

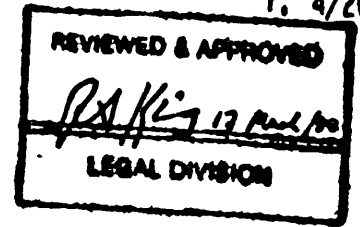
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TABLED DOCUMENT NO. 125-88(1)
TABLED ON

MAR 31 1988



NORTHWEST TERRITORIES HEALTH TRANSFER AGREEMENT

THIS AGREEMENT made this 31st day of March, 1988

NWT GOVERNMENT LIBRARY



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BETWEEN:

Government Library
APR 06 1988
Government of N.W.T.
Yellowknife, N.W.T.

THE GOVERNMENT OF CANADA,
represented by the Minister of National
Health and Welfare, (hereinafter
referred to as "Canada")

AND:

**THE GOVERNMENT OF THE
NORTHWEST TERRITORIES,**
represented by the Minister of Health
and the Commissioner of the Northwest
Territories, (hereinafter referred to as
the "Territories")

WHEREAS Canada operates certain health facilities in the Inuvik, Mackenzie and Keewatin Zones of the Northwest Territories;

WHEREAS Canada delivers a Health Care Program in and through these health facilities;

WHEREAS Canada and the Territories entered into an agreement dated the 28th day of August, 1988 for the transfer of a health care program in the Baffin Zone of the Northwest Territories;

WHEREAS Canada and the Territories agree that it is desirable for the Territories to assume their responsibility for the delivery of a Health Care Program in the Inuvik, Mackenzie and Keewatin Zones of the Northwest Territories and certain other health services in the Baffin Zone.

NOW THEREFORE in consideration of the mutual covenants contained herein, Canada and the Territories agree as follows:

SECTION 1 - INTERPRETATION

Definitions

1.1 In this Agreement:

(a) "Collective Agreement" means the agreement between the Government of the Northwest Territories and the Northwest Territories Public Service Association (Union of Northern Workers) concerning terms and conditions of employment of Government of the Northwest Territories' employees;

(b) "Effective Date" means the 1st day of April 1988;

(c) "Formula Financing Agreement" means the Memorandum of Agreement dated the 12th day of June, 1985 between the Government of Canada represented by the Minister of Finance and the

Government of the Northwest

Territories represented by the Commissioner of the Northwest Territories and the Executive Council Member responsible for Finance, as amended or extended from time to time;

(d) "Gross Expenditure Base" has the meaning assigned to it in the Formula Financing Agreements;

- (e) "Health Care Program" means the program described in Appendix "C" attached hereto;
- (f) "Health Program Public Property Register" means the computerized listing of public property held and used by the Department of National Health and Welfare in the NWT Region;
- (g) "NWT Region" means the geographic area of the Northwest Territories identified by Canada as the Inuvik, Mackenzie and Keewatin Zones, and, being more particularly delineated in Appendix "A" attached hereto;
- (h) "NWT Region health facilities" means:
 - (i) all the buildings, facilities and other structures listed in Column I of Appendix "B-1" attached hereto, on those lands listed in Column II of Appendix "B-1" in those communities listed in Column III of Appendix "B-1";
 - (ii) all the buildings, facilities and other structures listed in Column I of Appendix "B-2" attached hereto, on those lands listed in Column II of Appendix "B-2" in those communities listed in Column III of Appendix "B-2";
 - (iii) those capital projects listed in Column I of Appendix "D-1" attached hereto, on those lands listed in Column II of Appendix "D-1" in those

communities listed in Column III of Appendix "D-1"; and

(iv) the two (2) trailers more particularly described in Appendix "F" attached hereto.

(l) "P-L Escalator"

means the escalator as defined in the Formula Financing Agreement.

Appendices

1.2 The appendices listed in this section are incorporated into and form part of this Agreement:

Appendix "A"

Map of the NWT Region.

Appendix "B-1"

List of lands, buildings, facilities and other structures to be transferred to the Commissioner of the Northwest Territories.

Appendix "B-2"

List of buildings, facilities and other structures to be transferred to the Commissioner of the Northwest Territories.

Appendix "C"

Health Care Program.

Appendix "D-1"

List of Capital Projects - Existing Facilities

Appendix "D-2"

List of Capital Projects - New Buildings

Appendix "E"

List of Office and Special Purpose Space Leases

Space Leases

Appendix "F" List of trailers to be transferred to the Commissioner of the Northwest Territories

Appendix "G-1" List of housing units and land to be transferred to the Commissioner of the Northwest Territories.

Appendix "G-2" List of housing leases to be assigned or sublet

Appendix "H" List of federal employees

Appendix "I" Memorandum of Agreement between the Government of the Northwest Territories and the Union of Northern Workers (the Northwest Territories Public Service Association)

Appendix "J" Base Funding Adjustment Breakdown

Appendix "K" List of service contracts and equipment leases to be assigned

Miscellaneous

1.3 Words importing the singular number include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders.

1.4 The division of the Agreement into sections, subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of the Agreement.

- 1.8 If any of the provisions contained in this Agreement are invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

SECTION 2 - TRANSFER OF HEALTH CARE PROGRAM AND ASSETS

- 2.1 On the effective date Canada agrees to transfer the responsibility for the delivery of the Health Care Program to the Territories, and the Territories agree to accept this transfer.

Transfer of Administration of Lands and Buildings

- 2.2 Canada agrees to transfer to the Commissioner of the Northwest Territories at a future date, pursuant to paragraph 19(k) of the Territorial Lands Act, R.S.C. 1970, c.T-6 as amended from time to time, administration of all lands described in Appendix "B-1" together with the buildings, facilities and any other structures thereon, subject to the approval of the Treasury Board and the Governor in Council and subject to Canada and the Territories entering into a written agreement setting out the terms and conditions under which the transfer of the lands, buildings, facilities and any other structures shall take place.
- 2.3 Canada agrees to transfer to the Commissioner of the Northwest Territories, at a future date, pursuant to paragraph 19(k) of the Territorial Lands Act, R.S.C. 1970, c.T-6 as amended from time to time, administration of the buildings, facilities and any other structures described in Appendix "B-2", subject to the approval of the Treasury Board and the Governor in Council and subject to Canada and the Territories entering into a written agreement setting out the terms and conditions under which the transfer of the buildings, facilities and any other structures shall take place.

2.4 Until such time as the aforesaid lands, buildings, facilities and other structures are transferred to the Commissioner of the Northwest Territories, the Territories may occupy and use them pursuant to the terms and conditions of a written agreement to occupy and use.

Capital Projects

2.5 Canada and the Territories agree that those capital projects listed in Appendix "D-1" and those capital projects listed in Appendix "D-2" will be completed by Canada.

2.6 Canada agrees to transfer to the Commissioner of the Northwest Territories, at a future date, pursuant to paragraph 19(k) of the Territorial Lands Act, R.S.C. 1970, c. T-6 as amended from time to time, administration of the capital projects listed in Appendices "D-1" and "D-2" together with the lands they are constructed on, subject to the approval of the Treasury Board and the Governor in Council and subject to Canada and the Territories entering into written agreements setting out the terms and conditions under which the transfers of the said capital projects shall take place.

2.7 Until such time as the capital projects are transferred to the Commissioner of the Northwest Territories, the Territories may occupy and use them pursuant to the terms and conditions of written agreements to occupy and use.

Inuvik General Hospital and Baffin Regional Hospital (the "Projects")

2.8 In recognition of the capital improvements made to the Inuvik General Hospital by Canada over the last two years, the Territories agree to not ask Canada for assistance in replacing this facility prior to the fiscal year 1996-1997.

2.9 Canada and the Territories agree that the Inuvik General Hospital will be replaced with a facility which will result in no decrease in the level of service below that provided at the time of this transfer.

2.10 Canada and the Territories agree that the funding for major renovations to the Baffin Regional Hospital (formerly the Probsher Bay General Hospital) shall be determined in this Agreement and that section 3 of the agreement dealing with this hospital dated the 4th day of December, 1982 between Canada and the Territories is deleted and shall be of no force and effect.

2.11 Canada agrees that:

(a) when the Inuvik General Hospital is replaced, the cost of the replacement will be cost shared by Canada with the Territories based on the ratio of status Indians and Inuit to the total population residing in the hospital catchment area according to the latest published figures of the Canada Census; and

(b) when the Baffin Regional Hospital is renovated, the cost of the major renovations will be cost shared by Canada with the Territories based on the ratio of status Indians and Inuit to the total population residing in the hospital catchment area according to the latest published figures of the Canada Census;

2.12 Canada and the Territories agree that the figure set out in 4.2(a) includes the amount of ONE MILLION DOLLARS (\$1,000,000.00) as increased annually by the application of the P-L Escalator, (the "Amount") which shall be used as part of Canada's share to replace the Inuvik General Hospital and to carry out major renovations to the Baffin Regional Hospital. It is agreed and understood that the provisions of 4.4 apply to this clause.

2.13 The Territories further agree that for the replacement and renovations respectively Canada's net share will be that amount as determined in 2.11 less the Amount referred to in 2.12.

2.14 Canada and the Territories agree that the Amount referred to in 2.12 shall be applied in accordance with 2.13 to the Project that starts first, and following its completion, applied in accordance with 2.13 to the other Project when it is commenced.

2.15 When the Projects are completed, the ONE MILLION DOLLARS (\$1,000,000.00) will remain in the base.

2.16 It is agreed and understood that the Territories will not request and that Canada will not cost share in or provide any further financial assistance for the replacement or renovation of the Inuvik General Hospital and the Baffin Regional Hospital other than that specified above.

Office and Special Purpose Space

2.17 Canada agrees to assign or sublet to the Territories those leases listed in Appendix "E".

2.18 The Territories agree to lease to Canada at no cost, after the effective date, from that office and special purpose space listed in Appendix "E" such space as is reasonably required by Canada for such term as may be determined by the parties.

Transfer of Moveable Assets

2.19 Canada agrees to transfer to the Commissioner of the Northwest Territories on the effective date, pursuant to paragraph 8(e) of the Surplus Crown Assets Act, R.S.C. 1970, c.8-20, as amended from time to time, on an as is, where is basis:

(a) all public property listed in the Health Program Public Property Register located in the office of the Regional Director, NWT Region, Medical Services Branch, Department of National Health and Welfare, a copy of which list shall be supplied by Canada to the Territories on the effective date;

(b) all food, drugs, linen and other supplies owned by Canada and used or employed in the operation of the NWT Region health facilities; and

(c) the two trailers being more particularly described in Appendix "F" attached hereto (the "trailers");

(the "Assets").

2.20 It is agreed and understood that Canada makes no representations or warranties whatsoever in respect of:

(a) the physical condition or susceptibilities of the Assets, including any patent or latent defects;

(b) the ability of the Territories to obtain and retain quiet possession of the Assets; and

(c) the compliance of the Assets, and any activities carried out thereon or in respect thereof, with applicable statutory provisions relating to health, safety, environmental, motor vehicle use and licensing and all other statutory or governmental requirements.

2.21 The Territories agree, on the effective date to accept, on an as is, where is basis:

(a) the public property listed in the Health Program Public Property Register. By the 30th day of June, 1988, the Territories shall acknowledge receipt in writing of all public property listed in the Health Program Public Property Register;

(b) all food, drugs, linen and other supplies used or employed in the operation of the NWT Region health facilities; and

(c) the two trailers being more particularly described in Appendix "F" attached hereto.

Transfer of Housing

2.22 Canada agrees to transfer to the Commissioner of the Northwest Territories, at a future date, pursuant to paragraph 19(k) of the Territorial Lands Act, R.S.C. 1970, c.T-8 as amended from time to time, administration of 92 units of housing as identified and described in Appendix "G-1" together with the land on which said housing units are situated.

- 2.23 Canada agrees to assign or sublet to the Territories, at a future date, the leases on 57 units of housing as identified and described in Appendix "Q-2".
- 2.24 Should the Territories desire to sell any of the units mentioned in 2.22 to anyone other than a person employed by the Territories, the Territories hereby grant to Canada a right of first refusal.
- 2.25 An employee who occupies a unit referred to in Appendix "Q-1" or in Appendix "Q-2" on the effective date and who accepts an offer of employment pursuant to this Agreement shall be permitted to remain in such unit until the earlier of, an agreed upon date between the employee and the Territories, the date the employee leaves the position offered pursuant to this Agreement or the 31st day of March, 1991, after which the Staff Accommodation Policy of the Territories in effect at that time shall apply with respect to the occupancy entitlement.

SECTION 3 - HUMAN RESOURCES

Offers of Employment

- 3.1 The Territories shall offer employment to each federal employee listed in Appendix "H" ("federal employees") prior to the close of business on the 19th day of April, 1988.
- 3.2 The offers of employment shall be in accordance with:
- (a) the terms and conditions of employment of employees of the Territories in effect on the effective date; and

(b) the Memorandum of Agreement between the Government of the Northwest Territories and the Northwest Territories' Public Service Association (Union of Northern Workers) dated the 28th of January 1988 and attached hereto as Appendix "I", ("Memorandum of Agreement") such Memorandum of Agreement forming part of and augmenting the Collective Agreement between the Northwest Territories Public Service Association (Union of Northern Workers) and the Government of the Northwest Territories which expires on the 31st day of March, 1989.

- 3.3 The Territories will offer employment to persons transferring to senior management positions in accordance with the Position Evaluation and Compensation System for Senior Employees (May Plan) of the Northwest Territories.
- 3.4 Disputes arising out of 3.2 shall be resolved by the adjustment of disputes mechanism in Article 37 of the Collective Agreement described in 3.2(b).
- 3.5 Canada agrees to endeavour to pay out in cash prior to the 31st day of July, 1988 to each federal employee all compensatory leave credits which each employee has earned but not used prior to the 20th day of April, 1988.
- 3.6 Canada agrees to endeavour to pay out in cash prior to the 31st day of July, 1988 to each federal employee severance pay which each employee has earned prior to the 20th day of April, 1988.
- 3.7 The parties recognize that the Memorandum of Agreement is not binding on Canada.

Report of Previous Service

- 3.8 Canada shall forthwith provide the Territories with a completed Report of Previous Service (Form GC 78) and completed Non-Elective Pensionable Service Record (Form DSS-2000) regarding each

transferring employee as well as copies if any, which Canada has on its personnel files of the federal employees' birth and marriage certificates, dependents' birth certificates and the common-law spouse declaration.

SECTION 4 - FINANCIAL PROVISIONS

4.1 Canada agrees to provide a base funding adjustment in the amount of FORTY-NINE MILLION, THREE HUNDRED AND FIFTY THOUSAND, ONE HUNDRED DOLLARS (\$49,350,100.00) the breakdown of which appears in Appendix "J" attached hereto. This amount will be added to the Territories' Gross Expenditure Base prior to application of the 1988-1989 P-L Escalator, in the same manner as set out in the Formula Financing Agreement for the purposes of the annual Implementation agreement referred to in clause 4 of the Formula Funding Agreement. This base funding to be provided by:

(a) transferring from the appropriations of the Department of National Health and Welfare to the Parliamentary Transfer Payments Vote of the Department of Indian Affairs and Northern Development for the Government of the Northwest Territories, the amount of FORTY-EIGHT MILLION, THREE HUNDRED AND TWENTY THOUSAND, THREE HUNDRED DOLLARS (\$48,320,300.00), the breakdown of which appears in Appendix "J".

(b) transferring with the concurrence of the Minister of Public Works the amount of ONE MILLION, TWENTY-NINE THOUSAND, EIGHT HUNDRED DOLLARS (1,029,800.00) from the Department of Public Works reference levels to the Parliamentary Transfer Payments Vote of the Department of Indian Affairs and Northern Development for the Government of the Northwest Territories, the breakdown of which appears in Appendix "J".

4.2 Canada agrees to provide a further base funding adjustment in the amount of FOUR MILLION DOLLARS (\$4,000,000.00), the breakdown of which appears in Appendix "J" attached hereto. This amount will be

added to the Territories' Gross Expenditure Base prior to application of the 1989-1990 P-L Escalator, in the same manner as set out in the Formula Financing Agreement for the purposes of the annual Implementation agreement referred to in clause 4 of the Formula Financing Agreement. This base funding shall be provided by transferring from the appropriations of the Department of National Health and Welfare to the Parliamentary Transfer Payments Vote of the Department of Indian Affairs and Northern Development for the Government of the Northwest Territories, the amount of FOUR MILLION DOLLARS (\$4,000,000 .00), the breakdown of which appears in Appendix "J"

- 4.3 If the Territories decide to pay the entire amount of air transportation costs of their residents for diagnostic and treatment purposes, Canada agrees to transfer an amount equivalent to the amount paid by Canada to the Territories in the previous fiscal year for the transportation co-payment charges as defined in the contribution agreement between Canada and the Territories for non-insured health benefits dated the 1st day of April, 1988.
- 4.4 The parties agree that if the Formula Financing Agreement should not be renewed the application of the base funding adjustment provisions of this Section shall be subject to the provisions of any subsequent financial agreement between Canada and the Territories that may replace the Formula Financing Agreement.

Goods and Services

- 4.5 Canada agrees to make payment in full for all goods and services received in respect of the NWT Region health facilities up to the effective date, and, collect or receive all amounts owing to Canada for goods and services provided by the NWT Region health facilities up to the effective date.
- 4.6 The Territories agree to make payment in full for all goods and services received in respect of the NWT Region health facilities on or

after the effective date, and collect or receive all amounts owing to the Territories for goods and services provided by the NWT Region health facilities on or after the effective date.

SECTION 5 - FILES AND RECORDS

- 5.1 Pursuant to subparagraph 8(2)(a) of the Privacy Act, S.C. 1980-81-82-83, c.111, as amended from time to time, Canada agrees, on the effective date, to provide access to the Territories to the patient records of the NWT Region health facilities and the Territories agree to only have access to the said patient records as compiled by Canada and to use them in a manner consistent with the use for which they were compiled.
- 5.2 On and after the effective date, it is agreed and understood that Canada shall continue to control and to have control over the patient records of the NWT Region health facilities, and, the Territories shall hold, on behalf of Canada, the patient records of the NWT Region health facilities. The Territories further agree that Canada shall have, for any reason whatsoever, unlimited access to the said patient records (including removing all or some of them, making copies, taking extracts therefrom, and doing such other acts in relation to the said records as Canada deems appropriate).
- 5.3 If access to any patient record of the NWT Region health facilities is requested for a purpose other than the one for which the information was obtained or compiled or for a use not consistent with that purpose, it is agreed and understood that the Territories shall obtain the prior written consent of the patient or the prior written consent of Canada before the record is released.
- 5.4 Subject to the policies of Canada regarding security classification, the provisions of the National Archives of Canada Act, S.C. 1987, c.1, as amended from time to time, any conditions established by the National Archivist of Canada, and the provisions of the Privacy Act, S.C. 1980-81-82-83, c.111, as amended from time to time, Canada

agrees, on the effective date, to provide access to the Territories to the administrative (excluding personnel) records of the NWT Region health facilities and of the zone offices and regional headquarters office of the Medical Services Branch of the Department of National Health and Welfare.

SECTION 6 - NATIONAL NATIVE ALCOHOL AND DRUG ABUSE PROGRAM

6.1 The monies transferred in section 4 hereof include an amount of THREE MILLION, ONE HUNDRED AND THIRTY-FOUR THOUSAND DOLLARS (\$3,134,000.00) transferred from the National Native Alcohol and Drug Abuse Program. The Territories agree and understand that these funds are to be used solely to maintain the intent of native alcohol and drug abuse programs in the Northwest Territories.

SECTION 7 - ASSIGNMENT OF CONTRACTS

7.1 The parties agree that the service contracts and equipment leases in Appendix "K" attached hereto shall be assigned from Canada to the Territories by executing an assignment on or before the effective date.

SECTION 8 - INDEMNIFICATION

8.1 The Territories shall indemnify and save harmless Canada from and against and be responsible for

(a) any and all claims, demands, actions, suits or other legal proceedings (collectively referred to as "Claims" hereafter in this section) made or brought against Canada by whomever (including the Territories) by reason of or arising out of

(i) the care or treatment of patients in the NWT Region health facilities on and after the effective date;

(ii) the use, management, administration or operation of the trailers on and after the effective date; and

(b) any and all claims, demands, actions, suits or other legal proceedings (collectively referred to as "Demands" hereafter in this section) attributable to, resulting from or arising out of the matters set out in 2.20 hereof, made or brought on or after the effective date by whomever (including the Territories) against Canada.

8.2 The indemnities granted by the Territories and set forth in 8.1 hereof shall extend to all losses, costs or damages suffered or incurred by Canada including counsel fees and disbursements arising out of the defence or compromise of any of the aforesaid matters.

8.3 Canada agrees to consult with and to obtain the approval of the Territories prior to settling or compromising any Claims or any Demands.

8.4 Canada shall indemnify and save harmless the Territories from and against and be responsible for any and all claims, demands, actions, suits or other legal proceedings (collectively referred to as "Claims" hereafter in this section) made or brought against the Territories by whomever (including Canada) by reason of or arising out of:

(a) the care or treatment of patients in the NWT Region health facilities prior to the effective date; and

(b) the use, management, administration or operation of the trailers prior to the effective date.

8.5 The indemnity granted by Canada and set forth in 8.4 hereof shall extend to all losses, costs or damages suffered or incurred by the Territories including counsel fees and disbursements arising out of the defence or compromise of any of the aforesaid matters.

8.6 The Territories agree to consult with and to obtain the approval of Canada prior to settling or compromising any Claims.

SECTION 9 - GENERAL

No Benefits

9.1 No member of Parliament or member of the Legislative Assembly of the Northwest Territories shall be admitted to any share of this Agreement or to any benefits arising out of it.

9.2 Paragraph 9.1 does not apply to restrict a member of Parliament or a member of the Legislative Assembly from receiving health care under this Agreement.

Execution of Documents

9.3 Canada and the Territories agree that, at the request of Canada, the Territories will execute and deliver to Canada any instrument or document or will do anything that may reasonably be required to carry out its obligations under this Agreement, or to complete any transaction contemplated by this Agreement.

9.4 Canada and the Territories agree that, at the request of the Territories, Canada will execute and deliver to the Territories any instrument or document or will do anything that may reasonably be required to carry out its obligations under this Agreement, or to complete any transaction contemplated by this Agreement.

Notices

9.5 Any notice to be given pursuant to this Agreement shall be made in writing and shall be effectively given if sent by registered mail, telegram, telex or other similar means of electronic communication to the appropriate address set out below:

If to Canada:

The Deputy Minister
Department of National Health and
Welfare
Jeanne Mance Building
Tunney's Pasture
OTTAWA, Ontario
K1A 0K9

If to the Territories:

The Deputy Minister
Department of Health
The Government of the Northwest
Territories
YELLOWKNIFE, NWT
X1A 2L9

Such notice shall be deemed to have been received TEN (10) business days after mailing if sent by registered mail, and the following business day if sent by telegram, telex or other similar means of electronic communication.

Waiver .

9.6 Any waiver of any breach or default by either party is not a waiver to any subsequent breach or default by that party.

Appropriation

9.7 Notwithstanding any other clause in this Agreement respecting the payment of any money by Canada, payment hereunder is subject to there being an appropriation for the fiscal year in which any commitment hereunder would come in the course of payment, as provided for in section 89 of the Financial Administration Act, R.S.C. 1970, c.F-10 as amended from time to time.

No Prejudice

9.8 Nothing in this agreement shall prejudice the aboriginal or treaty rights, if any, of the aboriginal people of the Northwest Territories to receive insured health services.

9.9 The parties agree that nothing herein shall deprive the aboriginal people of the Northwest Territories of the opportunity as it may be enjoyed by aboriginal people elsewhere in Canada to participate in and benefit from health policies and health programs designed for the aboriginal people of Canada.

9.10 Nothing in this agreement shall relieve the Government of Canada of any obligations it may have to deliver non-insured health benefits to Status Indian and Inuit people.

Execution in Counterpart

9.11 This Agreement may be executed in several counterparts or copies and when each party has executed a counterpart or copy, all counterparts or copies taken together shall constitute one Agreement and notwithstanding the date of execution of such counterparts or copies, the Agreement shall be in full force and effect as of the date first written above.

IN WITNESS WHEREOF this Agreement has been executed on behalf of the Government of Canada by the Minister of National Health and Welfare, and, on behalf of the Government of the Northwest Territories by the Commissioner of the Northwest Territories and the Minister of Health.

FOR THE GOVERNMENT OF CANADA:-

Witness	Minister of National Health and Welfare
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FOR THE GOVERNMENT OF THE NORTHWEST TERRITORIES:-

Witness	Commissioner Government of the Northwest Territories
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Witness	Minister of Health
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