

This document outlines the nonmonetary bargaining proposals of the Public Service Alliance of Canada (PSAC) representing members of Yukon Employees' Union (YEU) members of Local Y025 for this round of negotiations.

These proposals are being submitted without prejudice to any future proposed amendments and/or additions and are subject to any errors and/or omissions.

The Union reserves the right to add to, amend, modify, and withdraw its proposals at any time during Collective Bargaining, to introduce counterproposals to the Employer's demands, and to introduce new demands that might emerge from discussions at the bargaining table or from new information obtained during negotiations.

If neither party has a proposal on a specific clause or Article, that clause or Article shall be renewed.

~~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 4 MANAGEMENT RIGHTS

NEW - add

- 4.02 The parties, in administering this Agreement, shall act reasonably, fairly, in good faith, and in a manner consistent with the Collective Agreement as a whole.**

## ARTICLE 5 RECOGNITION AND SCOPE

- 5.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in the classifications included in the bargaining unit certified by the Canada Industrial Relations Board under File #555-3671 on February 21, 1995, amended under File #530-2455 on October 17, 1995, and amended under File #21379-C on September 5, 2000, and amended under File #29279-C on November 4, 2010, including employees in classifications subsequently included in the bargaining unit either by mutual consent of the parties or by an order of the Canada Industrial Relations Board.**
- 5.02 (a) Any changes which the parties agree are necessary in this Agreement may be made by mutual agreement at any time during this Agreement. Any such changes that are agreed to by the parties shall be recorded in writing, signed by the authorized representatives of the parties, and appended to this Agreement. For this purpose, the authorized official of the PSAC is Regional Executive Vice-President of PSAC or delegated to the YEU president or a designated staff representative employed by the Alliance.**
- (b) All letters of understanding and other joint documents related to the interpretation or application of this Agreement must be signed by the authorized representative(s) of the parties noted in 5.02 (a) above.**
- (c) In the event that any law passed by Parliament or by the Yukon Legislative Assembly applying to employees covered by this Agreement, renders null and void any provision(s) of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs, the Parties agree at the request of either side, to discuss the impact of such an annulment and what changes if any can be made to the Agreement.**

## ARTICLE 7 USE OF EMPLOYER FACILITIES

### NEW

In order to facilitate the orderly and confidential investigation of complaints or grievances, the Employer shall provide PSAC representatives temporary access to office space or similar facilities, operational requirements permitting. The PSAC will obtain prior approval for use of these facilities.

## ARTICLE 15 SPECIAL LEAVE

### 15.02 (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 1/2) consecutive working hours. Special leave shall be granted within the context of the sub-clause for an employee who is required to care for his **their** spouse.
- (ii) Pursuant to (b)(i) above, the Employer may, when they have reasonable cause to believe there is an abuse, **may** 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 bear the cost of any medical certificate requested.**

## ARTICLE 16 SICK LEAVE

### 16.02 Granting of Sick Leave

- (a) Subject to the provisions of this Article, an employee who is unable to perform their duties because of illness, injury, or quarantine may be granted sick leave with pay up to the maximum of accumulated, unused sick leave credits, and with the approval of the Employer, an advance of sick leave up to one hundred and twelve and one-half (112 ½) hours (fifteen (15) days).



- (b) Subject to Clause 15.05, in determining the eligibility of an employee for an advance of sick leave, the Employer shall take into account the length of service of the employee, the employment record of the employee, and the capacity of the Employer to secure reimbursement if the advance is not liquidated by future sick leave credits.
- (c) An advance of sick leave credits shall be repaid by deduction from future sick leave earnings, or where the employee's service is terminated before the advance is repaid, by a deduction from compensation otherwise owed to the employee.
- (d) **An employee shall be granted sick leave provided that they are suffering from an illness, injury or quarantine that prevents them from attending work, and they have the necessary sick leave credits, or an advance of sick leave credits has been approved by in accordance with their Manager or Supervisor.**
- (e) **The granting of sick leave is based primarily on self-identification by employees. In reasonable circumstances, the Employer may request that a medical certificate be provided to support a claim for sick leave. Reasonable circumstances include:**
  - i. **the length of the sick leave exceeds ten (10) consecutive working days;**
  - ii. **the Employer has reasonable grounds to suspect than an employee may have made an improper claim for sick leave benefits (e.g. as a result of pattern absences or evidence that the employee was engaged in activities incompatible with illness or injury).**
- (f) **A request for medical evidence will normally be satisfied by presentation of a medical certificate indicating that, in the judgement of the employee's attending Qualified Medical Practitioner, the employee was or is incapable of performing their duties. The Employer will bear the cost of any medical certificate requested.**
- ~~(g) — An employee shall be granted sick leave provided that:~~
  - ~~(i) — They have satisfied the Employer as to their entitlement in the manner prescribed in clause 16.02 (e); and~~

- (ii) ~~Where the leave is paid leave, they have the necessary sick leave credits, or an advance of sick leave credits has been approved by the Employer.~~
- (e) ~~Pursuant to (d) above, the Employer may require an employee to provide evidence as to the nature of their illness or injury, or that they are or have been in quarantine by presentation of a medical certificate indicating that, in the judgment of the attending physician, the employee was or is incapable of performing their duties.~~
- (g) An employee will ordinarily be deemed to have satisfied the requirements of 16.01 (f) **above** if they provide a medical certificate. However, in circumstances where the Employer is not satisfied that the employee is, or was incapable of performing their duties, the Employer may, at the Employer's expense, require the employee to attend a physician of the Employer's choice for a medical examination. The Employer will provide the employee with the names of two (2) physicians to select from for this purpose. The Employer shall be bound by the advice of this physician as to the ability or inability of the employee to perform their duties.
- (h) The Employer may require an employee to provide a medical certificate from a qualified practitioner of the employee's choice certifying that the employee is able to resume their duties when the reason for absence was due to an illness, injury, or contagious disease. The Employer will only request such a certificate where the Employer has *bona fide* reason to believe that the employee may not be fit to perform their duties.

Add:

## **NEW**

### **Returning from sick leave or work-related disability leave**

**16.03 An employee who returns from a leave of absence for sickness or work-related disability shall:**

- (a) **Be placed in any vacant position provided that the returning employee is medically fit and can become competent to perform the work of the position within a one-month orientation period; there being none**
- (b) **Displace the most junior employee in a work unit occupying a regular position in an equal or lower rated classification provided that the returning employee is medically fit and can become competent to perform the work of the position within a one month orientation period; there being none or failing to demonstrate competence**



**(c) Accept lay-off with or without right of recall.**

**16.04 An employee who is displaced in the application of 16.03 will, within fourteen (14) calendar days of being displaced, make one of the elections set out therein.**

#### **Returning from leave of absence for other reasons**

**16.05 An employee who returns from a leave of absence for reasons other than sickness or work-related disability shall:**

**(a) Be placed in any vacant position provided that the returning employee is medically fit and can become competent to perform the work of the position within a one-month orientation period; there being none or failing to demonstrate competence**

**(b) Accept lay-off with or without right of recall.**

....

Renumber remainder of the article

....

16.05 RESERVE (Original 16.05)

#### **18.02: 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 **for periods of up to one year;**

(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;~~

**Periods of leave granted of three (3) months or more shall not be included in the calculation of continuous employment for the purpose of calculating vacation leave or severance pay.**

(b) ~~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) 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;

- (d) ~~Leave without pay granted under (a) of this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall not be counted for pay increment purposes;~~
- (e) ~~Leave without pay granted under (b) of this Clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.~~
- (f) An employee shall provide the Employer with four (4) weeks advance written confirmation of their intention to return from Leave without Pay for Personal Needs **for leave periods exceeding three (3) months**. Failure to provide the confirmation as required above may result in a delayed return to work date.

#### 18.04 Injury on Duty Leave

**18.04 (a)** An employee shall be granted injury-on-duty leave with pay where it is determined by the Yukon Workers' Compensation Health & Safety Board **Workers Safety and Compensation Board** that they are unable to perform their duties because of:

- (i) Personal injury accidentally received in the performance of their duties and not caused by the employee's willful misconduct;
- (ii) Sickness resulting from the nature of their employment;
- (iii) Over exposure to radioactivity or other hazardous conditions in the course of their employment;
- (iv) **Post-traumatic stress or other compensable psychological disorder, as set out in the Adjudicating Psychological Disorders Policy;**
- (v) **An occupational disease, which includes a disease from causes and conditions peculiar to or characteristic of a particular trade or occupation or peculiar to the particular employment; but does not include an ordinary disease of life; or**
- (vi) **death as a result of an injury;**



## ARTICLE 21 HOURS OF WORK

Add:

- 21.06 (b) **Provided sufficient advance notice is given and with the approval of the Employer, full and part-time employees may exchange days or hours of work if there is no increase in cost to the Employer.**

## ARTICLE 23 PAY ADMINISTRATION

- 23.03 Employees who have earned overtime compensation or any other extra allowance in addition to their regular pay shall receive such remuneration ~~within four (4) weeks of the day such remuneration was earned,~~ **on the regular pay day for the pay period in which the overtime or extra payment was earned, unless otherwise mutually agreed between the employee and the Employer.**

NEW

**The Employer will reimburse work related employee expenses within thirty (30) calendar days of receiving an expense claim submission.**

### 25.01 STAND BY

NEW

**Stand by schedules shall be posted a minimum of twenty-one (21) calendar days in advance of the starting date of the schedule. If, for reasons beyond the control of the Employer, changes to the posted stand by schedule must be made after the stand by schedule has been posted, the employees concerned will be given as much notice as the circumstances permit.**

## ARTICLE 26 DISCIPLINE

ADD:

- 26.02 (a) **Prior to imposing discipline, the Employer will undertake an investigation which will include, but will not necessarily be limited to:**
- (i) Advance notice of the allegations against the employee;**
  - (ii) Disclosure of all relevant information or evidence supporting the allegations;**





**(iii) A reasonable opportunity for the employee to respond to the allegations and evidence or otherwise explain the circumstances under investigation;**

**(iv) Notification of the results of the investigation.**

(b) When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning them, advise them that they are being terminated for any reason, or discuss conduct for which the Employer is considering discipline or termination, the Employer shall advise the employee that they are entitled to have a representative of the Union attend the meeting.

(c) The Employer, whenever possible (one exception is where safety is at issue) will give the employee twenty-four (24) hours notice of such meeting.

**The Union wishes to discuss the Employer's current practice in instances where employees are discharged and reserves the right to table proposals after that discussion.**

## **ARTICLE 29 SAFETY AND HEALTH**

Replace the current Article with the following:

29.01 The Employer and the Union agree that work practices should be governed by the *Yukon Workers' Safety and Compensation Act and Regulations and Health and Safety Act*. The Employer will develop and issue safe work practices in consultation with the Joint Health and Safety Committee as required. The parties acknowledge that this Article shall be interpreted in a manner consistent with the Act and its Regulations, and in the event of a conflict between this Article and the Act or the Regulations, the latter shall govern.

29.02 A Joint Health and Safety Committee shall be formed using Employee and Union representative(s) to promote safe work practices to: promote safe work practices, to assist in creating a safe and healthy work place, to recommend actions which will improve the effectiveness of the health and safety program, and to promote compliance with the current legislation. The Joint Health and Safety Committee will operate in accordance with the *Yukon Workers Safety and Compensation Act and Regulations* and the *Occupational Health and Safety Act*. The Committee members will work together to ensure continuity of safety for all employees including through joint meetings.

## H & S Complaints:

If workers become aware of unsafe or unhealthy conditions at the workplace, they must raise the health or safety issue with the Employer, and, if it remains unresolved, the Employer must report it to the joint health and safety committee, and, if need be, they may also report it to a Safety Officer.

**When an act of violence against an employee occurs, the employee will be required to submit a report of the incident. The Employer will investigate the incident and issue a report which shall, where appropriate, identify contributing factors and recommend corrective action. A copy of the report will be provided to the employee involved and to the Joint Safety and Health Committee.**

29.03 The Employer and the Union agree to the appointment of a health and safety committee in compliance with the *Yukon Workers Safety and Compensation Act, Roles and Responsibilities for Joint Committees and Worker Representatives*.

29.04 The Health and Safety Committee has the authority to:

- (a) inspect the physical condition of the workplace or part thereof once each month for which the employee has been selected and make recommendations to the committee as appropriate.
- (b) observe and, where qualified to do so, assist in or conduct tests for noise, lighting, and designated substances or agents in the workplace or part thereof for which the employee has been selected.
- (c) make recommendations to the Employer that support and promote psychological health and safety in the Employer's workplaces.

29.05 The Employer and employees shall provide to the health and safety committee such information and assistance as the employee may need for the purpose of carrying out the inspection.

29.06 A health and safety committee shall identify situations that may be hazardous to workers and shall report such situations to the Employer and copy in the Health and Safety Committee.

29.07 Where a person is fatally or critically injured at a workplace from any cause, the health and safety committee member may accompany a (W.S.C.B.) Safety Officer during an investigation of the place where the accident occurred.



- 29.08 A Health and Safety committee member is entitled to take such time from work or for training as is necessary to carry out the duties specified in Clauses 29.02, 29.03, 29.04 and 29.05 and any time spent shall, for the purpose of calculating wages owing, be deemed to have been spent at work.
- 29.09 A Health and Safety committee member shall keep records of all matters dealt with and shall make such records available to the Employer and a Safety Officer on request.
- 29.10 An employee may refuse to work or do particular work where the employee has reason to believe that to do so would create an undue hazard to the health and safety of any person.
- 29.11 Whenever a person observes what appears to be an unsafe or harmful condition or act the person must report it as soon as possible to a Manager to the employer, with a copy to the Health and Safety Committee and the person receiving the report must investigate the reported unsafe condition or act and must ensure that any necessary corrective action is taken without delay.
- 29.12 If the investigation under Clause 29.09 does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the Manager, or the employer, with a copy to the Health and Safety Committee and the worker must immediately notify a (W.S.C.B.) Safety Officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.
- 29.13 Employees who are required to successfully complete CPR or BLS training courses shall be granted time off with pay for such training and recertification as necessary. The Employer shall pay for such course fees and tuition.
- 29.14 Where, by law or a requirement of the Employer, an employee is required to undergo a medical examination to continue to meet a condition of employment, and the cost of such an examination is not covered by a medical insurance policy, the cost of such a medical examination will be borne by the Employer.
- 29.15 Critical Incident (Adapted from Article 38 YG CA) Renumbered from 29.04

For the purposes of this article, a traumatic event occurs when an employee is exposed to actual or threatened death, serious injury, or violence in one (or more) of the following ways:



- (a) directly experiencing the event(s);
- (b) witnessing, in person, the event(s) as it occurred to others; or
- (c) experiencing repeated or extreme exposure to details of the traumatic event(s)

Examples of traumatic events include, but are not limited to:

- (a) witnessing a fatality or a horrific injury;
- (b) responding to or investigating a fatal or horrific injury;
- (c) being subjected to violence; and
- (d) being subjected to threats of violence when there is reason to believe the threat is serious and potentially harmful to self or others (for example, bomb threat or confrontation with a weapon).

Critical incident stress defusing shall be provided to all employees who have experienced a work-related, traumatic event. **Initial** critical incident stress debriefing **by a qualified mental health professional** and appropriate supports **and/or resources** shall be made available for all employees who require it **as soon as practicable after the incident or in any event no later than forty-eight (48) hours after the incident.** ~~Appropriate resources will be made available as soon as possible following the incident.~~ Accessing support **and/or resources** will be without loss of pay.

The Employer will make best efforts to ensure that employees who have experienced a work-related, traumatic event can, at their or their manager's discretion, be relieved of their duties for the remainder of their shift, without loss of pay.

The Employer will determine the level of training required for each employee through review of the worksite violence risk assessment for each area that the employee works in. When an employee works in their position(s) in multiple units or worksites, they will be provided with training and/or refresher training in violence prevention to the required level of their assigned role on any of those units or worksites. The Employer will provide the appropriate level of refresher training to all employees on an annual basis. Normally, this training will be completed while at work and all such training will be considered time worked.



The Employer will also regularly provide Joint Occupational Health and Safety Committees (JOHSC) with the worksite violence prevention training.

## **ARTICLE 33 SENIORITY**

### **33.04 Loss of Seniority**

An employee shall lose seniority when they:

- (a) Resign from their position;
- (b) Are dismissed for just cause;
- (c) Are laid off and not recalled to duty within twelve (12) months;
- (d) Fail to return to work within fifteen (15) working days following notification of recall from layoff, delivered by hand or sent by registered mail to the employee's last address of record;
- (e) Abandon their position.

Where such a determination is necessary, the relative seniority of two or more employees having the same seniority, as calculated in hours, will be determined by chance.

## **ARTICLE 34 LAY OFF AND RECALL – RESERVE**

## **ARTICLE 36 JOB POSTINGS AND TRANSFERS**

### **NEW**

- 36.03 (a)** Where operational requirements permit, and subject to paragraph 36.03(b), where a part time position becomes vacant or additional hours are made available, such hours will be offered to qualified part time employees in the work unit in the following manner:
- (i) The opportunity for additional hours or a vacant part-time position will be posted in the work unit for a period of fourteen (14) calendar days.
  - (ii) Qualified part time employees in the work unit may express interest in writing, for additional hours (including the number of additional hours requested) or the vacant part-time position.
  - (iii) Additional hours will be offered to the senior employee or employees who expressed interest. The seniority of employees shall be determined as at the closing date of the job posting



- (iv) Available hours will not be offered in a manner that would leave unclaimed hours less than those constituting a half time position.
- (iv) Any remaining hours, constituting a part time position, which are left unclaimed in the application of this paragraph may be posted and filled in accordance with Articles 36.01 (b), 36.03, 36.04, 36.06, 36.07 and 36.08 (a) (to be renumbered) of this article.
- (b) A qualified full time employee in the work unit may express interest in a vacant part time position referred to in paragraph 36.01 (b), which will be awarded to the senior qualified full time employee applying for the position provided that the full time employee has greater seniority than any qualified part time employee in the work unit who had expressed interest pursuant to Article 36.03 (a) (ii). In such circumstances, the resulting vacant full time position will be posted and filled in accordance with Articles 36.01 (b), 36.03, 36.04, 36.06, 36.07 and 36.08 (a) (to be renumbered) of this article.

Renumber remaining articles

#### ARTICLE 44 REGULAR PART TIME EMPLOYEES

##### 44.02 Overtime

- (a) A regular part-time employee is entitled to receive overtime compensation, in accordance with Article 22, when work has been authorized by the Employer in excess or outside of the regular full-time daily or weekly hours of work specified for the particular classification held by the regular part-time employee, and/or when work is authorized by the Employer in excess or outside of the same number of consecutive full-time working days specified for the particular classification held by the part-time employee. **For additional clarity this means in excess of thirty-seven and one half (37 ½) regular hours per week or in excess of seven and one half (7 ½) regular hours per day.**
- (b) It is understood that the part-time employee may refuse to work any additional time beyond their schedule, except in an emergency where the employee possesses special skills required for the emergency and no full-time employee is available. If there are two (2) or more employees refusing, the employee with the least seniority will be required to work the extra hours.



- (c) ~~Notwithstanding Clause (a) above, a regular part-time employee who is required to work in a classification where a full-time employee's regular daily and weekly hours of work would be averaged over a specified period of time shall be entitled to receive overtime compensation when they are authorized in advance by the Employer to work in excess of thirty-seven and one half (37 ½) regular hours per week or in excess of seven and one half (7 ½) regular hours per day.~~

## Article 46 Casual Employees

Add:

NEW

**Casual employees who are given less than four (four) calendar days advance notice ("the notice period") of a cancellation in their scheduled shift will be entitled to four hours' pay at the straight time rate for each accepted scheduled shift affected by the cancellation with the notice period.**

Recognition of previous experience

In the application of Article 52.02, experience shall include time worked with the Employer in a full time, part time or term position.

## Article 47 Restriction on outside Employment

47.01 ~~Unless otherwise specified by the Employer as being in an area that could represent a conflict of interest, Employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Employer~~ **provided that such other employment does not represent a conflict of interest with their position with the Employer.**

NEW

## SOCIAL JUSTICE FUND

**The Hospital 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.

NEW

### Right to Disconnect

Unless specified elsewhere in this Collective Agreement, an employee is under no obligation to engage in work-related communications including, but not limited to, answering calls or emails outside of normal working hours. The Employer may attempt to contact an employee for emergencies or administrative matters, however, there shall be no disciplinary action or reprisals against any employee due solely to their exercising their rights under this Article.

Letters of Understanding

LOA #1 to LOA #7 RESERVE

ADDENDUM NO. 1 Re Transfer of Employees from Watson Lake Hospital to YHC Renew

Discussion Items

1. The Union wishes to discuss the implementation of Shāw Kwä'ą and reserves the right to table proposals after that discussion.
2. The Union wishes to discuss the current classification system and reserves the right to table proposals after that discussion.
3. The Union will be proposing responsibility pay.
4. The Union wishes to discuss the pay administration and scheduling practices, and edit sheets, for part time employees who work averaged hours and may work overtime. The Union reserves the right to table proposals after that discussion.
5. Movement between bargaining units, attrition – the Union wishes to discuss and reserves the right to table proposals after that discussion.





