



Health Sciences  
Association of  
Saskatchewan

**Proposals for Amendments to**

**The Collective Agreement**

**Between**

**Saskatchewan Association of Health Organizations**

**And**

**Health Sciences Association of Saskatchewan**

**August 26, 2013**

- **Items in bold indicate new language.**
- **Errors and omissions excepted**
- **Without prejudice**

## 11.09 Educational Leave of Absence

Current Language	Proposed Language
<p>(a) Participation in educational programs is encouraged by the Employer. Upon the request of an Employee, the Employer may grant leave, with or without pay, to attend training and/or education. If the educational event occurs on an Employee's day off, the Employer may grant equivalent time off with pay. Tuition costs, registration fees, or expenses incurred may be paid by the Employer.</p>	<p><b>(a) Participation in educational programs is encouraged by the Employer. For employees who do not require training/education to maintain their licensure, each employee shall have access of up to \$1,000 per year to take training related to their job. The \$1,000 can be used towards the cost of tuition, registration fees, materials, travel and expenses. The employee shall provide proof of payment to receive reimbursement. The employer may also provide time off with pay to attend the educational event. If a request for attendance at an educational program is denied, the employee shall be provided with written rationale within seven (7) days of the request being denied.</b></p>
<p>NEW</p>	<p><b>(b) The Employer shall ensure that employees who require continuing education in order to maintain licensure or certification are able to meet those requirements. The Employer shall pay the expense of any tuition, registration fees, materials, travel, expenses, and time off with pay to attend the continuing education.</b></p>

*(amended letter (a), added a new (b), re-letter the remaining articles)*

### 15.01 C. Field Hours

Current Language	Proposed Language
(b) In addition to the regular rates of pay, a shift premium of \$2.10 per hour for all work required to be performed between 1800 and 0700 hours.	(b) In addition to the regular rates of pay, a shift premium of <b>eight (8) per cent of the employees regular hourly rate</b> per hour for all work required to be performed between 1800 and 0700 hours.

### 15.01 D. Extended Shifts

Current Language	Proposed Language
<p>(d) Local agreements for the implementation of twelve (12) hour shifts will normally conform, with modifications as necessary, to the standard extended shift agreement outlined as follows:</p> <p>(vii) Public Holidays falling on an Employees day off shall entitle the Employee to an eight (8) hour day off with pay.</p> <p>Public Holidays off or days in lieu of Public Holidays shall be scheduled for an eight (8) hour shift.</p> <p>All hours worked on a Public Holiday by an Employee on the extended shift schedule shall be paid at the rate of time and one-half (1 ½) times. A day off in lieu of work on a Public Holiday shall be an eight (8) hour day.</p>	<p>(d) Local agreements for the implementation of twelve (12) hour shifts will normally conform, with modifications as necessary, to the standard extended shift agreement outlined as follows:</p> <p>(vii) Public Holidays falling on an Employees day off shall entitle the Employee to a <b>twelve (12) hour</b> day off with pay.</p> <p>Public Holidays off or days in lieu of Public Holidays shall be scheduled for a <b>twelve (12) hour shift</b>.</p> <p>All hours worked on a Public Holiday by an Employee on the extended shift schedule shall be paid at the rate of time and one-half (1 ½) times. A day off in lieu of work on a Public Holiday shall be a <b>twelve (12) hour</b> day.</p>

## 15.04 Overtime and Premium Rates

Current Language	Proposed Language
<p>A. Overtime Rates</p> <p>(a) Overtime rates shall be paid at the rate of one and one half (1 1/2 x) times the regular rate of pay for the first three (3) consecutive hours and two times (2x) the regular rate of pay for all consecutive hours worked thereafter. An Employee who works overtime between the hours of 2400 and 0700 and such overtime is continuous with her regular shift, shall be paid at the rate of two times (2x) her regular rate for all hours so 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.</p>	<p>B. Overtime Rates</p> <p>(a) Overtime rates shall be paid at the rate of <b>two times (2x)</b> the regular rate of pay for <b>all hours worked</b>. 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.</p>

## 15.11 Standby

Current Language	Proposed Language
<p>(c) A standby payment shall be paid to each Employee so assigned on the following basis:</p> <p>(i) \$2.19 per hour for each hour on standby on a regular working day with a minimum payment for eight (8) hours.</p> <p style="text-align: center;">or</p> <p>(ii) \$4.12 per hour for each hour on standby on days off and Public Holidays with a minimum payment for eight (8) hours.</p> <p>(iii) OTFT EMS Employees shall be paid \$5.00 per hour for each hour on</p>	<p>(c) A standby payment shall be paid to each Employee so assigned on the <b>basis of the Provincial minimum wage rate</b> per hour for each hour on standby with a minimum payment for <b>eight (8) hours</b>.</p>

standby with a minimum payment of eight (8) hours each day on standby.	
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### 19.01 Transportation Allowance

Current Language	Proposed Language
NEW	<b>(k) Employees who are required to use their vehicle for the conduct of the Employer’s business on a continuing basis shall be provided with a reasonably located electrified parking spot to be fully paid for by the Employer.</b>

### 19.07 Shift Premiums

Current Language	Proposed Language
<p>(a) Evening/Night Premium</p> <p>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 two dollars and ten cents (\$2.10) per hour for all hours worked.</p>	<p>(b) Evening/Night Premium</p> <p>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 <b>eight (8) per cent of the employees regular hourly rate</b> per hour for all hours worked.</p>
<p>(b) Weekend Premium</p> <p>A weekend premium shall be paid at the rate of one dollar and eighty cents (\$1.80) 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.</p>	<p>(b) Weekend Premium</p> <p>A weekend premium shall be paid at the rate of <b>eight (8) per cent of the employees regular hourly rate</b> 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.</p>

## 19.08 Specialty Transport Team

Current Language	Proposed Language
NEW	<b>All employees required to work on the “Specialty Transport Team” as a part of their job duties shall be paid an additional eight (8) per cent on their current wage for the duration of all shifts for which they were assigned to participate on the “Specialty Transport Team”.</b>

## 21.04 Selection Criteria

Current Language	Proposed Language
When qualifications, suitability, and experience necessary to perform the work are relatively equal, seniority shall be the deciding factor.	When <b>qualifications and experience necessary</b> to perform the work are relatively equal, seniority shall be the deciding factor.

## 21.10 Salary on Promotion

Current Language	Proposed Language
The salary of an Employee promoted to a higher classification shall be advanced to that step in the scale which is next higher than the current salary rate or to the step which is next higher again if the salary increase which would result from the advance of a single step is less than three (3%) percent. However, such increase will not provide a salary rate which will exceed the maximum of the new range. The Employee’s increment date shall be determined in accordance Article 18.06(e).	<b>When promoted, an Employee’s wage shall be determined utilizing Article 18.05 “Recognition of Previous Experience”. If, after utilizing Article 18.05, the promoted Employee does not realize an eight (8) percent increase in wage, they will be moved to the first step on the new wage grid which does provide an eight (8) percent increase.</b>

## 30.09 Health and Lifestyle Spending Accounts

Current Language	Proposed Language
NEW	<b>In recognition of the fact that healthy employees benefit the employers and the residents of Saskatchewan, the employers</b>

	<p>shall establish a Health and Lifestyle Spending Accounts, as of the date of ratification, equal to the existing Health and Lifestyle Spending Accounts currently offered to out-of-scope employees as per the 3S Health Website.</p>
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**ARTICLE 32 DISCLOSURE**

Current Language	Proposed Language
NEW	<p><b>32.01 Disclosure of Positions</b></p> <p>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 (as of date of ratification) number of:</p> <ul style="list-style-type: none"> <li>▪ Budgeted permanent full-time positions,</li> <li>▪ Budgeted part-time positions,</li> <li>▪ Budgeted casual positions,</li> <li>▪ “Over-hired” positions (those which are not formally approved in the budget),</li> <li>▪ Temporary full-time positions (those which have approved funding but are not permanent in nature, including those less than six months in duration),</li> <li>▪ Temporary part-time positions (those which have approved funding but are not permanent in nature, including those less than six months in duration)</li> <li>▪ Bodies providing services for each classification.</li> </ul>

NEW	<p><b>32.02 Staffing Levels Maintained</b></p> <p>The Employer agree that there shall be no reduction in any classification of budgeted permanent full-time, budgeted part-time positions, or budgeted casual positions.</p>
NEW	<p><b>32.03 List of Positions</b></p> <p>A list of positions noted above in 32.01 shall be provided in January of each year, or upon request from the union.</p>
NEW	<p><b>32.04 Wait Times/Wait Lists/Ratio of Patients or Clients to Employee</b></p> <p>(a) The ratio of clients/patients per employee shall be provided to the Union upon request.</p> <p>(b) All wait times and wait lists for services our members are providing shall be provided to the Union upon request.</p> <p>(c) 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.</p>

### Letter of Understanding #1 Re: Contracting out

Current Language	Proposed Language
<p>1. The Employer will not be restricted by this Letter of Understanding from continuing its historical employment practices including but not limited to contracting out</p>	<p><b>There shall be no contracting out of any work normally performed by an HSAS member. Additionally, work normally performed by an HSAS member shall only be performed by an HSAS member.</b></p>

<p>of work of the bargaining unit.</p> <p>2. However, when contracting out bargaining unit work is required, the Employer will ensure no full-time or part time Employee with three or more years of seniority will be laid off as a direct result of contracting out.</p> <p>In the event the Employer is contemplating contracting out bargaining unit work, discussions between union and management shall first take place.</p> <p>This letter shall remain in effect until the expiry of the Collective Agreement will deem to expire at this time unless mutually agreed otherwise.</p>	
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**Letter of Understanding #18 Re: Point Rating Evaluation Plan**

Current Language	Proposed Language
NEW	<p><b>In acknowledgment that the classification system negotiated in 2002, informally referred to as the “Education-based classification system”, has transitioned from an education based system to a hybrid system of market factors, additional duties assigned, and education required, HSAS is proposing that the parties negotiate a new classification system, similar to a Point Rating Evaluation Plan (PREP).</b></p> <p><b>HSAS further proposes that the Hay Group, as used for OOS employees, facilitate this process. The classification process will be joint between the union and management.</b></p>

## **WAGES**

HSAS will address wages at a time closer to the conclusion of negotiations of this new Collective Agreement as is consistent with past practice.