

April 26, 2019

LAST OFFER

by

NORTH EAST EMS

The Employer, North East EMS proposes the following changes to the existing collective agreement to the Health Sciences Association of Saskatchewan. Any other proposals by either the Employer or Health Sciences Association which are not addressed by the following changes are either withdrawn or rejected.

Preamble - Replace "Kelsey Trail Health Region" with "Saskatchewan Health Authority" in the Preamble and wherever else it appears in the collective agreement.

HSAS Comments: The Union agrees to this.

Article 2 - The term of the collective agreement shall expire on March 31, 2023.

HSAS Comments: This has not been agreed to by the Union. We are open to this term contingent upon addressing our Members' needs in the proposed new agreement. If Members vote to accept this final offer, they will not be in a position to improve their working conditions until March 31st 2023.

Article 2 - Amend the notice period by replacing "30" with "60" and replacing "60" with "120".

HSAS Comments: This is really not a change as this is a requirement under the Saskatchewan Employment Act.

Article 4.01 - new paragraph: "The Employer agrees to voluntarily recognize the Union to represent those employees who work for the Employer in providing services at Cumberland House, Saskatchewan."

HSAS Comments: This is not a real concession on the Employer's part as Labour Law is quite clear that the current Collective Agreement does apply to Members working in Cumberland House. HSAS is enforcing this assertion through its Grievance in this regard which has been set to proceed to Arbitration fall of this year. Unfortunately, if Members vote in favour of the Employer's final offer, this Grievance will be settled in the Employer's favour and Members will not receive compensation for violation of the current Collective Agreement and will not receive overtime that they may be owed.

Article 6—add "gender identity" to the list of prohibited grounds of discrimination after "receipt of public assistance".

HSAS Comments: Although HSAS agrees to include this addition, it is not really of any benefit to our Members as they already have this protection through Human Rights Legislation.

Article 10.01(b)(ii) - Amend to reflect 3 hours of standby equal to one hour of seniority.

HSAS Comments: The Union had proposed this change and is happy to see the Employer agree to this but this is a small concession considering the more pressing issues we have proposed to address through changes to the Collective Agreement.

Article 12.03-change the Heading by replacing "EMT-P, EMT-A, EMT" to "ACP, ICP, PCP".

HSAS Comments: The Union had taken no real issue with this change but we wanted to confirm that wage rates which are set out in the Provincial SAHO/HSAS Collective Agreement (which still refer to these classifications as EMT, EMTA and EMTP) would continue to be followed.

Article 12.03(c) (New—insert and re-number)— “Except for the daily overtime rules or where otherwise specified in the agreement, all weekly overtime will be calculated on the basis of hours worked, averaged over a four-week period {reflecting the schedule rotation which aligns with the pay periods}. For example, an employee who works 165 hours in the preceding four-week period will receive not less than five hours of overtime. The calculations will align with the two pay-periods covering the four-week period.”
...and...Amend 12.03(a) by deleting “or 40 hours in a week”

HSAS Comments: If the Employer’s offer is accepted Members will no longer be paid overtime when they work more than 40 hours in a week. Instead hours of work will be averaged over four weeks. The result of this would be that a Member can be required to work very long hours over one week without being paid overtime.

Article 12.03(d)—Amend notice for shift trades from "at least five (5) days before the posting of the next schedule" to "at least seven (7) days before the first day impacted by the requested trade".

HSAS Comments: The Union has an offer on the table addressing shift trades which would be much more beneficial to our Members.

Article 12.03(f)-Amend to read: "For the purposes of call-ins, the distance that an employee lives from the work location will be a valid consideration. For example, for calls that require a six-minute response time, the Employer will not be obligated to call a staff member who resides so far away from base so as to not allow her to be able to respond within the six minutes."

HSAS Comments: No real change from the current Collective Agreement. Just different wording.

Article 12.03(g) -Amend to read: "Scheduling of work for casual employees will be done on an equitable rotation basis, subject to each employee's consistent availability. Supervisors will be called whenever required by the Employer, regardless of their placement in the rotation."

HSAS Comments: This proposal is very problematic for our Members. If accepted it gives the Employer the ability to replace a HSAS Member at any time and for any reason with a Manager. As well "consistent availability" is open to interpretation and gives the Employer vast discretion when calling in staff.

Article 12.07(a) - Increase the evening/night premium from \$2.10 to \$2.75 (already in place).

Article 12.07(b) -Increase the weekend premium from \$1.80 to \$2.25 (already in place).

Article 12.11(c) (Standby} - change \$2.19 to \$3.15 for full time employees

HSAS Comments: Weekend and Evening premiums have been increased as the current Collective Agreement dictates that when premiums are increased in the Provincial SAHO/HSAS Collective Agreement, these increases are applied to HSAS Members working in NEEMS. So, this is not really any concession on the part of the Employer as Members already have this.

Article 12.14 (New) - "An employee designated by the Employer as a Supervisor shall receive fifty (50) dollars per 24-hour period when listed as the supervisor on the schedule. This premium shall recognize the additional duties for a supervisor, such as receiving phone calls from dispatch about crew deployment for transfers and occasional phone calls from employees about scheduling and operational issues."

HSAS Comments: This is no change from the current practice.

Article 16.07 –Amend by replacing "21 days" with "28 days", and also make the following changes:

- Amend paragraph (a) by increasing the maximum amount of a maternity/paternity/adoption leave of absence from 12 months to 18 months.
- Amend paragraph (c) by changing 12 months to 18 months.
- Add a new paragraph (e) as follows, to clarify the language of the existing Article 10.020): "For full time employees, seniority will continue to accrue while on leave as if they were working. For part time employees, seniority will accrue on the basis of the average weekly hours of seniority earned in the previous 52 weeks, or earned from the commencement of employment if the employee has not worked for 52 weeks."

HSAS Comments: This change is just to keep up with the changes the Federal Government has put in place.

Article 16.06 (Education leaves) -Add a new sentence to paragraph (b): "Periodically, the Employer may offer optional educational, informational or therapy programs or classes. Attendance will be optional and without pay."

HSAS Comments: The Employer's offer is of no real benefit to our Members as the change provides that the "Employer may offer" educational programs. This does not require the Employer to provide training. As well, if the Employer does offer training Members will not be paid for their time while attending. Training/Professional Development is a benefit to the Employer as it has an obligation to provide the best most up to date treatment for patients. The better approach would for the Employer to be obligated to provide training and that our Members be paid to attend.

Article 16.06 (Education leave) - Amend paragraph (c) by increasing "three (3) hours" to "eight (8) hours".

Article 16.06 (Education Leaves) - Add a new sentence to paragraph (c): "No pay shall be provided for CME credits."

HSAS Comments: The Employer has agreed to the HSAS proposal to pay Members up to 8 hours a day to attend education as required by the Collage of Paramedic but no payment will be provided by the Employer for CME credits.

Article 16.06 (Education Leaves) - Add a new paragraph (f): "The payment for any courses, as permitted above, will in no circumstance directly result in the payment of overtime to an employee. Paid education hours will not accrue seniority or be considered as time worked. A precondition to the consideration of a request for payment of wages for education purposes is that the employee must be regularly scheduled and work an average of 20 hours per week, as calculated over the preceding six (6) month period."

HSAS Comments: When the Employer does authorize Education Leave, which would be totally up to the Employer to approve or not, this time would not be considered "work time" and would not be eligible for overtime or for the accrual of seniority.

Article 18.03 -Add to existing provision: "Commencing with the 2020 licence fee levied by the Saskatchewan College of Paramedics, the maximum reimbursement from all sources will be 100% of the licence fee."

Article 18.03 - Add the following sentences: "Employees must be regularly scheduled and work an average of 20 hours per week in order to be eligible for full (100%) reimbursement commencing in 2020. Those employees who are not regularly scheduled and work an average of at least 20 hours per week will only be eligible for reimbursement up to 55% of the licence fees. Where an Employee works for another Employer, before any request for reimbursement will be considered, the Employee shall first submit a request for reimbursement to her other employer and provide both proof of the request for reimbursement and proof of any reimbursement received."

HSAS Comments: The Employer partially agreed to the Union's proposal on this issue. While the Employer agrees to pay full licensing fees as most Employer do, by this language they can require Members to look to

any other Employer for which they are employed, for reimbursement before NEEMS would be obligated to pay. As well the Employer's offer restricts payment to only those Members who are "regularly scheduled and are working at least twenty hours per week" to be eligible to receive full payment. Those Members who are not regularly scheduled but still work 20 hours a week will only receive 55% of the cost of their professional fees. Members who work less than 20 hours per week will be out of luck and will receive nothing. Members who work for the Health Authority all have their professional fees paid in full with no restriction. The Union continues to maintain that all Members working for NEEMS should be reimbursed their full Licensing fees. This is a benefit that is enjoyed by all HSAS EMS Members working under the Provincial SAHO/HSAS agreement who work for the SHA.

Article 21.02 - Increase the meal allowances from "\$12" to "a maximum of \$15, upon submission of the meal receipt. If no receipt is provided, the maximum amount paid will be \$12."

HSAS Comments: The Employer offer would require a Member to provide a receipt for meals if they want to claim up to \$15.00 rather than 12.00 as provided for in the current Collective Agreement. The Union had been asking for an increase to reflect cost of living increases but had not agreed for the need to provide a receipt.

Article 21.03(b) - Increase the mileage rate in from \$0.37 to \$0.42.

HSAS Comments: When the Employer requires a Member to use their personal vehicle to attend training the mileage rate will be increased from .37 per km to .42 per km. The Provincial SAHO/HSAS Collective Agreement provides that our Members working for the Health Authority are paid .54 cents per Km for all travel Members incur while working whether it is for training or any other reason.

Article 21.03(c) - Increase the flat rate for Carrot River from \$18 to \$22.

HSAS Comments: This rate has not been increased for many years and does not reflect the increased cost of living.

Replace and/or update the existing terms and conditions for Cumberland House as follows, with a formal Letter of Understanding (which is attached to this memorandum of agreement), which shall resolve the outstanding grievance concerning Cumberland House:

- "ACP employees scheduled to work in Cumberland House shall be scheduled for 12 hours of straight time float."

HSAS Comments: This eliminates the payment of overtime after 8 hours found in the current Collective Agreement.

- "PCP employees scheduled to work in Cumberland House shall be scheduled for 8 hours float."
- "Any call-outs in the ambulance will receive 3 hours of call-out pay. If there are two or more call-outs within a three hour period, only one three-hour call-out will be paid."

HSAS Comments: The effect of this will eliminate the payment of overtime even in situations where Members have worked more than 8 or 12 hours.

- "Any call-outs into the clinic shall receive one (1) hour minimum or the time actually spent in the clinic, whichever is greater."

HSAS Comments: The current Collective Agreement guarantees three hours of pay for any call in for work this is covered in Article 12.09. The Employer's offer reduces the pay to one hour.

- "An employee who is working in Cumberland House at the time, and who has been designated by the Employer to receive work-related phone calls after the end of her shift, shall be paid for fifteen (15) minutes for each such phone call received, provided that the phone call was forwarded through dispatch from a 911 call. If the call turns into a call-out, then the employee will be entitled to call-out pay rather than the 15-minute phone call pay."

HSAS Comments: The Union maintains a proposal where HSAS Member who are designated to receive calls be paid one half hour of pay for each call, no matter where there are working. This would not be restricted to calls forwarded by Dispatch from 911. A half hour is a reasonable compromise. It has been reported to us that many calls exceed a half hour while some are less. This is a benefit enjoyed by all HSAS Members working under the Provincial SAHO/HSAS Collective Agreement.

- "An employee who is scheduled to work in Cumberland House shall be paid for two (2) hours straight time for travel to and from Cumberland House, which shall be included in their float hours. If the actual travel time is more than two hours for whatever reason, the travel time will not be adjusted. There will be no separate reimbursement of any travel expenses should an employee choose to take a separate vehicle to travel in."
- "Employees scheduled to work at Cumberland House will be entitled to receive one (1) hour of pay each day for checks and other required base duties, including on weekends, statutory holidays and when the clinic is closed. This hour is always to be included in the float. During the week, the checks are to be done during the time when the clinic is open."

HSAS Comments: When our members are travelling for the Employer, the Union maintains that members should be paid for all of their hours including their travel time.

LETTER OF UNDERSTANDING

BETWEEN

HEALTH SCIENCES ASSOCIATION OF SASKATCHEWAN (HSAS)

AND

NORTH EAST EMS

SPECIAL PROVISIONS GOVERNING CUMBERLAND HOUSE

The parties hereby agree to the implementation of Special Provisions for employees assigned to provide medical care services in Cumberland House, which shall not apply to employees when they are working at other locations.

Employees of North East EMS shall be entitled to the following benefits and working conditions that will apply to their time spent working at Cumberland House:

1) Travel to and from Cumberland House

Employees, whether driving or a passenger, will be paid a flat travel rate of two (2) hours to/from Cumberland House at the start and end of their assigned time spent in Cumberland House, when travel is in a company vehicle. This paid time shall be counted as part of their float hours and shall not be included for the purpose of calculating overtime pay.

2) Shift Assignment and Special Pay Arrangements for Employees:

The provisions set out in Article 12 - Hours of Work and Overtime are amended as set out below.

ACP employees will work a floating 12 hour regular day and 12 hours standby. Overtime will be paid after a total of 12 hours worked in any given 24-hour scheduled day. Article 12.03(a) will not apply to these shifts.

PCP employees will be paid a floating 8-hour shift, and 16 hours standby. Overtime will be paid after a total of 8 hours worked in any given 24-hour scheduled day. Article 12.03(c) will apply to these shifts.

Total scheduled time will average more than a 40 hour week, since the scheduled days off are increased as well. This will not trigger accumulated weekly overtime during their work schedule in Cumberland House. Overtime will only be paid on a daily basis during the work week for all employees working at Cumberland House (over 12 hours for full time ACP and over 8 hours for PCP). Article 12.03(a) will not apply, but the four-week two-pay-period averaging language in Article 12.03(c) will apply.

The shift rotation for full time ACP employees who work in these positions will be a floating 12 hour regular day and 12 hours standby in Cumberland House and an 8 hour regular day, and 16 hours standby in Nipawin. This schedule will follow the annual work hours in Article 12 - Hours of Work and Overtime except as modified herein. Staff will commence their 12-hour regular shift and 12 hours standby in Cumberland House and their 8-hour regular shift and 16 hours standby in Nipawin at the time determined by management. The scheduled shifts and shift rotation may be adjusted with 2 weeks' notice to the affected employees.

Standby rates for Employees will be paid in accordance with Article 12 - Hours of Work and Overtime, except as modified herein. For shifts worked in Cumberland House, Article 12.09 (Minimum Report Time), Article 12.13 (Cancelled Calls) and Article 21 (Allowances, Differentials and Other Expenses) will not apply.

The work schedule and assigned responsibilities for full time ACP employees in Cumberland House shall reflect the Saskatchewan Health Authority work standard for the Cumberland House Health Centre, as amended from time to time.

Any call-outs in the ambulance will receive three (3) hours of call-out pay. If there are two or more call-outs within a three-hour period, only one three-hour call-out will be paid. These are considered as float hours.

Any call-outs into the clinic shall receive pay for one (1) hour or the time actually spent in the clinic, whichever is greater. These are considered as float hours. The general call-out provisions in the re-numbered Article 12.03(d) *[formerly subclause (c)J* do not apply.

An employee who is working in Cumberland House at the time, and who has been designated by the Employer to receive work-related phone calls after the end of her shift, shall be paid fifteen (15) minutes for each such phone call received, provided that the phone call was forwarded through dispatch from a 911 call. If the call turns into a call-out, then the employee will be entitled to call-out pay rather than the 15-minute phone call pay.

- 3) The Employer will provide the appropriate letter to the employees who work at Cumberland House to assist those employees who wish to apply for the northern work tax credit.
- 4) All other articles of the NEEMS/HSAS Collective agreement shall apply except as provided for herein.
- 5) In the event that the Parties mutually agree to end the practices outlined above either as a result of negotiation or arbitration, employees will have their schedule adjusted to the new schedule determined solely by the Employer in an orderly process implemented within a reasonable period of time.

- 6) North East EMS agrees to voluntarily recognize HSAS as the representative for any employee of North East EMS who only works at Cumberland House and at no other location.

Signed this ___ day of May, 2019.

On behalf of Health Sciences
Association of Saskatchewan

North East EMS