

**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**

- SAHO reserves the right to add, delete or amend any proposals during the period of negotiations.
- Items shown in bold indicate new language, items struck out indicate a deletion.
- Errors and omissions excepted.
- Without Prejudice

August 26, 2013

The SAHO Committee is committed to negotiating in good faith. We wish to achieve a fair and reasonable collective agreement that meets the needs of both employees and employers.

The SAHO Committee wants to work with HSAS 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**
- **Provide a quality work place**

The SAHO Committee is authorized to bargain on behalf of the employers party to the SAHO/HSAS Collective Agreement. Upon attainment of a tentative agreement, the SAHO Committee will need to present the tentative agreement to their principals for ratification.

In addition to the specific proposals contained in this document SAHO proposes that 3SHealth and/or SHEPP be substituted for SAHO where appropriate in the collective agreement.

1.20 "SAHO" shall mean the Saskatchewan Association of Health Organizations 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.

(renumber remainder of Article 1)

8.03 Right To Union Representation

In all cases where the Employer considers the Employee's conduct warrants disciplinary action, the Employee will be afforded the opportunity of having a union representative in attendance.

Where no union representative is immediately available to attend, and a meeting with the employee(s) is delayed, the employee(s) may be removed from the workplace without pay until such a representative is available. Such removal from the workplace shall be considered non-disciplinary.

11.09 Educational Leave of Absence

- (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.
- (b) 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 substantiated expenses related to the session shall be paid by the Employer.
- (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.
- (d) The Employee's increment date will not change as a consequence of the first twenty-four (24) months of an educational leave of absence.
- (e) Where operational considerations and client care are not adversely impacted, an Employee may request to change her daily hours of work in order to attend ongoing educational classes. If approved, the Employee shall not be eligible for any premiums or premium pay she would not have otherwise been entitled to.

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.

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 ??, 2013** (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.

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 ??, 2013**. 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) hours in any six (6) week period.
- (b) In addition to the regular rates of pay, a shift premium of \$1.50 per hour for all work required to be performed between 1800 and 0700 hours.
- (c) Within each six week cycle, an Employee shall be entitled to a minimum of twelve (12) days off.

Additionally, full-time Employees shall be entitled to two Additional Day(s) of Rest (ADR) within each six week cycle. Field Employees shall be entitled to the provisions of Article 15.01 A. (b) with respect to banking ADRs.

- (d) Each day paid for sick leave, annual vacation, public holiday and paid leave of absence shall be considered a shift worked.
- (e) For the purpose of tracking field hours of work, the Employer will post in the same location as Employee time-sheets, the attached calendar as per the Collective Agreement marking the weeks 1-6.

The designation of position(s) as field hours positions shall be subject to discussion by the parties **and approval of the Employer**. Factors to be considered when reviewing the matter shall include the following:

- Nature of the work
- Type of service provided
- Operational considerations.

~~Requests for a change to the designation of a position(s) may be initiated by the Employer, Employee, or union.~~ **The Employee or the union may submit a request for a change to the designation of a position(s). In reviewing such a request, the Employer shall give consideration of such a request shall include to the same above factors.**

~~Should agreement not be reached by the parties on the designation of a position, then the matter may be referred to arbitration in accordance with Article 9.08, or some other mutually agreed to adjudication process.~~

15.05 Time Off In Lieu Of Overtime

Where mutually agreed between the Employer and Employee, time off, calculated at the appropriate overtime rates in lieu of overtime pay may be banked to a maximum of one-hundred (100) hours. Time off in lieu shall be taken at a time mutually acceptable between the Employee and the Employer and must be recorded on time sheets and work records. Any unused portion of the time in lieu bank as of **September month end payroll will be paid out prior to October 31 each year**. Any unused portion of the lieu bank as or February month end payroll report will be paid out prior to March 31 of each year.

15.12 Call Back

(a) Regular Call Back

Any Employee who is called back to work after having completed her regular work schedule and having left the work site, shall be paid at the rate of time and one-half (1-1/2) the regular rate for the first (1st) three (3) hours and thereafter double (2x) the regular rate of pay, but with a minimum of two (2) hours at the rate of time and one-half (1-1/2) the regular rate. **When the call back hours are continuous with the Employee's next scheduled shift the two (2) hour minimum shall not apply.**

(b) Call Back After Midnight Or On Public Holiday Or On Scheduled Day Off

Employees who are called back to work between the hours of 2400 (midnight) and 0700 hours or on Statutory Holidays or on their scheduled days off, shall be paid at the rate of double (2X) the regular rate of pay for all hours so worked with a minimum of two (2) hours at the rate of double (2X) the regular rate. **When the call back hours are continuous with the Employee's next scheduled shift the two (2) hour minimum shall not apply.** However, should a call back referred to above, commence prior to 2400 hours (midnight) or continue after 0700 hours, such period of time (outside of the frame of 2400 and 0700) shall be paid at the rate of one and one half (1 1/2) times the regular rate of pay.

SAHO to HSAS

August 20, 2013

Saho wishes to discuss and reserves the right to propose different standby and call back provisions for OTFT EMS personnel.

18.05 Recognition Of Previous Experience

Employees commencing employment, or commencing employment in a classification never held previously (i.e. Addictions Counselor to Social Worker) who have previous experience acceptable to the Employer shall be placed on the salary range in accordance with the following:

Remainder of article to remain current language.

ARTICLE 19 - ALLOWANCES, DIFFERENTIALS AND OTHER PAYMENTS

19.01 Transportation Allowance

- (a) All Employees who consent to use their vehicle for the conduct of the Employer's business on an occasional basis shall be reimbursed at a rate of **forty-five** point one cents (**\$.4510**) per kilometer with a minimum of four dollars and fifty cents (\$4.50) per round trip.

- (b) Employees who are called back to work, **and such hours are not continuous with their next regular shift**, and require transportation, will use the taxi company designated by the Employer and will charge the return fare to the Employer. Where Employees use their own vehicles, they shall be paid at a rate of **forty-five** point one cents (**\$.4510**) per kilometer with a minimum of four dollars and fifty cents (\$4.50) per round trip.

(remainder of article to remain as current)

19.03 Reimbursement For Meal Expenses

Where an Employee is on authorized Employer business outside the community where their headquarters is based, to perform work duties. Employees shall be allowed expenses based on actual charges supported by receipts up to the following maximum amounts:

	In Province	Out of Province
Breakfast	\$8.00	\$11.00
Dinner	\$14.00	\$16.00
Supper	\$19.00	\$24.00

Note: The above rates include GST and meal gratuities.

Where a meal is provided to an employee while attending to business, no reimbursement will be provided for that meal.

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, 2013.

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

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.

Temporary Vacancies

21.05 Commencement Of Job – Permanent Positions

Whenever possible, an Employee selected from the posting procedure shall commence the job within four (4) weeks after the date of notification of selection to the position, unless mutually agreed otherwise.

Employees holding or securing a permanent position(s) who do not perform the duties of that position(s) for a period greater than 24 months may be considered to have abandoned the position(s) and such position(s) may be reposted on a permanent basis.

21.06 Notify Union

An **electronic** 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.

21.09 Probationary Period

~~(a) Length~~

~~— (i) Full-Time Employees~~

~~An full-time Employee shall be on probation during the first 975 hours worked.~~

~~(ii) Other Than Full-Time Employees~~

~~An other than full-time Employee shall be on probation during the first 975 hours worked, or twelve (12) months, whichever occurs first.~~

Remainder of Article to remain current language.

21.14 New Graduate Recruitment Program (New)

The Employer may hire new graduates into full time or other than full time positions in the New Graduate Recruitment Program for up to 12 months. The Employer shall consider the request of the new graduate when determining whether the position is full time or other than full time. Such new graduates shall work supernumerary with experienced employees for guidance and support. The supernumerary positions shall be additional to the existing staffing level. New graduates can be hired into such positions without a posting. The supernumerary positions shall not replace existing vacancies or be used to circumvent the normal hiring process.

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 ensure to the best of their ability that it is not damaged or lost. When an employee has not taken such precautions, reimbursement shall not be required by the Employer.**

25.06 Uniforms

- (a) The Employer will furnish and maintain (launder and repair) without charge, uniforms which the Employer requires an Employee to wear.
- (b) In addition, for EMS Employees:
 - (i) The following clothing items shall be provided and paid for by the Employer for each Employee. Clothing shall be sized to fit each Employee with the cost of initial alterations paid for by the Employer. A minimum of one (1) change of shirts and pants/overalls will be made available. Replacement will be supplied for any item that becomes fatigued or is destroyed.
 - shirts;
 - pants or coveralls;
 - outerwear appropriate for the season and conditions;
 - safety eyewear; and
 - other items that might be required by the Employer or by provincial regulations.
 - (ii) Employees will be reimbursed for the purchase of footwear appropriate for work duties **up to a maximum of \$200.00** upon presentation of receipt. Replacement shall be provided, as required, upon presentation of footwear. Where practicable, footwear will be worn for work related duties only.

Wages, Differentials, Benefits & Other Monetary Items

The SAHO Committee will address wages, differentials, benefits, and other monetary items as part of an offer to settle all outstanding items at the conclusion of the bargaining process consistent with past practice.

EMS Classifications

The Employers would like to have discussion regarding the changing classification titles for EMS personnel.

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.

LETTER OF UNDERSTANDING #19 (New)
RE: Midwives Hours of Work

Midwife Hours of Work

All midwife positions will be subject to the hours of work described below.

Normal hours of work shall not exceed four hundred and forty eight (448) hours in a twelve (12) week period, the cycle of defined six week periods commencing and continuing from January 4, 2009. Within each twelve (12) 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 shall be paid at the rate of one and one half times (1 ½ x) the regular rate of pay for any hours worked that exceed four hundred and forty eight (448) hours in a twelve (12) week period.
- (b) Each day paid for sick leave, annual vacation, public holiday and paid leave of absence shall be considered an eight (8) hour shift worked.
- (c) For the purpose of tracking field hours of work, the Employer will post in the same location as Employee time-sheets, the attached calendar as per the Collective Agreement marking the weeks 1-12.

To maintain maximum flexibility in scheduling for midwives and the clients it is agreed the following provisions will not apply:

- a) Article 15.01A Standard Hours of Work
 - b) Article 15.03 Scheduling of Work
 - c) Article 15.04 Overtime and Premium Rates
 - d) Article 15.07 Time Off Duty Between Shifts
 - e) Article 15.08 Split Shifts
 - f) Article 15.09 Minimum Report Pay
 - g) Article 15.10 Phone Calls After Hours
 - h) Article 15.11 Standby
 - i) Article 15.12 Call Back
 - j) Article 15.13 Call-in On Unscheduled Days – Part Time Employees
 - k) Article 19.07 Shift Premium
- Discussion required regarding professional obligations and how that relates to responding to client and program needs.