

The following are the Union's proposals for a Collective Agreement between the Yukon Hospital Corporation and the PSAC representing Yukon Employee Union members of Local Y025.

The Union reserves the right to add to, amend, modify and withdraw its proposals at any time during collective bargaining. Errors and omissions are excepted.

~~Strikethroughs~~ denote deletions. Underlined text denotes editorial changes. **RESERVE** means that the Union reserves the right to make proposals at a later date.

The Union requests that the Employer disclose any plans for changes at the workplace that may affect this round of negotiations and reserves the right to make additional proposals after receiving this information.

The Union will not engage in concessionary bargaining.

## **ARTICLE 2 INTERPRETATION AND DEFINITIONS**

### **NEW**

**Shifts" – are a scheduled period of work and shall be identified as follows:**

- (a) "night" - that shift, the majority of which falls within the first third of the 24:00 hour clock;**
- (b) "day" - that shift, the majority of which falls within the second third of the 24:00 hour clock; and**
- (c) "evening" - that shift, the majority of which falls within the last third of the 24:00 hour clock.**

## **ARTICLE 3 APPLICATION**

**Where the Collective Agreement and a Yukon Hospital Policy are in conflict, the Collective Agreement shall prevail.**

## **ARTICLE 11 TIME OFF FOR UNION BUSINESS**

### **NEW**

#### **Leave for Local Union President**

**Provided the President of the Union is a member of the Bargaining Unit, the Employer agrees to provide the equivalent of one-half of a full-time position as leave with pay (salary and benefits only) from the date of ratification of this agreement. The intent of this undertaking is**



to improve communication with management and representation on joint-management initiatives such as, but not limited to Joint Consultation.

#### ARTICLE 14 DESIGNATED PAID HOLIDAYS

14.01 Add National Day for Truth and Reconciliation

14.07 RESERVE

14.08 RESERVE

#### ARTICLE 15 SPECIAL LEAVE

15.01

**Add**

Each employee is expected to use their special leave responsibly and with a view toward promoting the best accommodation of work requirements with personal requirements. Special leave may be used for reasons beyond those listed below. Employees are expected to manage their use of special leave by anticipating and planning for their own needs.

15.02 (a) **Bereavement Leave:**

- (i) The Employer shall grant an employee special leave with pay **upon bereavement.** ~~for a period of up to thirty seven and one half (37 ½) hours (five (5) working days), where there is a death in the immediate family, for the purposes set out in Clause (a)(ii) below.~~
- (ii) ~~The thirty seven and one half (37 ½) hours (five (5) working days) special leave granted under Clause 15.02 (a)(i) above may be taken by the employee at one of the following times:~~
  - (A) Immediately following the date of death; or
  - (B) Within a period of thirteen (13) months from the date of death for the purpose of attending a religious or traditional ceremony or event related to the death.
- (iii) ~~In regard to Clause (a) (ii) (B) above, the employee shall be entitled to utilize the total of the thirty seven and one half (37 ½) hours (five (5) working days) special leave over two (2) separate periods within the thirteen (13) month period. However, the additional special leave for travel purposes which may be granted pursuant to Clause (iv) below may only be taken in conjunction with one of the two separate periods.~~
- (iv) In addition, an employee may be granted ~~up to thirty (30) hours (four (4) working days)~~ special leave to travel in relationship to special leave granted in (i).



(v) Immediate family for the purpose of bereavement leave is defined as mother, father, (or alternately step-father, step-mother or foster parent), sister, brother, spouse, son, daughter, step-child or ward of the employee, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, grandparent, grandchild and any relative permanently residing in the employee's household or with whom the employee permanently resides, or any person permanently residing with the employee who stands in the place of a relative whether or not there is any degree of blood relationship between them. Move to definitions Article,

(vi) ~~A maximum of seven and one half (7.5) hours of pay per day of paid absence will be provided.~~

(b) **Illness:**

(i) Where an employee is required to care for their sick dependents or a sick person permanently residing in their place of residence, or the employee's sick mother or father, the Employer shall grant special leave ~~with pay up to a maximum of thirty seven and one half (37 ½) consecutive working hours (five (5) days).~~ Special leave shall be granted ~~within the context of the sub-clause for an employee who is required to care for his spouse.~~

(ii) Pursuant to (b) (i) above, the Employer may, when they have reasonable cause to believe there is an abuse, request a report from a qualified medical practitioner, to validate the illness of the applicable person referred to in Clause (b) (i) above provided the request is made prior to the employee's return to work. **The Employer will pay for any costs associated with such a request.**

(iii) Where a qualified physician, specialist or nurse practitioner certifies that an employee's child up to and including the age of fourteen (14), or a child that is wholly dependent on the employee for support by reason of mental or physical infirmity cannot attend day-care or school in order to avoid the potential of being exposed to an infectious disease, the Employer shall grant special leave with pay ~~up to a maximum of thirty seven and one half (37 ½) consecutive hours (five (5) consecutive working days)~~ to allow the employee to make alternate arrangements for the care of their child.

(iv) Where an employee's dependents require assistance to travel to Whitehorse or a facility outside the Yukon to seek emergency medical or dental treatment, and if it is not possible for the employee's dependents to seek treatment or an appointment in the employee's headquarters area, the employee may be granted special leave ~~up to a maximum of fifteen (15) hours (two (2) days)~~ for travel purposes.

- (v) Where medical or dental treatment cannot be scheduled on consecutive days under Clauses 15.02 (b)(iv) or 15.02 (d)(ii), the employee may utilize special leave to cover intervening work days. The Employer may request medical certification. **The Employer will pay for any costs associated with such a request.**
- (vi) The Employer shall grant an employee special leave with pay for a period of up to thirty seven and one half (37 ½) consecutive hours (five (5) consecutive working days) where the death of a member of the employee's immediate family , as defined in **Article 2, Definitions Clause 15.02(a)(v)**, is imminent. The Employer may request a physician's statement to verify a very serious illness in the employee's immediate family. **The Employer will pay for any costs associated with such a request.**
- (vii) ~~At the discretion of the Employer, where death appears imminent, an employee may be granted paid leave beyond the maximum specified in (vi) above, provided the employee has unused special leave credits sufficient for the leave granted. Subject to operational requirements, such requests will not be unreasonably withheld.~~

(c) **Marriage Leave**

After the completion of one year's continuous employment with the Employer, an employee who gives the Employer at least five (5) days notice, shall be granted leave with pay up to thirty seven and one half (37 ½) consecutive working hours (5 consecutive working days) on the occasion of the marriage of the employee. Such leave must be applied for within three (3) months of the date of the marriage.

(d) **Other Leave**

**Special leave with pay shall be granted:**

- (i) For medical, dental, optometrist and chiropractic, and physiotherapy appointments for the employee or a dependent who is incapable of attending such appointment unaccompanied, and which cannot be arranged outside the employee's working hours, ~~for periods of up to a maximum of three and three quarter (3 ¾) hours (1/2 day).~~
- (ii) Where an employee is required to travel outside of their headquarters area for a medical, dental, optometrist, chiropractic or physiotherapy appointment, when it is not possible for the employee to seek treatment or an appointment in their headquarters area or when the employee is referred to a medical facility outside of their headquarters



area, the employee may be granted special leave ~~up to a maximum of thirty seven and one half (37 ½) working hours (five (5) working days).~~

- (iii) An employee on the occasion of the birth of their child ~~up to a maximum of seven and one half (7 ½) hours (one (1) day). The seven and one half (7 ½) hours (one (1) day) may be taken within thirty (30) days of the birth of the child.~~
  - (iv) To non-apprentice employees writing Journey person Certificate Examinations related to the classification of their position, ~~for periods up to a maximum of fifteen (15) hours (two (2) days) every two (2) years.~~
  - (v) To an employee at anytime, at the employee's option, ~~up to twenty two and one half (22 ½) consecutive working hours (three (3) consecutive working days) to be taken within thirty (30) days of the adoption.~~
  - (vi) The employee shall provide necessary proof of the need for or the utilization of leave in Clauses 15.02 (d) (i), (ii), (iii) (iv), or (v) above, at the request of the Employer. **The Employer will pay for any costs associated with such a request.**
  - (vii) The Employer shall grant an employee special leave with pay, up to the maximum of the employee's unused special leave credits, when the employee is the subject of domestic violence.  
  
**For the purpose of preventative health and wellness necessary to the psychological health and well-being of the employee.**
  - (viii) ~~Provided a request is made in writing at least seven (7) calendar days before the leave,~~ an employee will be eligible ~~for up to three (3)~~ unspecified special leave days in a calendar year. Approval of unspecified special leave requests shall not be unreasonably withheld.
- (e) At the discretion of the Employer, special leave with pay may be granted when circumstances not directly attributable to the employee prevent their reporting for duty.

## **ARTICLE 18 OTHER LEAVE WITH OR WITHOUT PAY**

### **18.01 Leave Without Pay for Personal Needs**

Leave without pay will be granted for personal needs in the following manner:

- (a) Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;



- (b) Subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- (c) An employee who takes leave without pay for personal needs under either of (a) and (b) above is not eligible again for the same category of leave until they have completed another ~~ten (10)~~ **two (2)** years of continuous service following the date of their return from the prior personal needs leave. Leave without pay granted under this Clause may not be used in combination with maternity, parental or adoption leave without the consent of the Employer;

#### **18.04 Compassionate Care Leave Without Pay**

The Employer agrees to provide compassionate care up to **twenty-eight (28)** weeks to employees who qualify and meet the requirements set out in the Yukon Employment Standards Act as amended from time to time.

#### **ARTICLE 21 HOURS OF WORK**

##### **Notice of Estoppel:**

**This is to serve notice that the Union will henceforth be relying on the strict interpretation of the language contained in Article 21.05 (a).**

21.05 The following general provisions apply only to shifts:

- (a) The Employer agrees, where certain changes in work schedules are required and those changes would affect a majority of the employees governed by that schedule, to provide written notice to the President of the Local Y025 and the President of the Yukon Employees Union sixty (60) calendar days in advance of implementing any such changes. During this sixty (60) calendar day notice period, the Local Presidents and the President of the YEU may make representations to the Employer concerning the changes which the Employer proposes to implement.

The changes to which this provision applies are:

- (i) Changes in a posted schedule before its expiry date; or
- (ii) Changes in the pattern of working hours usually scheduled for the particular group of employees, as contemplated by Clause 21.04 (a).
- (b) Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange days or hours of work if there is no increase in cost to the Employer.



### **Order of Priority**

- (c) When the Employer determines there is a need to assign additional work to cover empty shifts, the following order will apply:**
  - (i) Bargaining unit employees who normally perform the work as their first responsible job code at the straight time rate.**
  - (ii) Bargaining unit employees who normally perform the work as their secondary responsible job code at the straight time rate.**
  - (iii) Bargaining unit employees who normally perform the work as their first responsible job code at the applicable overtime rate pursuant to Article 22.02 (c).**
  - (iv) Bargaining unit employees who normally perform the work as their second responsible job code at the applicable overtime rate pursuant to Article 22.02 (c).**
  - (v) Other non-bargaining unit unionized employees who are qualified to perform the duties required to fill the vacant shift.**
  - (vi) When none of the above options is possible, qualified contract workers.**

**For the purpose of applying 25.02 (c) I, ii, iii and iv above, the Employer will canvass employee availability in the following order: casual employees, part-time employees, and full-time employees.**

### **Penalty**

**In the application of clause 25.02 c (ii) above, if an employee alleges that the employee has been bypassed in administering the clause above, and such allegation is substantiated, the employee shall be paid an amount equal to the amount they would have earned had the employee worked the missed opportunity.**

### **ARTICLE 22 OVERTIME**

- 22.02 (a) Subject to the operational requirements of the service, the Employer shall make every reasonable effort:**
  - (i) To allocate overtime work on an equitable basis among readily available, qualified employees; and**
  - (ii) To give employees who are required to work overtime reasonable advance notice of this requirement;**



but notwithstanding (i) and (ii) above, when there is an emergency, an employee may be required to work overtime on shorter notice than provided in Clause 22.02 (a) above.

- (b) An employee may refuse to work overtime for just cause and may be required to state the refusal and the cause in writing.
- (c) (i) Overtime will, in the usual course, be performed by the employees who are first responsible **job code** for the routine performance of the particular work tasks. Where practicable, and subject to operational requirements, the opportunity to work overtime will be offered equitably to other employees who are qualified to perform the work tasks to acceptable standards.

#### **Order of Priority**

- (ii) **Equitable opportunity for overtime shall mean that once an appropriate list is established, overtime assignments will be first offered to bargaining unit employees on the list who have had the fewest number of overtime opportunities until the Employer is able to fulfill their requirements. This will be done regardless of employee status (casual, part-time, or full time).**

**When there is more than one employee who had a fewer number of overtime opportunities (as mentioned above), overtime assignments will be offered to such employees in the descending order of the established list.**

#### **Penalty**

**If an employee alleges that the employee has been bypassed in administering the clause above, and such allegation is substantiated, the employee shall be paid an amount equal to the amount they would have earned had the employee worked overtime on the missed opportunity.**

Renumber remaining clauses

- (e) Where possible, the Employer will provide an employee with reasonable advance notice of the need for overtime work.
- (f) The Employer may prescribe and provide a form and procedures for the authorization and recording of overtime work.





## **22.05 RESERVE**

### **ARTICLE 23 PAY ADMINISTRATION**

#### **23.15 Recovery of overpayments**

- (a) Any overpayment incurred will be recovered in the following manner:
  - (i) If the overpayment is in excess of fifty dollars (\$50.00), the Employer will, at least one month before recovery action is implemented, advise the employee the details in writing of an overpayment and the Employer's intention to recover the overpayment.
  - (ii) Recovery will not exceed ten percent (10%) of the employee's gross pay each pay period until the entire amount is recovered. It is understood the employee may agree to a higher amount. If the employee advises Human Resources that the stated recovery action will create a hardship, a lesser amount may be mutually agreed to. The Employer's agreement will not be unreasonably withheld. Notwithstanding the foregoing, in the event employment ceases, any outstanding amounts will be recovered from the final pay.
  - (iii) **Pay audits initiated by the Employer that may require a recovery of overpayments cannot exceed one (1) year of retroactivity.**

### **ARTICLE 18 VACATION LEAVE**

#### **18.06 RESERVE**

#### **18.07 RESERVE**

#### **22.09 Meal Allowance**

#### **RESERVE**

### **ARTICLE 23 PAY ADMINISTRATION**

#### **Employee Performance Review**

#### **23.09**

#### **NEW**

**A letter of expectation is intended to provide guidance and is remedial rather than punitive in nature. No letter of expectation will be issued without holding a meeting to discuss the matter(s) in person.**

**An employee has the right to request that a Union Representative be present during any meeting or discussion with the Employer with regards to a letter of expectation.**



When it appears the nature of the meeting has changed to a disciplinary meeting that meeting will be terminated immediately, and Article 26 Discipline will be applied.

A letter of expectation which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed from the date of the issue of the letter.

**ARTICLE 27 PROCESSING OF GRIEVANCES  
RESERVE**

**ARTICLE 32 JOB SECURITY  
RESERVE**

**ARTICLE 38 SHIFT PREMIUMS  
RESERVE**

**ARTICLE 39 EMPLOYEE BENEFITS  
RESERVE**

**ARTICLE 40 PENSIONS  
RESERVE**

**ARTICLE 41 YUKON BONUS  
RESERVE**

**Article 46 CASUAL EMPLOYEES**

**Place a new sub header – Casual Shifts just before 46.13**

**46.14 RESERVE**

**ARTICLE 49 CLOTHING**

**49.03 RESERVE**

**ARTICLE 52 EDUCATION ALLOWANCE**

**RESERVE**

**ARTICLE 54 COMMUNITY BENEFITS AND ALLOWANCES**

**RESERVE**

**ARTICLE 55 PRECEPTOR PREMIUM  
RESERVE**



## ARTICLE 57 DURATION

### RESERVE

### NEW

#### Traditional Leave

An employee who is an Aboriginal person (meaning Indian, Inuit or Metis) and who has been continuously employed for three (3) consecutive months will be entitled to a leave without pay of up to five (5) working shifts/days in every calendar year in order to engage in traditional practices such as hunting, fishing and harvesting and other activities to maintain their culture through traditional practices.

The Employee, at their discretion, may request to use accumulated compensatory or special leave of up to five (5) days/shifts for this leave.

### NEW RECOGNITION PREAMBLE

For placement in the preface of the Collective Agreement

The Yukon Hospital and the Public Service Alliance of Canada respectfully acknowledge that this collective agreement has been negotiated on the lands that have been inhabited by First Nations people since time immemorial.

The Parties to this collective agreement recognize the ongoing consequences of settler colonialism, and the responsibilities they have to correct injustices imposed on Indigenous peoples, cultures and lands.

The parties are committed to seek opportunities to partner and support Indigenous communities and peoples.

### NEW

#### Family Violence Leave

- (a) The Employer recognizes that employees or their dependent child may face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- (b) Employees experiencing domestic violence or employees with a child experiencing domestic violence shall be granted leave for up to fifteen (15) weeks of unpaid leave to attend appointments with professionals, legal proceedings and to engage in any other necessary activities to support their health, safety and security in accordance with the *Yukon Employment Standards Act* as amended from time to time.
- (c) After three (3) months of continuous employment, the first five (5) days of such leave shall be paid by the Employer. For the balance of the leave period, employees on such leave may first use accumulated special leave in accordance



with 15.02 d (ii) or accumulated compensatory leave.

- (d) This leave may be taken as consecutive or single days or as a fraction of a day based on one-hour intervals, with request for approval being sought as soon as is reasonable within the first working day. This leave shall not be carried forward.

At the discretion of the Employer, when the employee is the subject of domestic violence, the employee may be granted or advanced paid leave beyond the maximum specified above, in accordance with Article 15 Special Leave. Such a request shall not be unreasonably refused.

**NEW**

#### **SOCIAL JUSTICE FUND**

The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the bargaining unit.

Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

**SCHEDULE A, B, C  
RESERVE**

**SCHEDULE D, E, F  
UPDATE AND RENEW**

**Letters of Understanding**

**LOU #1 STUDENTS, LOU #2 VOLUNTEERS - RENEW**

**LOU #3 – UNDERFILL POSITIONS - RESERVE**

**LOU#4 WORKLOAD – RESERVE**

**LOU#5 EAP RESERVE**

**LOU#6 UPDATE AND PLACE IN COLLECTIVE AGREEMENT**

Informational Letter – the Union requests an update on this letter regarding Indigenous employees.



## **ADDENDUM 1**

### **RENEW**

#### Discussion Items

1. The Union wishes to discuss status of 1 health implementation and reserves the right to table proposals after that discussion.
2. The Union wishes to discuss the implementation of Wellness Yukon and reserves the right to table proposals after that discussion.
3. The Union wishes to discuss the Employers use of other non-bargaining unit staff to do bargaining unit work and reserves the right to table proposals after that discussion.
4. The Union will be tabling a proposal to introduce a training premium.