

*Revised  
Oct 6 @ 14:00*



Health Sciences  
Association of  
Saskatchewan

Proposals for Amendments to

The Collective Agreement

Between

Saskatchewan Association of Health Organizations, Inc.

And

Health Sciences Association of Saskatchewan

October 8, 2014

- **Items in bold indicate new language or changes to existing CBA.**
- **Errors and omissions excepted**
- **Without prejudice**

1.20 "SAHO" shall mean the Saskatchewan Association of Health Organization Inc.

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.

*(re-number remaining definitions)*

*\* Changes to 1.20 and 1.21 agreed to on May 1, 2014*

*Based on the above the following changes will be made.*

1. SAHO to **SAHO Inc.** on title pages (name and logo)
2. SAHO to **3SHealth**
  - a. 12.12
  - b. 30.03
  - c. 30.07
  - d. Appendix B – subsections a and b
  - e. Appendix C – subsection 8.1.3
  - f. LOU #15
3. SAHO Pension to **SHEPP** – 11.10 (a) (iv)

*References to The Trade Union Act, The Labour Standards Act or The Occupational Health and Safety Act should be 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, LOU #14 subsection 2.*

*\*\*Housekeeping changes as proposed by SAHO on Sept. 11, 2014; amended and counter proposed by HSAS on Sept. 12, 2014*

## 11.09 Educational Leave of Absence

Replace existing (a) with the following:

**Employers and HSAS recognize the uniquely important role that professional development opportunities play in encouraging retention and recruitment, at the same time as enhancing the skills that professional employees bring to serving the public. Employees and employers will work together to increase opportunities for professional development, continuing education, and the creation of an improved learning environment.**

**In particular, and without intending to limit the scope of such activities, employees shall be entitled to the following:**

- a) Employers and employees will ensure within each work unit that there are mechanisms in place to consult and collaborate regarding the professional development objectives and priorities of the individual, the organization, and the licensing body as appropriate.**
- b) Education leave and related financial assistance will be available for educational opportunities that relate to the employee's profession and are approved by the employer. Criteria for approval will include determination that the subject matter is within the professional scope of practice of the employee, the relationship of the subject matter to the development priorities of the individuals and the organization, the educational requirements for licensing, and fairness to all employees.**
- c) The Employer shall grant one (1) day education leave with pay (at straight time rates) for each day that an individual employee attends an educational event, including if that time is on a scheduled day off. Such leave will be up to twenty-four hours. Where current practice exceeds this provision, current practice will be maintained.**
- d) Applications for such education leave shall be submitted to the employer as much in advance as possible, with due considerations for the operational requirements of the employer. The employee will be informed in writing as soon as possible as to the employer's decision.**
- e) Where there is failure to resolve a disagreement over an application for education leave or financial support, the matter may be dealt with through the grievance procedure, or some other mutually agreed upon dispute resolution process.**

- f) **Employers will undertake to keep employees informed as to the utilization of these resources. Upon request, an employer will provide to the union an accounting of the application of the entitlements within this provision.**
- g) **The funds committed to the initiative are not to be eroded by other operational requirements of the employer.**
- h) **When the Employer requires and requests the attendance of an Employee at a conference or workshop, or similar educational session, normal salary and benefits shall be continued. When Attendance is required on days off, Employees shall be entitled to equivalent time off with pay. In addition, all registration or tuition fees and reasonable and substantial expenses related to the session shall be paid by the Employer.**
- i) **In addition to the above provisions, EMS employees:**
  - (i) **Attending education as required by the Saskatchewan College of Paramedics shall be paid their straight 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.**

*(re-letter the remaining articles)*

*\*SAHO proposal 11.09 c), renumbered as i) regarding EMS certification was accepted May 2, 2014*

### **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 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.

*\*Agreed to on May 1, 2014*

**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.

The following provisions will apply:

- a) Overtime rates, as per Article 15.04, shall be paid for any hours worked that exceed twelve (12) hours in a day or two hundred and twenty-four (224) in any six (6) week period.
- b) In addition to the regular rates of pay, a shift premium of **\$3.75** per hour for all work required to be performed between 1800 and 0700 hours.

*(remaining articles as presently exist)*

*\*The numbers in the proposal above to be implemented on date of signing.*

*\*SAHO proposal on 15.01 C., the date change, agreed to on May 1, 2014*

**15.04 Overtime and Premium Rates**

**A. Overtime Rates**

- (a) Overtime rates shall be paid at the rate of two times (2x) the regular rate of pay for all hours worked. An Employee who works on her scheduled day(s) off shall be paid at the rate of two times (2x) her regular rate for all hours so worked.**

*\*The numbers in the proposal above to be implemented on date of signing.*

**15.11 Standby**

(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.

*\*The numbers in the proposal above to be implemented on date of signing.*

*\*Agreed to July 23, 2014*



## **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 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 services 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.**

*\*Agreed to May 2, 2014*

**19.01 Transportation Allowance**

(e) *\*note – dates for SPTI chart to be updated*

*\*Housekeeping change to 19.01 (e) proposed by HSAS on Sept. 12, 2014*

## **19.07 Shift Premiums**

### **(a) Evening/Night Premium**

Employees working an evening or night shift where the major portion of hours worked fall within the hours of 1500 and 0800 hours, shall be paid at their regular hourly rate plus a shift premium of **three dollars and seventy-five cents (\$3.75)** per hour for all hours worked.

### **(b) Weekend Premium**

A weekend premium shall be paid at the rate of **three dollars and ten cents (\$3.10)** per hour for each hour worked between 0001 Saturday and 2400 hours Sunday. Weekend premiums will not apply where an Employee is receiving overtime pay.

*\*The numbers in the proposal above to be implemented on the date of signing.*

**19.08 Specialty Transport Team**

**All Respiratory Therapists required to work on the "Specialty Transport Team" as a part of their job duties shall be paid an additional eight (8) percent on their current wage for the duration of all shifts for which they were assigned to participate on the "Specialty Transport Team".**

## 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.

*(remaining article as presently exists)*

*\*Agreed to May 1, 2014*

**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.**

*\*Agreed to May 1, 2014*

October 8, 2014

## **ARTICLE 32 Disclosure**

**When occupations undergo a market supplement review, information would be provided to HSAS as per LOU #13, as amended. Where occupations have not been reviewed through the market supplement process, the information below will be provided upon ratification and annually thereafter.**

**In an attempt to meet the desire of both parties to ensure we have the right people in the right place at the right time to put patients first, recruit and retain employees, operate efficiently and effectively, and to provide a quality workplace, the employers shall provide a current list of positions disclosing current number of:**

- **Budgeted permanent full-time positions,**
- **Budgeted part-time positions,**
- **Budgeted casual positions,**
- **“Over-hired” positions (those which are not formally approved in the budget),**
- **Temporary full-time positions (those which have approved funding but are not permanent in nature, including those less than six months in duration),**
- **Temporary part-time positions (those which have approved funding but are not permanent in nature, including those less than six months in duration)**
- **Wait Times/Wait Lists/Ratio of Patients or Clients to Employee**
- **Where standards exist, appropriate standards for wait times and wait lists, and the client/patient ratio shall be provided to the union for each service that has HSAS members providing the service.**

## WAGES

Wage increases shall be based on the change to the Saskatchewan Consumer Price Index (CPI) as produced by Statistics Canada, plus 0.75 per cent per year.

As the CPI is not published until after the period has closed, and after the effective date of the wage increase, the increase for the next year will be based on the number from the previous time period as outlined in the chart below.

Annual Time Periods	Effective Date of Wage Rate Increase	CPI Rate of Change	Wage Rate Increase
March 2011 to March 2012	April 1, 2013	1.8%	2.55%
March 2012 to March 2013	April 1, 2014	1.3%	2.05%
March 2013 to March 2014	April 1, 2015	2.3%	3.05%
March 2014 to March 2015	April 1, 2016	To be determined	To be determined

Source: Statistics Canada: CANSIM, Table 3265—0020, Consumer Price Index, by province (Saskatchewan)

### Market Supplements and Market Adjustments

- (a) Effective April 1, 2013, the highest wage of the following wage rates for each classification shall form the base wage rate: Base, existing Market Supplement rate, Market Adjustment rate.
- (b) General economic increases shall be applied to the base wage rate, after making the changes noted in (a) above.
- (c) If further increases are negotiated through the market supplement program, the percentage increase will be applied to the base rate of pay and shall subsequently form the new base wage rate.

### Retroactivity

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 the signing of the collective agreement.**

Letter of Understanding #12

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.

*\* Housekeeping changes as proposed by SAHO on Sept. 11, 2014, agreed to by HSAS through inclusion in Sept. 12, 2014 counter proposal*

Letter of Understanding #13

Re: Determination of Market Supplement Rates

1. Where the SAHO PMSRC receives a request to conduct a market supplement review, the Committee must request market information from Employers and HSAS within (10) working days of the date the request is submitted to the Committee. **All Employers shall provide market information requested if they employ the classification being reviewed.**
  
2. **The following information will be provided by the SAHO PMSRC to HSAS upon compilation of the information for the market supplement review process:**
  - a) **Budgeted permanent full-time positions;**
  - b) **Budgeted permanent part-time positions;**
  - c) **Vacancies for permanent full-time and permanent part-time positions (resulting from an employee's termination for a position or the creation of a new position); and**
  - d) **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.**

*(re-number remaining sections)*

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**

*\*Agreed to May 1, 2014*

October 8, 2014

**Response to Appendix D – EMS Core/Flex Shift Arrangement**

Although HSAS agrees there is an issue of recruitment and retention for rural EMS, HSAS maintains that the proposed EMS Core/Flex Shift Arrangement will **not** be an effective solution.

HSAS agrees to meet with SAHO and/or Employers to discuss rural EMS issues within 90 days of the signing of the Collective Agreement.

October 8, 2014