



Update from the Bargaining team

March 13, 2020

Hello everyone,

First, we want to apologize for cancelling our meetings yesterday evening.

We suspended face to face negotiations yesterday morning due to the extraordinary pressures being placed on all hospital workers and we felt the same would apply for our evening meetings.

This gave your Union team some time to consider the practical implications for everyone at the hospital who face an added responsibility due to the nature of the work that you do.

Our focus remains on the members who are delivering and will continue to deliver extraordinary services in the face of staffing shortages, workload pressures, 1Health and now the added reality of preparing for and dealing with COVID-19.

In the middle of all this, it is critical to remember that you have rights too.

We want you to work in as safe an environment as possible, not only for the patients you will be working for, directly and indirectly, but to be able to care for yourselves throughout this process.

To that end, we have proposed the attached letter of understanding to the Employer, which we think will address many of the situations that may happen over the coming weeks.

The Hospital has yet to respond given we tabled this today in the morning. However, there will be a multi-union hospital meeting at lunchtime today, and we expect more information will be forthcoming.

Also, for further information, see the embedded link to PSAC website below detailing your rights at work.

COVID-19: Your rights at work

<https://psacunion.ca/covid-19-your-rights-work>

In solidarity and stay safe,

Your Bargaining Team

Laura Hauser, Leah Santo, Cara Millar, Anne Hotte, Becky Nash and Erna Post.

See next page



Letter of Understanding between
PSAC and
YHC

The parties endorse the following statement: The novel virus (COVID-19) is not isolated to people of any particular ethnic origin, place of origin or race and understand the importance of respecting the human rights of all potential patients.

The Union and the Employer agree the current COVID-19 pandemic has created a unique set of circumstances that will require a combination of new and innovative strategies to support a safer workplace for all hospital employees as COVID-19 evolves.

Therefore, the parties agree to the following:

QUARANTINE LEAVE WITH PAY

Employees shall be granted quarantine leave with pay for time lost through quarantine and/or self-quarantine in accordance with the Yukon Public Health Guidelines. The employee may be required to provide a medical certificate by the Employer.

When an employee is diagnosed with an illness during the quarantine period, Quarantine Leave shall cease to apply and depending on the circumstances surrounding the illness, Article 16 Sick Leave or Article Injury on Duty may apply.

TELEWORK

Non-essential staff

Where possible, the employer will approve in writing an employee's written request to telework. The telework duration shall be mutually agreed to in writing. Working remotely shall not be construed as altering the existing rights and/or obligations of either party under the Collective Agreement.

During quarantine

During a quarantine or self-quarantine period and, where possible, employees should be allowed to work from home. Those employees who are unable to work remotely for whatever reason, will not be penalized monetarily.



Emergency Labour-Management Meetings

Either party may request an emergency meeting in accordance with Article 29 - Safety and Health and/or Article 30 – Consultation Committees. Such meetings may be required to address evolving issues or situations and discuss potential solutions.

The meetings may include but are not limited to:

The establishment or revision of safety or other mental health protocols

Revision of work-related travel requirements/policies.

HEALTH AND SAFETY

The Employer shall provide appropriate safety equipment, protective clothing, and training in the use of such equipment or clothing. Employees shall use all safety equipment and protective clothing provided and shall participate in any related training programs.

No employee shall be required to work on any job or use protective clothing or operate any piece of equipment until the employee has received proper and current training and instructions.

There shall be no reprisals for an employee who, in accordance with the provisions of the Canada Labour Code, exercise their right to refuse unsafe working conditions.

It is understood that this letter of understanding reflects current knowledge and available information. The parties agree to review this letter on a regular basis and update as necessary.

For the Hospital

For the Union



Shift Principles

Principle #1

- A definition of operational requirements:

Principle #2

- Limit on # of consecutive shifts

Principle #3

- Scheduled days of rest for Part-time members

Principle #4

- Staff have choice of shift patterns based on seniority

Principle #5

- Set rotation with clear shift lines for bidding

Principle #6

- Establishment of float positions

Principle #7

- Common understanding of what notice is – written/verbal/text, timing

Principle #8

- If changing more than one line or shift this becomes a schedule change

Principle #9

- Those who are satisfied with their existing shift pattern do not have to change

Other Considerations

- Support succession planning and career options
- Support ability to move laterally
- Opportunity for Casuals to work more than one area for variety, opportunity to maximize hours, and reduce burnout from working 1 area for too long
- increase number of shift pattern options (8 hours 10 hours,12 hours)