

Without Prejudice

The following are the Union's proposals to amend the Collective Agreement between the Government of the Yukon and the Public Service Alliance of Canada.

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

~~Strikethroughs~~ denote deletions. **Text in Bold indicates NEW** proposed language. **RESERVE** means that the Union reserves the right to make proposals at a later date. Underlined text denotes existing text has been moved. Errors and omissions are excepted.

The Union requests that the Employer disclose any plans for changes at the corporate or workplace level 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.

The parties agree that issues resolved at the Pre-Bargaining Table will be incorporated into the Memorandum of Settlement.



ARTICLE 11

TIME OFF FOR REPRESENTATIVES AND ALLIANCE BUSINESS

11.11 Leave of Absence for Elected Union President and Vice-President

The Union wishes to discuss this article and reserves the right to table proposals after that discussion.

Article 15

HOURS OF WORK

15.06 Shift Work

- (1) The Employer will make every reasonable effort:
 - (a) Not to schedule the commencement of a shift within ten (10) hours of the completion of the employee's previous shift; and
 - (b) To avoid excessive fluctuation in hours of work.
- (2) An employee shall not work more than two (2) consecutive shifts **and such shifts shall not exceed a maximum of 16 hours.**

15.10 Hours of Work – On-Call Employees

15.10 (4) Scheduling

Subject to the operational requirements of the Employer, **auxiliary** on-call employees will be called in on a rotational roster basis.

- (4) (a) **It is recognized that the hours of work for auxiliary on-call employees may be varied because of operational requirements. In no case however, shall these on-call employees be scheduled to work more than eighty four (84) hours in a two week period without a rest break. In such instances the Employer will provide the auxiliary on-call employee with 48 consecutive hours of mandatory rest.**
- (4) (b) **An on-call employee who has worked in accordance with 15.10 (4) (a) may refuse additional hours. Such a refusal shall not be counted as a refusal within the meaning of section 116 (4) of the Public Service Act.**



15.22 Airport Firefighters and Airport Fire Captains

The Union wishes to discuss the current hours of work and reserves the right to table proposals after that discussion.

Article 16

OVERTIME

NEW

16.10 Overtime Payment of Compensatory Leave for Auxiliary On-call Employees

- (a) Overtime earned by an auxiliary on-call employee within any pay period may, at the employee's option, be paid out at the applicable overtime rate or, alternatively, be banked and liquidated at a later date as compensatory leave at the applicable overtime provision.
- (b) An auxiliary on-call employee may, on one (1) occasion per month, elect to liquidate compensatory leave to be paid out from existing compensatory leave accruals. Such payment shall be based on the rate it was earned and at the applicable overtime provision.
- (c) Compensatory leave earned during a calendar year but not liquidated before March 1st following, will be paid out by the pay day immediately preceding the end of March, at the applicable overtime rate, based upon the auxiliary on-call employee's hourly rate of pay at the time of pay out.

Renumber remaining clauses

ARTICLE 17

PAY ADMINISTRATION

The Union wishes to discuss the application of probationary periods to staffing actions and reserves the right to table proposals after that discussion.

ARTICLE 18

PREMIUM PAY

18.03 Stand-by Pay

- (5) Notwithstanding (1) above, where the employee receives a call and can accomplish the work by telephone without returning to the workplace, the employee shall be



compensated at **either**

- (i) the applicable overtime rate rounded up to the nearest 15 minute-period **or**
- (ii) **if a designated Critical Care Nurse, Primary Health Care Nurse, Primary Health Care Nurse in Charge, Primary Care Paramedic, Critical Care Paramedic, responds to a call by telephone between 12 midnight and 6 a.m. two (2) hours at the applicable overtime rate.**

7 (d) ~~Effective December 10, 2003, a~~ **A Critical Care Nurse, Primary Care Paramedic, or Critical Care Paramedic on medevac** who is required to be on layover, outside of the Yukon Territory, shall be deemed to be on ~~standby duty~~ and shall be paid ~~in accordance with Article 18.03 (1)~~ **at the applicable hourly at straight time or overtime rate as the case may be.**

18.04 Shift Premium – RESERVE

18.05 Weekend Premium – RESERVE

18.10 b) Premium Allowance – Community Health Centre – RESERVE

ARTICLE 20

DESIGNATED PAID HOLIDAYS

- 20.01 (1) The following days are designated paid holidays for employees:
- (a) New Year's Day
 - (b) National Heritage Day
 - (c) Good Friday
 - (d) Easter Monday
 - (e) Victoria Day
 - (f) Canada Day
 - (g) Discovery Day
 - (h) Labour Day
 - (i) Thanksgiving Day
 - (j) Remembrance Day
 - (k) Christmas Day
 - (l) Boxing Day
 - (m) **Aboriginal Day**

ARTICLE 24



SPECIAL LEAVE

(Note: Refer to Article 53.05 for the applicable provisions for seasonal employees.)

- 24.01
- (1) A regular employee, other than an employee who is on retiring leave pursuant to Article 25.04(1), shall be credited with six (6) days special leave credits upon commencement of his/her first year of service and upon commencement of each continuous year of service thereafter up to a maximum of thirty (30) days.
 - (2) Notwithstanding the above, a multiple of less than six (6) days may be credited to a regular employee where such lesser multiple will be necessary to either bring to the maximum or maintain the maximum credit of thirty (30) days.
 - (3) **Airport Firefighters and Fire Captains**
 - (a) A regular Airport Firefighter or Airport Fire Captain except when on retirement leave pursuant to Article 25.04(1), shall be credited with four (4) shifts special leave credits upon commencement of his/her first year of service and upon each year of continuous service thereafter to a maximum of twenty (20) shifts. For the purpose of leave accruals, a shift is deemed to be 12 hours.
 - (a) Notwithstanding the above, a multiple of less than four (4) shifts may be credited to a regular Airport Firefighter or Airport Fire Captain where such lesser multiple will be necessary to either bring to the maximum or maintain the maximum of twenty (20) shifts.

~~During the life of the 2010 – 2012 collective agreement, the Special Leave provisions of the collective agreement at articles 24.02, 24.03 and 24.05 shall be suspended. In their place, Letter of Understanding “A” shall apply.~~

24.02 Special Leave shall be granted up to the maximum credit of thirty (30) days and employees with accrued special leave may use their accruals when personal needs or circumstances prevent the employee from performing the employee’s regular duties. 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 bereavement and employees are expected to manage their use of special leave by anticipating and planning for their own needs.

Bereavement



24.02 (1) Upon bereavement (and within 13 months of the death), or imminent bereavement, of an immediate family member (defined in Article 24.02 (1) (a) below and, within a period of twenty-four (24) months from the date of the death, for the purpose of attending a potlatch related to the death.

(a) Immediate family is defined as a mother, father, sister, brother (or alternately stepfather, stepmother, or foster parent), spouse, son, daughter, stepchild or ward of the regular employee, **child adopted through aboriginal custom**, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, grandparent and grandchild, **relatives of a common law spouse in the same manner as applied to the relatives of a spouse** and any relative permanently residing in the regular employee's household or with whom the regular employee permanently resides.

- 24.02 (2) ~~When an employee is required to care for his/her sick dependant(s) or a sick person permanently residing in his/her place of residence, or a sick mother or father or spouse.~~
- (3) ~~After the completion of one year's continuous employment in the Public Service, and with at least five (5) days notice to the employer, on the occasion of the employee's marriage.~~
- (4) ~~For medical, dental, optometrist, chiropractor or counselling services, when it is not possible for the employee to arrange such appointments outside his/her normal hours of work.~~
- (5) ~~When an employee is required to travel outside of his/her headquarters area for a medical, dental, optometrist or chiropractor appointments, and when it is not possible for the employee to seek treatment or an appointment in his/her headquarters area or the employee has been referred by a duly qualified medical practitioner (including **Primary Health Care Nurse**), to a medical facility outside of his/her headquarters area.~~
- (6) ~~Leave on the birth of the employee's child where the employee is not accessing maternity or **parental** leave at the same time.~~
- (7) ~~Leave, to be taken within thirty (30) days of the adoption, on the adoption of a child by the employee where the employee is not taking adoption leave at the same time.~~
- (8) ~~To allow the employee to engage in emergency volunteer services or training related thereto. An employee who is granted special leave with pay pursuant to this clause shall remit to the Employer any monies paid to him/her arising from the performance of the emergency volunteer service. The amount that the regular employee is required to remit to the Employer shall not exceed the amount of pay that the employee received from the Employer during the leave. In such circumstances, the employee shall have his/her~~

~~special leave bank re-credited with credits that are equivalent to the amount remitted to the Employer.~~

- ~~(9) When a qualified physician or specialist certifies that an employee's child, up to and including the age of eleven (11), or an older child who 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.~~
- ~~(10) When an employee's dependant(s) require assistance to travel to Whitehorse or a facility outside the Yukon to seek emergency medical or dental treatment or to visit a non-resident medical specialist, and if it is not possible for the employee's dependant(s) to seek treatment or an appointment in the employee's headquarters area.~~
- ~~(11) To non-apprentice regular employees writing Journeyman Certificate Examinations related to the classification of their position.~~
- ~~(12) Subject to operational requirements, for the purpose of attending interviews regarding a dependant's education.~~
- ~~(13) Other times when the employee is prevented from reporting for duty because of circumstances not directly attributable to the employee.~~
- ~~(14) To accompany a dependant child under the age eighteen (18), or older if dependant by reason of mental infirmity, to a proceeding outlined in Article 26.01 (1) (b), provided the dependant child is required to attend by subpoena or summons.~~

~~24.03 The regular employee shall provide necessary proof of the need for or the utilization of leave under this Article, excluding leave pursuant to Article 24.02 (1), (2), (3), (9), (10) and (12), at the request of the Employer.~~

24.03 A regular employee is not eligible for Special Leave with pay for any period during which he/she is on retiring leave pursuant to Article 25.04 (1), on leave of absence without pay or under suspension.

24.04 When a regular employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave up to a maximum of five (5) days may, at the discretion of the Employer, be granted, subject to the deduction of such advance leave from any Special Leave credits subsequently earned.

24.05 Special leave should be requested by the employee in advance of the need giving rise to the absence from work, but consideration will be given to granting leave after the fact where it was not possible to provide notice.

ARTICLE 26
LEAVE OTHER

26.03 Maternity Leave

26.03 (6) The following provisions shall apply only to regular employees and seasonal employees:

- (a) After completion of ~~one (1) year~~ **six (6) months of** continuous employment, an employee who:
 - (i) agrees to return to work for a period of at least six (6) months after the expiry of her maternity leave, and

26.04 Parental Leave

26.04 (3) All other parental leaves

- (a) Where an employee has or will have the actual care or custody of his/her newborn child, **or foster child adopted through aboriginal custom** or an employee has commenced proceedings to adopt a child or obtains an order for the adoption of a child, he/she shall be granted parental leave without pay for a single period of up to fifty-two (52) weeks. This leave without pay shall commence on a date not earlier than one (1) week prior to the date the child comes into the employee's care and custody, and shall be taken during the fifty-two week period immediately following the child's birth or date the child comes into the employee's care and custody.
- (b) The employee may be required to provide proof of birth or proof of adoption.

ARTICLE 32

SAFETY AND HEALTH

32.01 The Employer shall continue to make all reasonable provisions for the **physical and**



psychological occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Union and the parties undertake to consult with a view to adopting and expeditiously implementing reasonable procedures and techniques designed or intended to reduce the risk of employment injury. Employees shall make every reasonable effort to reduce and obviate risk of employment injury.

ARTICLE 33
YUKON BONUS

33.02 RESERVE

ARTICLE 36
CLOTHING AND PROTECTIVE EQUIPMENT

Clothing Allowance

36.01 The Union wishes to discuss the list of required work clothing that is supplied and cleaned by the employer and reserves the right to table proposals after this discussion

Safety Footwear Allowance

36.02 (a) RESERVE

36.02 (b) RESERVE

ARTICLE 38
COMMUNITY ALLOWANCE

38.01 RESERVE

38.03 Camp Workers – Remote Premium – RESERVE

ARTICLE 40
EXTENDED HEALTH CARE AND LONG TERM DISABILITY

RESERVE – The Union wishes to discuss the current plan and reserves the right to table proposals after that discussion.

ARTICLE 41
DENTAL CARE PROGRAM

RESERVE – The Union wishes to discuss the current program and reserves the right to table proposals after that discussion.



ARTICLE 46

COMPETITION APPEAL PROCESS

46.01 (a) Vacancies in the bargaining unit for a regular indeterminate or regular term position will be posted except for exemptions and lateral transfers within departments. Posters containing job title, classification and level, and salary along with a summary of duties and qualifications will be posted on bulletin boards in designated work locations agreed to by the parties. The vacancy will **first** be filled by ~~either open or restricted competition as determined by the Public Service Commission.~~ **In the event that there are no successful internal candidates, the Public Service Commission will consider applications from outside the bargaining unit.** The most meritorious candidates will be short-listed, interviewed and ranked against requirements for the position and merits of other candidates. From this group the Deputy Head or designate will recommend for appointment the most meritorious certified candidate.

Length of satisfactory service with the Employer will be considered in the determination of the successful candidate.

ARTICLE 53

AUXILIARY EMPLOYEES

53.11 (a) **An Auxiliary On Call employee shall participate in the Superannuation Plan after having completed 1,950 regular hours of continuous service subsequent to his/her initial qualifying period of service. The Auxiliary On Call employee shall pay both the Employee and Employer premiums.**

53.12 Auxiliary On Call Reinforcement

The parties agree that the purpose of creating Reinforcement positions is to decrease excessive hours of work for auxiliary on call employees and provide a fixed number of current auxiliary on call employees with guaranteed full-time hours of work. The provisions pertaining to auxiliary on call employees shall apply to employees in Reinforcement positions and employees in Reinforcement positions shall also benefit from the following articles for the provision of leave and benefits:

<u>Article 23</u>	<u>Annual leave</u>
<u>Article 24</u>	<u>Special leave</u>
<u>Article 25</u>	<u>Sick leave</u>
<u>Article 26</u>	<u>Maternity and Parental Leave</u>



Articles 53.04 and 55.01 shall not apply to Reinforcement workers. Reinforcement workers shall participate in the Superannuation Plan.

53.12 (1) RESERVE – The union wishes to discuss current AOCR usage and reserves the right to table proposals after that discussion

53.12 (2) During the life of the collective agreement, the employer shall establish Reinforcement positions, subject to the approval of the Public Service Commission, in the above noted jobs to the maximum number indicated. No existing indeterminate full-time position may be converted to a Reinforcement position, and it is agreed that the employer will make every reasonable effort to fill vacant full-time indeterminate positions before creating a new Reinforcement position.

53.12 (3) A Reinforcement worker shall be scheduled to work the full-time equivalent of their job classification (1950 or 2080 hours, as the case may be).

53.12 (4) A Reinforcement worker must be scheduled to work for 150 hours or 160 hours, as the case may be, in every four week period, but the scheduling and location of such work shall be entirely at the discretion of the employer.

53.12 (5) A Reinforcement worker shall be given at least 18 hours notice of impending or changed shifts and work location, and must make themselves available for such work, as required by the employer.

53.12 (6) A Reinforcement worker shall be paid overtime in accordance with article 16.10 of the collective agreement. However, in the case of auxiliaries whose hours are averaged on the same basis as those of full-time employees, the threshold for calculating overtime shall be the same as that for the full-time employees.

53.12 (7) Regularly scheduled shifts may not exceed twelve hours or fourteen hours for Critical Care positions. A Reinforcement worker shall be given a minimum of two consecutive days off in every fourteen day period.

53.12 (8) Staffing of Reinforcement positions shall be by competition, initially limited to the existing pool of auxiliary on call employees. Successful candidates shall be removed from the rotational roster applicable to auxiliary on call employees in the position for which he/she is hired. If there are no applicants from the internal competition, the employer may recruit for the Reinforcement positions



through open competition after giving the Union a reasonable opportunity to consult with their auxiliary pool members.

- 53.12 (9) **Reinforcement positions** shall be reviewed and assessed every 6 months by the existing On Call Hours of Work Committee, and the union shall be provided with current statistics listing the number of hours worked by auxiliary on call employees, by name, department, position number being back filled and job title, on a quarterly basis.
- 53.12 (10) The provisions of article 56.01 shall apply to Reinforcement workers.

NEW

Duty To Accommodate

- xx.01 The Employer acknowledges its legal duty to accommodate, consistent with the applicable human rights legislation and the evolving jurisprudence.
- xx.02 In situations where an employee requires an accommodation, the employer, the Union and the employee shall meet to explore an appropriate accommodation or return to work protocol consistent with the employee's condition.
- xx.03 Consideration will first be given to accommodating the employee in his or her own classification. Secondly, consideration will be given to work in other classifications in the bargaining unit, and/or if possible, a bundling of work covering different classifications for which the employee has the ability to perform the required key elements or can become qualified to do so following a reasonable period of job familiarization and training provided by the Employer.
- xx.04 As a final alternative, consideration will be given to positions outside the bargaining unit for which the employee is qualified or for which the employee can become qualified following a reasonable period of job familiarization and training provided by the Employer.

NEW

Compassionate Transfer of Leave Credits

An employee may transfer, for compassionate reasons, their own vacation and/or compensatory leave credits to another employee. Such transferred leave credits may only be



taken as leave and may not be taken as cash. The Employer shall not consider a transfer under this provision until all other applicable sources of leave contained within this collective agreement have been exhausted by the employee receiving such leave.

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.

Discussion Items - RESERVE

The Union wishes to discuss the safety, health and workload concerns as they relate to current working conditions in the Health Care Sector and reserves the right to table proposals after that discussion.

The Union wishes to discuss Vacation Leave and Sick Leave accruals for employees for work variable hours and reserves the right to table proposals after that discussion.

The Union wishes to discuss striking a working committee between the parties after this round of bargaining to explore ways of making the collective agreement more accessible and user friendly.

APPENDIX E

Employees, as designated below, work Monday to Sunday, seven and one-half (7 1/2) hours per day and thirty-seven and one-half (37 1/2) hours per week exclusive of a paid meal period:

It is further understood that Article 20.02 and 20.03, Designated Paid Holidays shall apply to employees who work in a continuous operation and who are not required to work a 24 hour schedule.

The Union proposes the renewal of the all Letters of Understanding currently contained in the Collective Agreement unless otherwise noted, or amended.



LETTER OF UNDERSTANDING "K"

ON-CALL AND TERM POSITIONS

Notwithstanding articles 54.01 (5) and 15.10(3), in the event an auxiliary on call employee is appointed to a term position in the same department as their auxiliary on-call position for a term between six (6) and twelve (12) months without any break in continuous service, the employee shall not be required to resign his/her auxiliary on call position. At the conclusion of the term appointment, the employee shall be entitled to return to his/her auxiliary on-call position and:

- (a) no unused sick or special leave earned while employed as a term employee shall be carried back into their auxiliary on call employment, but shall be restored to the employee in the event that the employee is subsequently appointed without a break in service to a regular or seasonal position (article 53.06 (2) (c) and (d) shall not apply to restored sick leave); and
- (b) any vacation, long service vacation, compensatory leave and/or travel bonus credits earned but unused during the term employment shall be paid out to the employee on completion of the term appointment at the employee's hourly rate of pay on expiry of the term position.

For clarity, hours worked during the period employed in the term position will not count toward any probationary period in the auxiliary on-call position.

If the employee is extended in their term employment beyond 12 months, the employee ~~will be deemed to have resigned~~ **may elect to retain** his/her auxiliary on call position unless the parties agree otherwise prior to the extension.

LETTER OF UNDERSTANDING "O -1"

RN RETENTION ALLOWANCE AND COMMUNITY NURSE

PRACTITIONER RECRUITMENT AND RETENTION ALLOWANCE

B. PRIMARY HEALTH CARE NURSE RECRUITMENT/RETENTION ALLOWANCE

Effective on the dates specified below, those Registered Nurses ~~employed as a Primary Health Care Nurse in Charge or a Primary Health Care Nurse~~ whose headquarters area is



outside the City of Whitehorse will be eligible for an allowance of up to three-thousand dollars (\$3,000.00) per annum, in addition to the Registered Nurses retention allowance

LETTER OF UNDERSTANDING "S"

USE OF AUXILIARY ON-CALL EMPLOYEES

The parties agree that there should be a continuing monitoring of the use of Auxiliary On-call employees ~~by the parties~~.

To make a determination that an Auxiliary On-call employee is being utilized as per Article 2.01 (g) (iii) (2) the parties will **meet every six (6) months to agree on the review period** and monitor the use of Auxiliary On-call employees in that period through the "Joint Consultation Committee". On a quarterly basis, the committee will be provided with the **following required information: current statistics listing the number of hours worked by auxiliary on call employees by department, name, number of hours worked, position number being backfilled, and job title.** **Any additional information requested is** subject to legislated limitations

If there is an inconsistency identified, as per the above noted article, the Employer will recommend to the Deputy Minister of the appropriate department, that necessary action be taken to rectify the inconsistency and the Deputy Minister will respond within sixty (60) days. Where the parties are unable to agree that an auxiliary on-call employee is being utilized in a manner intended within the definition, or the recommended action is not being taken by the employing department, the Union may refer the matter to the Public Service Commissioner. The Commissioner, or delegate, will review the Union's concern as expressed in the referral, and will render a decision within twenty (20) days of it being referred. If the Union is not satisfied with the Commissioner's response, the matter can be referred to adjudication.

Nothing in this Letter of Understanding shall limit any pre-existing rights of either party nor shall it prejudice any position the parties may take with respect to any grievances or other complaints.

LETTER OF UNDERSTANDING V PAY INCREASES

RESERVE

