

**EMPLOYER PROPOSALS FOR AMENDMENTS TO  
THE COLLECTIVE AGREEMENT  
BETWEEN  
SASKATCHEWAN ASSOCIATION OF HEALTH  
ORGANIZATIONS  
AND  
HEALTH SCIENCES ASSOCIATION OF  
SASKATCHEWAN**

**April 1, 2009 to March 31, 2013**

- In resolution of all outstanding items at the bargaining table, SAHO offers the following package that must be accepted in its entirety.
- All other proposals not identified in this package would be withdrawn by either HSAS or SAHO as part of this agreement.
- All changes effective the date of signing the Collective Agreement unless otherwise stated.
- Items shown in bold indicate new language, items struck out indicate a deletion.
- Errors and omissions excepted.
- Without Prejudice

**September 26, 2014**

### **11.10 Leave For Union Business**

The parties agree that Employees require leave from time to time in order to conduct the business of the union. Upon request, including appropriate notice as identified below and except under exceptional circumstances (eg: Acts of God, Disasters, etc.) Executive Council members, Board of Governors, Finance Committee members, and Negotiating Committee members, shall be granted leave of absence for union business.

Other members requesting union leave will not be denied provided the leave does not unreasonably interfere with the operational requirements of the Employer.

Except under extenuating circumstances:

- any request for such leave will be made at least 72 hours (**exclusive of weekends and Statutory Holidays**) in advance;
- for a leave in excess of 14 days, the Employee will give at least 14 days prior notice;
- where leave is for regularly scheduled meetings, the Employee will notify the Employer as soon as she is aware of the dates.

**SAHO's proposal on Call Back (article 15.12) is withdrawn.**

## **ARTICLE 19 - ALLOWANCES, DIFFERENTIALS AND OTHER PAYMENTS**

### **19.03 Reimbursement For Meal Expenses**

The Employer shall reimburse an Employee for **reasonable**, substantiated meal expenses when the Employee is required to travel outside the community where their headquarters is based, to perform work duties.

It is understood that reimbursement will not be provided where the claim includes a meal for an individual other than an employee eligible for reimbursement.

## **ARTICLE 20 - PROFESSIONAL PROVISIONS**

### **20.01 Professional/Licensing Fees**

The Employer shall reimburse eligible Employees within 31 days of submission of proof of payment, or pay directly to the appropriate body annual costs associated with professional or licensing fees that Employees are required to pay by either statute or the Employer. Eligible Employees shall include all permanent full and part time Employees plus all other Employees who have worked a minimum of twenty percent (20%) of full-time hours during the previous licensing year applicable to their profession.

For EMS employees that have worked less than twenty percent (20%) of full time hours during the previous licensing year, the Employer agrees to pay the professional or licensing fees.

**Effective April 1, 2013, the maximum reimbursement shall be the professional fee amount established by the professional association or licensing body that is required to practice as of January 1, 2014.**

This provision shall not include the cost of vehicle operator licenses.

### **25.05 Personal Property Damage**

An Employee's personal property, lost or damaged, as a direct result of delivering service to a client, shall be replaced or repaired at the expense of the Employer to a maximum of \$750.00, subject to integration with one hundred (100%) percent coverage by Workers' Compensation Board provided that reasonable proof of the cause of such damage is submitted by the Employee concerned within a reasonable time of such loss or damage. **Employees are responsible to take appropriate precautions with their personal property to minimize risk of damage or loss.**

### **Wages, Differentials, Benefits**

**April 1, 2013 = 1.5%**  
**April 1, 2014 = 1.5%**  
**April 1, 2015 = 1.55%**  
**April 1, 2016 = 1.95%**

**Retroactive payment to cease accumulating September 12, 2014.**

**Standby increase to \$3.15/hour.**

**Standby (days off and holidays) increase to \$4.25/hour.**

**Shift premium increase to \$2.43/hour, October 1, 2014 increase to \$2.75/hour.**

**Weekend premium increase to \$2.25/hour on April 1, 2015.**

**Regarding Midwives the parties acknowledge that their increase for the 2013/14 fiscal year has already been implemented.**

## **Appendix "D" – EMS Core/Flex shift arrangement**

### **Appendix D EMS Core/Flex Shift Arrangement**

The below document is the template for Employers and HSAS to use for the purposes of negotiating an EMS Core/Flex Shift Arrangement.

The parties reserve the right to negotiate and implement a core/flex scheduling agreement that meets operational requirements. Any such agreement will include the provisions described below. Unless specifically agreed otherwise, all other provisions of the collective agreement continue to apply.

1. Employees working a core/flex scheduling provision may work up to a twelve (12) hour shift consisting of not less than three (3) core hours, with the balance of the shift being flex hours, followed by standby hours for the remainder of the twenty-four (24) hour period. Employees will be available for immediate response during the flex and standby hours. The employee shall be compensated for up to twelve (12) hours at his basic rate of pay with the balance of the twenty-four (24) hour period paid at the standby rate.

Any change in core hours shall require thirty (30) days notice unless mutually agreed to between Employer and the Employee.

2. The Employer shall endeavor to ensure that Employees do not work more than sixteen (16) hours in a twenty-four (24) hour period. An Employee who is required to work more than sixteen (16) hours in a twenty-four (24) hour period shall be entitled to eight (8) consecutive hours of rest prior to commencing her next scheduled shift without loss of regular earnings.
3. This shift arrangement may be terminated by either party with one hundred and twenty (120) days notice. An orderly return to the previous shift option shall be agreed upon in the event of the termination of this shift arrangement. The Union recognizes that the termination of this arrangement may result in a reduction of full-time positions. Individuals affected will revert to their previous position and/or status.

**The parties agree that the negotiation of the terms and conditions for midwives will be negotiated separately from this agreement.**

**SAHO will address HSAS's request for a premium for those employees required to work on the "Specialty Transport Team" by agreeing to provide the following:**

**New: 19.08 Specialty Transport Team**

All Respiratory Therapists required to work on the "Specialty Transport Team" as part of their job duties shall be paid at the Senior rate of pay for the duration of all shifts for which they are assigned to participate on the "Specialty Transport Team".

**SAHO will address HSAS's request for greater disclosure of information in the market supplement process by agreeing to provide the following:**

- 1. LOU #13 Re: Determination of Market Supplement Rates, subsection 1 is amended to read as follows (changes identified in bold):**

Where the SAHO PMSRC receives a request to conduct a market supplement review, the Committee must request market information from Employers and HSAS within ten (10) working days of the date the request is submitted to the Committee. **All Employers shall provide the market information requested if they employ the classification being reviewed.**

- 2. LOU #13 Re: Determination of Market Supplement Rates is amended to add the following as subsection 2 (with all the other subsections being renumbered):**

The following information will be provided by the SAHO PMSRC to HSAS upon compilation of the information for the market supplement review process:

- Budgeted permanent full-time positions;
- Budgeted permanent part-time positions;
- Vacancies for permanent full-time and permanent part-time positions (resulting from an employee's termination from a position or the creation of a new position); and
- Upon request of HSAS, labour market information submitted by SAHO or the Employers to the SAHO PMSRC, for the purposes of determining the application of a market supplement, will be provided to HSAS at the time that the decision is rendered.

**All other items previously agreed to at the table remain as agreed, and are as follows:**

- Article 1.20
- Article 1.21
- SAHO to SAHO Inc. on the title pages (name and logo)

- Change reference to "SAHO" to "3sHealth"
  - 12.12
  - 30.03
  - 30.07
  - Appendix B – subsections a and b
  - Appendix C – subsection 8.1.3
  - LOU#15
- Change reference to "SAHO Pension" to "SHEPP" – article 11.10(a)(iv)
- References to *The Trade Union Act*, *The Labour Standards Act* or *The Occupational Health and Safety Act* are updated to reflect a reference to *The Saskatchewan Employment Act* in Articles 9.08, 23.01, 23.02, 23.04(b), 23.06, 26.05 and LOU #14 subsection 2.
- Article 11.09 (c)
- Article 15.01 A
- Article 15.01 C
- Article 15.11 (c)
- Article 18.05
- Article 21.02
- Article 21.06
- LOU #12
- LOU #18

A description of the specific language changes is attached to this package.

**Retroactive wage adjustments will be paid as follows, subject to the limitation on the accumulation of retroactive pay as set out above:**

All employees on staff as of the date of signing of the Collective Agreement shall be eligible for retroactive wage adjustments based on all paid hours with any Employer party to this Collective Agreement. Employees who have moved between employers covered by the Collective Agreement shall apply to their previous employers for that portion of the retroactivity.

Employees who have retired from any Employer party to this Collective Agreement shall be eligible for retroactive wage increases based on all paid hours up to and including the date of retirement.

Any employee who has been laid off subsequent to April 1, 2013 and is unable to maintain employment and is not on staff as of the date of signing of the Collective Agreement, shall be eligible for retroactive wage increases based on all paid hours up to and including the date of lay-off.

The estates of employees who have passed away on or after April 1, 2013 are eligible for retroactivity. The estate of the employee must contact the employer and apply for such retroactivity within 6 months of the date of signing of the Collective Agreement.

**All other items previously agreed to at the HSAS and SAHO bargaining table remain as agreed, and are as follows:**

- Article 1.20 – “SAHO” shall mean the Saskatchewan Association of Health Organizations Inc.
- Article 1.21 – **“3sHealth” Health Shared Services Saskatchewan is an organization which, in partnership with the Regional Health Authorities and the Saskatchewan Cancer Agency, develops, implements and administers shared services for the Health sector.**
- Change SAHO to SAHO Inc. on the title pages (name and logo)
- Change references to “SAHO” to “3sHealth” in the following articles
  - 12.12
  - 30.03
  - 30.07
  - Appendix B – subsections a and b
  - Appendix C – subsection 8.1.3
  - LOU#15
- Change the reference to “SAHO Pension” to “SHEPP” – article 11.10(a)(iv)
- References to *The Trade Union Act*, *The Labour Standards Act* or *The Occupational Health and Safety Act* are updated to reflect a reference to *The Saskatchewan Employment Act* in Articles 9.08, 23.01, 23.02, 23.04(b), 23.06, 26.05 and LOU #14 subsection 2.
- Article 11.09(c)
  - (c) In addition to the provisions of 11.09(b), EMS Employees:
    - (i) attending education as required by the **Saskatchewan College of Paramedics** shall be paid their straight time hourly rate to a maximum of eight (8) hours for each education day or time spent, whichever is less;
    - (ii) successfully completing the following certification and re-certification programs, ACLS, **ITLS**, CPR, PALS and EMD and any other specific certification and re-certification programs deemed mandatory by the Employer will be reimbursed for tuition costs.

- Article 15.01 A

**15.01 A. Standard Hours Of Work**

For the purposes of this Article, there will be a cycle of consecutive three (3) week periods commencing **January 5, 2014** (see the calendar on the inside back cover of this Collective Agreement showing the division into three (3) week periods). Where an Employer has established a different cycle of consecutive three (3) week periods, the transition will be made in such a way that no wages are lost and no overtime is earned simply by reason of the transition to the generally established cycle.

- Article 15.01 C

**15.01 C. Field Hours**

For field hours positions, hours of work will be two hundred and twenty-four (224) hours in a six (6) week period, the cycle of defined six week periods commencing and continuing from **January 5, 2014**. Within each six (6) week period, an Employee will have flexibility to govern her hours of work within any day or series of days to meet client and essential program needs.

- Article 15.11 (c) – Standby payments:

(c) A standby payment shall be paid to each Employee so assigned on the following basis:

(i) **\$3.15** per hour for each hour on standby on a regular working day with a minimum payment for eight (8) hours.

or

(ii) **\$4.25** per hour for each hour on standby on days off and Public Holidays with a minimum payment for eight (8) hours.

(iii) OTFT EMS Employees shall be paid \$5.00 per hour for each hour on standby with a minimum payment of eight (8) hours each day on standby.



- Article 18.05

**18.05 Recognition of Previous Experience**

Employees commencing employment, or commencing employment in a position never held previously, who have previous experience acceptable to the Employer shall be placed on the salary range in accordance with the following:

- (a) Less than one (1) year of experience in the three (3) years immediately preceding the date of employment shall be placed at step 1.
- (b) One (1) year of experience in the three (3) years immediately preceding the date of employment shall be placed at step 2.
- (c) Two (2) years of experience in the four (4) years immediately preceding the date of employment shall be placed on step 3.
- (d) Three (3) years of experience in the five (5) years immediately preceding the date of employment shall be placed at step 4.
- (e) Four (4) years of experience in the six (6) years immediately preceding the date of employment shall be placed at step 5.

Notwithstanding the above, the Employer reserves the right to exceed the above guidelines where it is deemed necessary.

Where previous experience has been obtained through recent service in other than full-time employment, recognition of such previous experience will be based on the number of hours paid. One (1) year experience will be recognized for each full year of recent service, according to the full-time hours for that classification as defined in Article 15.

**An Employee promoted to a higher classification in accordance with Article 21.10 will have their salary determined in accordance with the above provision or article 21.10, whichever is greater.**

- Article 21.02

**21.02 Posting And Filling Of Vacant Positions**

In order to expedite filling of vacancies, Employers may elect to post vacancies **electronically and/or on paper** simultaneously within the Regional Health Authority, other Provincial Regional Health Authorities, and externally. Nonetheless, first consideration, in accordance with Article

21.04, shall still be provided to HSAS applicants from within the geographic boundaries of the Regional Health Authority.

(a) Regional Health Authority Posting

When a vacancy within a Regional Health Authority is to be filled, it shall first be posted **electronically and/or on paper** within the Regional Health Authority for a minimum ten (10) calendar days prior to selection, in all workplaces where HSAS members are employed.

In filling the vacancy, first consideration shall be given to HSAS applicants employed within the geographical boundaries of the Regional Health Authority, in accordance with Article 21.04. Applicable seniority will be that recognized within the geographical boundaries of the Regional Health Authority.

(b) Provincial Posting

If the vacancy is not filled within the Regional Health Authority the vacancy shall be posted **electronically and/or on paper** for as long as the vacancy is open and for a minimum ten (10) calendar days in all Regional Health Authorities and in all workplaces where HSAS members are employed.

In filling the vacancy, first consideration shall be given to HSAS applicants employed within the province, in accordance with Article 21.04. Applicable seniority will be that accumulated within the province. Any time and costs associated with attending the interview shall be the responsibility of the Employee.

- Article 21.06

**21.06 Notify Union**

An **electronic or paper** copy of all postings, names of applicants, along with their seniority, plus the name of the successful applicant, shall be forwarded to the union office. All applicants will be advised of the results of the competition.

- LOU #12 (clause 6)

**LETTER OF UNDERSTANDING #12**

**Re: Provincial Market Supplement Program**

6. It is understood that, for the term of this collective agreement **(dates to reflect term of CBA)**, market supplemented wage rates shall be subject to economic increases as follows: the dollar value, as derived from the percentage adjustments applied to the educational base rate of pay, shall be added to the market supplemented rate of pay. However, this will not preclude an annual market supplement review and, if applicable, an additional market supplemented wage increase as per LOU #13 may be provided.

- LOU #18

**Letter of Understanding # 18 (New)**  
**Re: Perfusionist Standby Allowance**

**The parties agree to the following provision:**

**Standby payments for Perfusionists will be paid at the rate of \$5.00 per hour for each hour on standby. This payment will be paid in addition to any callback payment provided for in Article 15.12 – Callback.**