements continued

10 All of the following agreements are continued and continue to apply to health sector employees, with any necessary modifications required to make the agreements comply with these regulations, until the agreements expire or are amended:

- (a) local agreements;
- (b) transfer and merger agreements;
- (c) devolution agreements;
- (d) itinerant movement agreements;
- (e) laboratory framework agreements;
- (f) global posting agreements;
- (g) agreements respecting the Saskatoon Veterans' Home.

Integration of health sector employees

11(1) Every health sector employee is entitled to retain the seniority he or she has earned in a former appropriate unit.

(2) If, following the enactment of *The Health Districts Act* and prior to the day these regulations come into force, a health sector employee lost seniority as a result of a reorganization by his or her employer requiring a transfer between former appropriate units, the health sector employee is entitled to have his or her seniority calculated under the collective bargaining agreement for the appropriate unit in which the health sector employee is placed by these regulations on the same basis that he or she would have been entitled to if he or she had earned the seniority that was lost.

(3) If a health sector employee employed by a district health board was not represented by a trade union prior to the coming into force of these regulations and, pursuant to these regulations, is included in an appropriate unit, section 36 of *The Trade Union Act* applies to the health sector employee and the health sector employee is entitled:

- (a) at no cost to the health sector employee:
 - (i) to recognition by the representative employers' organization, every health sector employer and the trade union of his or her years of service with the health district and with any previous employer whose services were assumed by the health district; and
 - (ii) to include the years of service mentioned in subclause (i) to the extent and in the manner necessary to ensure that, when calculating his or her seniority, the health sector employee is placed on the same basis as other health sector employees in the appropriate unit in which the health sector employee is included;

- (b) to choose whether or not he or she will join the trade union that becomes, by or pursuant to section 7, the trade union to represent the health sector employees in the appropriate unit for the purposes of bargaining collectively; and
 - (c) for the purposes of any union security clause contained in any collective bargaining agreement pursuant to section 36 of *The Trade Union Act*, to be considered to be a health sector employee who is not required to apply for and maintain his or her membership in the union.
- (4) The representative employers' organization, every health sector employer and every trade union representing health sector employees in an appropriate unit shall recognize the entitlements given pursuant to this section to health sector employees.
- (5) Any dispute respecting the interpretation, application and operation of any of the provisions of this section or the entitlements given by this section is to be resolved:
- (a) by any means that the representative employers' organization and the trade union may agree to; or
 - (b) by arbitration in accordance with *The Trade Union Act*.

Representative employers' organization

12(1) The Saskatchewan Health Care Association, commonly known as the Saskatchewan Association of Health Organizations, is designated as the representative employers' organization for all district health boards, all health sector employers listed in Table A or Table B and all other employers whose employees are added to a multi-employer appropriate unit.

(2) Every employer mentioned in subsection (1) is to be a member of the representative employers' organization for the purposes of bargaining collectively.

One collective bargaining agreement for appropriate units represented by same trade union

13(1) Where a trade union represents health sector employees in more than one appropriate unit prescribed by section 3 or 5, the representative employers' association and the trade union shall negotiate one collective bargaining agreement that applies to all those appropriate units.

(2) For the purposes of this section, Locals 299, 333 and 336 of the Service Employees International Union are deemed to be one trade union.

Other matters

14(1) In this section, "**affiliate**" means an affiliate within the meaning of *The Health Districts Act*.

(2) Subject to subsection (3), the board shall issue any orders amending or varying the relevant appropriate units that it considers necessary if:

- (a) health districts amalgamate;
- (b) services are transferred between district health boards;
- (c) new health districts are created;
- (d) the boundaries of health districts are amended;

- (e) employees of an affiliate not represented by a trade union choose to be represented by a trade union; or
 - (f) there are any unanticipated circumstances, including any applications before the board which were adjourned pursuant to section 9 of the Act and were not resolved by these regulations.
- (3) The orders of the board issued pursuant to subsection (2) must be consistent with these regulations.
- (4) The board shall decide all questions concerning who is an employee that are not resolved by a health sector employer and a trade union that represents health sector employees.
- (5) The board shall decide all questions pursuant to clause 5(l) of *The Trade Union Act*.

Coming into force

16 These regulations come into force on the day on which they are filed with the Registrar of Regulations.

Appendix

TABLE A

[*subsections 3(2), 3(5), 4(2) and 5(2) and subsection 12(1)*]

Bethany Pioneer Village Inc.
Buena Vista Lodge Inc.
Cupar and District Nursing Home Inc.
Duck Lake and District Nursing Home Inc.
Golden Twilight Lodge Incorporated
Jubilee Residences Inc.
Holy Family Hospital, Prince Albert
Humboldt and District Housing Corporation
Kindersley Senior Care Inc.
Lakeview Pioneer Lodge Inc.
Lumsden & District Heritage Home Inc.
Lutheran Sunset Home of Saskatoon
Mont St. Joseph Home Inc.
Newhope Pioneer Lodge Incorporated
Oliver Lodge
Pioneers Haven Co. Inc.
Providence Place for Holistic Health Inc.
Radville Marian Health Centre
Regina Pioneer Village Ltd.
Santa Maria Senior Citizens Home Inc.
Saskatoon Convalescent Home

Saskatoon Veterans' Home
Sherbrooke Community Society Inc.
Societe Joseph Breton Inc. (Villa Pascal)
St. Ann's Senior Citizens' Village Corporation
St. Anthony's Hospital Inc.
St. Elizabeth's Hospital of Humboldt
St. Joseph's Hospital (Grey Nuns) of Gravelbourg
St. Joseph's Hospital of Estevan
St. Joseph's Hospital of Macklin
St. Michael's Hospital of Cudworth
St. Paul Lutheran Home of Melville
St. Paul's Hospital (Grey Nuns) of Saskatoon
St. Peter's Hospital, Melville
The Border-Line Housing Company (1975) Inc.
The Regina Lutheran Housing Corporation
The Salvation Army for the purposes of operating the
 Salvation Army Eventide Home of Saskatoon
Ukrainian Sisters of St. Joseph of Saskatoon

TABLE B

[subsections 3(3), 3(5), 4(2) and 5(3) and subsection 12(1)]

La Ronge Health Centre
St. Joseph's Hospital (Ile a la Crosse)
St. Martin's Union Hospital (La Loche)
Uranium City Municipal Hospital

TABLE C

[Clause 2(h)]

Addiction Counsellor/Therapist
Adjunctive Therapist
Assessor/Coordinator
Audiologist
Certified Prosthetist
Certified Orthotist
Dental Hygienist
Dental Therapist
Dietitian
Emergency Medical Technician
Exercise/Conditioning Therapist

Health Educator
 Infection Control Officer
 Mental Health Therapist
 Music Therapist
 Nutritionist
 Occupational Therapist
 Ophthalmic Dispenser
 Orthoptist
 Paramedic
 Perfusionist
 Pharmacist
 Physical Therapist
 Psychologist
 Psychometrician
 Public Health Inspector
 Recreation Therapist
 Respiratory Therapist
 Social Worker
 Speech Language Pathologist

TABLE D
 [subsection 7(1)]

<u>Column 1</u> <u>Appropriate Unit</u>	<u>Column 2</u> <u>Trade Union</u>
Nurses: All nurse units prescribed by section 3.	Saskatchewan Union of Nurses (SUN)
Health Services Providers: All health services provider units prescribed by subsection 5(3):	Canadian Union of Public Employees (CUPE)
The health services provider units prescribed by clauses 5(4)(a) and (b):	Service Employees' Union Local No. 299, chartered by the Service Employees' International Union (SEIU)
The health services provider unit prescribed by clause 5(4)(c):	Service Employees' Union Local No. 333, chartered by the Service Employees' International Union (SEIU)
The health services provider unit prescribed by clause 5(4)(d):	Service Employees' Union Local No. 336, chartered by the Service Employees' International Union (SEIU)

The health services provider units prescribed by subsection 5(2) for the following health districts:

Assiniboine Valley
Battlefords
Central Plains
East Central
Gabriel Springs
Lloydminster
North Valley
North West
Parkland
Pasquia
Prairie West
Prince Albert
Regina
South Central
South Country
South East
Touchwood Qu'Appelle
Twin Rivers

Canadian Union of Public Employees (CUPE)

The health services provider units prescribed by subsection 5(2) for the following health districts:

Moose Jaw/Thunder Creek
Moose Mountain
Pipestone

Service Employees' Union Local No. 299, chartered by the Service Employees' International Union (SEIU)

The health services provider units prescribed by subsection 5(2) for the following health districts:

Greenhead
Living Sky
Midwest
North-East
Saskatoon

Service Employees' Union Local No. 333, chartered by the Service Employees' International Union (SEIU)

The health services provider units prescribed by subsection 5(2) for the following health districts:

Rolling Hills
Southwest
Swift Current

Service Employees' Union Local No. 336, chartered by the Service Employees' International Union (SEIU)

The health services provider unit prescribed by subsection 5(5):

Saskatchewan Joint Board, Retail, Wholesale and Department Store Union, Local 568 (RWDSU)

CHAPTER H-0.03 REG 2

The Health Labour Relations Reorganization Act

Subsection 6(6)

Order in Council 28/97, dated January 17, 1997

(Filed January 17, 1997)

Title

1 These regulations may be cited as *The Health Labour Relations Reorganization (Definitions) Regulations*.

Interpretation

2 In these regulations, “**Act**” means *The Health Labour Relations Reorganization Act*.

Health sector employer

3 For the purposes of the Act and any regulations made pursuant to the Act, La Ronge Health Centre is prescribed as a health sector employer.

Appropriate units

4 For the purposes of the Act and any regulations made pursuant to the Act, “**appropriate unit**” includes a unit of employees of two or more health sector employers.

Coming into force

5 These regulations come into force on the day on which they are filed with the Registrar of Regulations.

SASKATCHEWAN REGULATIONS 3/97

The Tourism Authority Act

Section 22

Order in Council 22/97, dated January 17, 1997

(Filed January 17, 1997)

Title

1 These regulations may be cited as *The Tourism Authority Amendment Regulations, 1997*.

R.R.S. c.T-15.01 Reg 1, new section 6.1

2 *The Tourism Authority Regulations* are amended by adding the following section after section 6:

“APPLICATION OF CERTAIN ACTS

Declaration

6.1 The provisions of *The Public Service Superannuation Act* and *The Superannuation (Supplementary Provisions) Act* apply to the authority, the president and the employees of the authority”.

Coming into force

3 These regulations come into force on the day on which they are filed with the Registrar of Regulations.

SASKATCHEWAN REGULATIONS 4/97

The Crop Insurance Act

Section 22

Order in Council 23/97, dated January 17, 1997

(Filed January 17, 1997)

Title

1 These regulations may be cited as *The Crop Insurance Amendment Regulations, 1997*.

R.R.S. c.C-47.2 Reg 1 amended

2 *The Crop Insurance Regulations* are amended in the manner set forth in these regulations.

Section 2 amended

3(1) Clause 2(c.1) is repealed and the following substituted:

“(c.1) **‘insured acreage’** means acreage seeded to each insurable crop as reported by the insured in the seeded acreage report”.

(2) Clause 2(e) is amended by adding “as determined by the corporation,” **after** “seeding,”.

(3) Clause 2(f) is repealed.

Section 3 amended

4 The following subclause is added after subclause 3(1)(b)(v):

“(vi) annual cereal crops”.

Section 6 amended

5 Clause 6(b) is repealed.

Section 7.1 amended

6 Subsection 7.1(2) is amended by striking out “is eligible for any discounts or adjustments to which he would have been eligible had the previous contract not been cancelled” **and substituting** “will receive any discounts, surcharges or adjustments that were associated with the previous contract at the time it was cancelled”.

New section 8

7 Section 8 is repealed and the following substituted:

“Change in insurance terms

8 During the term of a contract, the insured may, in the form required by the corporation and within the period specified by the corporation, change:

- (a) the selection of crops insured:
 - (i) for pedigreed production;
 - (ii) for organic production;
 - (iii) for commercial production;
 - (iv) for irrigated production; or
 - (v) in the case of tame legumes and perennial grasses, for hay or forage production;

- (b) the percentage of average yield; or
- (c) any election made pursuant to section 11.3, 11.4 or 11.6”.

Section 9 amended

8 Subsection 9(3) is amended:

- (a) in the portion preceding clause (a) by striking out “or an unseeded acreage report”; and
- (b) in clause (b) by striking out “or an unseeded acreage report, as the case may be,” after “seeded acreage report”.

Section 11 amended

9 Clause 11(b) is repealed and the following substituted:

- “(b) the unit price, as determined by the corporation, for the particular crop grown:
 - (i) in the case of tame legumes and perennial grasses, for production of hay or forage; or
 - (ii) in the case of insured crops other than those mentioned in sub-clause (i), for commercial, organic or pedigreed seed”.

Section 11.3 amended

10 Subsection 11.3(2) is repealed and the following substituted:

“(2) The establishment benefit for alfalfa, alfalfa-grass mixtures and cultivated grasses is additional coverage, and an applicant or insured who wishes to elect it must do so on or before March 1 in the year for which the election is made, except for 1997 in which case the election must be made on or before March 15, 1997”.

Section 11.4 amended

11(1) Subsection 11.4(1) is amended by striking out “a crop to which multiple crop averaging applies pursuant to section 11.5 or”.

(2) Subsection 11.4(2) is repealed and the following substituted:

“(2) An election pursuant to subsection (1) is to be made on or before March 1 in each year, except for 1997 in which case the election is to be made on or before March 15, 1997”.

(3) Subsection 11.4(3) is amended:

- (a) by striking out “ $C = Y \times L \times PO$ ” and substituting “ $C = Y \times L \times UP$ ”; and
- (b) by striking out “PO is the price option” and substituting “UP is the unit price”.

(4) Subsection 11.4(4) is repealed.

(5) Subsection 11.4(6) is amended by adding “or surcharge” after “discount”.

Section 11.5 repealed

12 Section 11.5 is repealed.

Section 11.6 amended

13(1) Subsection 11.6(3) is repealed and the following substituted:

“(3) An election pursuant to subsection (1) is to be made on or before March 1 in each year, except for 1997 in which case the election is to be made on or before March 15, 1997”.

(2) Subsections 11.6(12) and (13) are repealed.

New section 12

14 Section 12 is repealed and the following substituted:

“Premium

12 The premium payable for each insured crop is an amount determined by the corporation”.

Section 29 amended

15 Clause 29(b) is amended by striking out “dollar selection” and substituting “unit price”.

Appendix amended

16(1) Form A of the Appendix is amended in the manner set forth in this section.

(2) Clause (c) of the preamble is amended:

(a) by striking out “20%” and substituting “10%”; and

(b) by adding “, determined on the basis of the insured’s historical seeding pattern” after “seeding”.

(3) Subsection 1(2) is amended:

(a) by repealing clause (e);

(b) by adding the following clause after clause (k):

“(k.1) ‘unit price’ means the price per kilogram or per tonne for the particular crop as determined by the corporation”; and

(c) in clause (l) by adding “, determined on the basis of the insured’s historical seeding pattern,” after “seeding”.

(4) Subsection 3(2) is repealed and the following substituted:

“(2) Alfalfa, dehydrated alfalfa, alfalfa-grass mixtures, cultivated grasses, sweet clover and annual cereal crops grown for harvested fodder production will not be insured after August 15 unless the deadline is extended by the corporation”.

(5) Subsection 4(1) is amended by striking out “in each year in the case of insurable crops seeded in the spring and November 15 in the case of insurable crops seeded in the fall” and substituting “or a date set by the corporation in each year”.

(6) Subsection 4(4) is amended:

(a) in the portion preceding clause (a) by striking out “or an unseeded acreage report, as the case may be”; and

(b) in clause (b) by striking out “or an unseeded acreage report, as the case may be,” after “seeded acreage report”.

(7) Section 5 is repealed and the following substituted:

“Changes in crop selection, etc.

5(1) Subject to subsections (2) and (3), changes in the selection of crops insured, percentage of average yield, and elections as to whether to participate in the establishment benefit for pure perennial grasses, alfalfa or alfalfa-grass mixtures, hail spot loss insurance, or the diversification option pursuant to section 11.3, 11.4 or 11.6 of the regulations must be made on or before March 1 of each year.

(2) Subject to subsection (3), changes with respect to winter wheat and fall rye, where winterkill coverage under the establishment benefit is to be included, must be made on or before September 25 in the year in which the winter wheat or fall rye is seeded.

(3) For 1997, any changes mentioned in subsections (1) and (2) must be made on or before March 15, 1997”.

(8) Subsections 7(6) to 7(7) are repealed and the following substituted:

“(6) Where in any year the harvested production of an insured crop other than dehydrated alfalfa is less than its total coverage, the insured shall advise the corporation on or before:

(a) August 15 of that year in the case of alfalfa, alfalfa-grass mixtures, cultivated grasses, sweet clover or annual cereal crops grown for harvested fodder production; and

(b) November 15 of that year in the case of insured crops other than those mentioned in clause (a).

“(6.1) If the insured advises the corporation during the following periods that the harvested production of an insured crop in a year is less than its total coverage, any resulting indemnities will be reduced by 25%:

(a) after August 15 but before October 1 of that year in the case of alfalfa, alfalfa-grass mixtures, cultivated grasses, sweet clover or annual cereal crops grown for harvested fodder production;

(b) after November 15 of that year but before January 1 of the following year in the case of insured crops other than those mentioned in clause (a).

“(6.2) No indemnity will be paid with respect to a crop if the insured advises the corporation on or after the following dates that the harvested production of the insured crop in a year is less than its total coverage:

(a) October 1 of that year in the case of alfalfa, alfalfa-grass mixtures, cultivated grasses, sweet clover or annual cereal crops grown for harvested fodder production;

(b) January 1 of the following year in the case of insured crops other than those mentioned in clause (a).

“(7) Subject to subsection (7.1), when in any year the harvesting of an insured crop has not been completed before the onset of winter and the harvested production is less than total coverage for that crop, the insured shall advise the corporation no later than November 15 of that year, and a final adjustment on any claim filed with respect to that crop will be deferred until the crop is totally harvested or until the unharvested acreage is put to another use with the consent of the corporation.

“(7.1) Subsection (7) does not apply to alfalfa, dehydrated alfalfa, alfalfa-grass mixtures, cultivated grasses and annual cereal crops grown for harvested fodder production”.

(9) Subsection 8(3) is amended by striking out “and fall rye” and substituting “, fall rye and annual cereal crops grown for harvested fodder production”.

(10) The following subsection is added after subsection 8(5):

“(5.1) No coverage is provided and no adjustment for loss or damage will be made on annual cereal crops grown for harvested fodder production seeded after July 15”.

(11) Subsection 8(10.1) is amended by striking out “the reseeded benefit or the establishment benefit, as the case may be” and substituting “the establishment benefit”.

(12) Subsection 8(11) is amended by striking out “any harvested and appraised production” and substituting “actual yield”.

(13) Subsection 12(2) is repealed and the following substituted:

“(2) Subject to subsection (2.1), this contract may, in any year during its term, be terminated by the corporation or by the insured on either giving the other notice in writing by registered mail of the cancellation not later than March 1, and that cancellation shall be effective on and after March 2.

“(2.1) If this contract is to be terminated in 1997 by the corporation or by the insured, notice of the cancellation must be given in the manner mentioned in subsection (2) not later than March 15, 1997, and that cancellation shall be effective on and after March 16, 1997”.

(14) Subsection 12(4) is amended by striking out “March 31” and substituting “February 1”.

Coming into force

17 These regulations come into force on the day on which they are filed with the Registrar of Regulations.

SASKATCHEWAN REGULATIONS 5/97

The Automobile Accident Insurance Act

Section 81

Order in Council 25/97, dated January 17, 1997

(Filed January 17, 1997)

Title

1 These regulations may be cited as *The Automobile Accident Insurance Amendment Regulations, 1997*.

Sask. Reg. 2/81 amended

2 *The Automobile Accident Insurance Regulations, 1981*, being Saskatchewan Regulations 2/81, are amended in the manner set forth in these regulations.

Section 2 amended

3 **Clause 2(1)(j.1) is amended by striking out “the basic premium established” and substituting “the basic premium for 12 months established”.**

New section 3

4 Section 3 is repealed and the following substituted:

“Basic premium

- 3(1) A vehicle is required to be classified according to its description in Appendix A.
- (2) The basic premium payable for a vehicle is the scheduled premium for a vehicle of its description.
- (3) Notwithstanding subsection (2), and subject to subsections (4) and (6), an applicant may obtain an owner’s certificate for a licence period of up to 12 months.
- (4) The minimum licence period for an owner’s certificate is 89 days.
- (5) The premium payable for an owner’s certificate for a licence period that is less than 12 months is to be calculated in accordance with the following formula:

$$P = \frac{LP}{365} \times (BP + RF) + \left[\$7 + \left(\left[\frac{LP}{365} \times (BP + RF) \right] \times T \right) \right]$$

where:

P is the amount of the premium payable, expressed in dollars and rounded to the nearest dollar;

LP is the number of days in the licence period;

BP is the amount of the basic premium payable pursuant to these regulations;

RF is the registration fee payable pursuant to *The Driver and Vehicle Registration Fee Regulations, 1987*; and

T is the percentage determined in accordance with the table set out below:

<u>Term in Days</u>	<u>Percentage</u>
330 - 365	0.67%
300 - 329	1.28%
270 - 299	1.84%
240 - 269	2.35%
210 - 239	2.81%
180 - 209	3.21%
150 - 179	3.86%
120 - 149	4.33%
89 - 119	4.90%.

(6) Subsections (3) to (5) apply to all classes of vehicles except vehicles to which CAVR or IRP applies.

(7) A vehicle is to be classified pursuant to the rules set out in Appendix A if the vehicle that is to be registered with the administrator is registered as a private passenger vehicle but the vehicle is used or is capable of being used as:

- (a) an ambulance;
- (b) a motor home;
- (c) a private bus;

- (d) a hearse;
- (e) an auto leasing car;
- (f) a U-Drive car;
- (g) a private truck;
- (h) a police car;
- (i) an amphibious vehicle.

(8) Where a certificate of registration of a vehicle authorizes its use with or without modification as either a power unit or a truck within the Class to which it belongs in Appendix A:

(a) the scheduled premium rate is the higher of the scheduled premium rates that would apply to the vehicle:

- (i) if it were used as a truck; or
- (ii) if it were used as a power unit; and

(b) the deductible amount, for the purposes of Part III of the Act, is the lesser of the amounts set out in the Comprehensive Amount Deductible column of Appendix A opposite the Class to which the vehicle would belong:

- (i) if it were used as a truck; or
- (ii) if it were used as a power unit”.

Sections 3.3 and 3.4 repealed

5 Sections 3.3 and 3.4 are repealed.

Transitional

6 Section 3.4, as that section existed on the day before the coming into force of these regulations, remains in force for the duration of the certificate with respect to a certificate that was issued pursuant to section 3.3 as that section existed on the day before the coming into force of these regulations.

Coming into force

7 These regulations come into force on the day on which they are filed with the Registrar of Regulations.

SASKATCHEWAN REGULATIONS 6/97

The Occupational Health and Safety Act, 1993

Section 44

Order in Council 26/97, dated January 17, 1997

(Filed January 17, 1997)

Title

1 These regulations may be cited as *The Occupational Health and Safety Amendment Regulations, 1997*.

R.R.S. c.O-1.1 Reg 1 amended

2 *The Occupational Health and Safety Regulations, 1996* are amended in the manner set forth in these regulations.

Section 2 amended

3 Clause 2(1)(d) is amended by striking out “by from” and substituting “from”.

Section 56 amended

4 Subclause 56(2)(b)(ii) is amended by striking out “subclause 52(c)(i)” and substituting “subclause 52(d)(i)”.

Section 85 amended

5 Subclause 85(5)(b)(ii) is amended by striking out “subclause (ii)” and substituting “subclause (i)”.

Section 88 amended

6 Clause 88(2)(b) is amended by striking out the colon that follows subclause (i) and substituting a semicolon.

Section 128 amended

7 Section 128 is amended by renumbering the second subsection numbered as subsection (3) as subsection (4).

Section 172 amended

8 Clause 172(2)(b) is amended by striking out the period that follows subclause (iv) and substituting a semicolon.

Section 199 amended

9 Clause 199(d) is amended by striking out “operated” and substituting “operate”.

Section 204 amended

10 Paragraph 204(1)(b)(iv)(B) is amended by adding “or” after “equivalent to”.

Section 260 amended

11 Clause 260(1)(a) is amended by striking out “used maintained” and substituting “used, maintained”.

Section 351 amended

12 Subsection 351(2) is amended by striking out “enclosure apparatus” and substituting “enclosure, apparatus”.

Section 476 amended

13 Clause 476(f) is amended by striking out “to the an” and substituting “to an”.

Appendix amended

14(1) Division A of Table 1 of the Appendix is amended by striking out “*The Occupational Health and Safety Regulations, 1995*” in the last item under subheading II, entitled “Course Content”, and substituting “*The Occupational Health and Safety Regulations, 1996*”.

(2) Division A of Table 3 of the Appendix is amended by striking out “*The Occupational Health and Safety Regulations, 1995*” in the last item under subheading II entitled “Course content” and substituting “*The Occupational Health and Safety Regulations, 1996*”.

(3) Table 21 of the Appendix is amended:

(a) in the second column, entitled "Substance", by striking out "Methylene choride" where it appears opposite "75-09-2" in the first column, entitled "CAS Number", and substituting "Methylene chloride"; and

(b) at the foot of page 876, as published in Part II of *The Saskatchewan Gazette* on October 4, 1996, by adding the footnote "++Not otherwise classified" beneath the footnote "+See note at end of table".

Coming into force

15 These regulations come into force on the day on which they are filed with the Registrar of Regulations.

SASKATCHEWAN REGULATIONS 7/97

The Milk Control Act, 1992

Section 10

Board Order, dated January 17, 1997

(Filed January 17, 1997)

Title

1 These regulations may be cited as *The Milk Control Amendment Regulations, 1997 (No. 3)*.

R.R.S. c.M-15 Reg 1, Appendix amended

2 Clause 3(1)(l) of Part II of the Appendix to *The Milk Control Regulations* is amended:

(a) in subclause (i) by striking out "\$2.5656" and substituting "\$2.5652";

(b) in subclause (ii) by striking out "\$3.0476" and substituting "\$2.9790"; and

(c) in subclause (iii) by striking out "\$3.0476" and substituting "\$2.9790".

Coming into force

3 These regulations come into force on February 1, 1997.