

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 representing members of the Yukon Employees Union.

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. 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 Preliminary Bargaining Table will be forwarded to the Monetary Table for incorporation into the Memorandum of Settlement. Any issues not resolved may be forwarded to the Monetary Table by the respective party that submitted the proposal.



ARTICLE 2 INTERPRETATION AND DEFINITIONS

2.01 8 RESERVE

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

- (a) ~~"graveyard"~~ **"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 11 TIME OFF FOR REPRESENTATIVES AND ALLIANCE BUSINESS

11.04 Grievance Hearings:

- (1) Employee presenting a grievance:
 - (a) An employee who presents a grievance is entitled to be present at the hearing of the grievance at any step in the grievance process, and where the grievance is heard during working hours, they shall be entitled to attend the hearing without loss of pay.
 - (b) Where an employee attends the hearing of their grievance outside their headquarters area, the Employer shall not be liable for any expenses related thereto.
- (2) Employee who acts as Representative:
 - (a) Where an employee represents a grievor, at a meeting held with the Employer, the Employer will grant time off with pay for the employee's scheduled regular hours of work to the representative when the meeting takes place during normal working hours.
 - (b) Where the meeting occurs outside the representative's headquarters area, any expense incurred by the representative arising out of their attendance at the meeting shall not be borne by the Employer.
- (3) Grievance Investigations:

Where an employee has asked or is obliged to be represented by the Alliance in relation to presentation of a grievance and an employee acting on behalf of the Alliance wishes to discuss the grievance with that employee:



- (a) The employee will, where operational requirements permit, be given reasonable time off with pay for the employee's scheduled regular hours of work for this purpose when the discussion takes place in **their** headquarters area and reasonable leave without pay when it takes place outside **their** headquarters area, and

- 11.05 (3) (b) The representative of the employee will, where operational requirements permit, be given reasonable time off with pay for the employee's scheduled regular hours of work for this purpose when the discussion takes place in **their** headquarters area and reasonable leave without pay when it takes place outside **their** headquarters area.

Editorial Changes:

Move 11.10 (3) Representatives Training to Article 11.06 Contract Negotiation Meetings

- 11.10 (3) Where operation requirements permit and where the Alliance has advised the Employer in advance of the employee's name, the Employer will grant leave without pay to employees who conduct collective bargaining information meetings on behalf of the Alliance.

ARTICLE 15 HOURS OF WORK

NEW

- 15.14 (9) **In the event there are more scheduling requests for a shift than there is availability for an existing schedule or newly created schedule in Continuous Care years of service as defined in clause 2.01 (5) of the agreement, shall be used as the determining factor for granting such scheduling requests**

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 the Employer will make every reasonable effort to ensure that such shifts not exceed a maximum of 16 consecutive hours.

- (3) RESERVE



15.11 (1) Rest Periods

The Employer shall schedule two paid rest periods per day of fifteen (15) minutes duration. Each rest period shall be scheduled as near as possible to the mid-point of the work periods before and after the meal break.

(2) Meal Breaks

The Employer shall schedule a lunch period or a meal break as close as possible to the mid-point of an employee's shift. The duration of the lunch or meal break may vary between classes but shall not be less than one-half (½) hour duration. The Employer agrees that, except by prior agreement with the Alliance, the duration of the meal break will not be altered for any employee following the date of the signing of this Agreement.

Notwithstanding 15.11 (1) above, Whitehorse Emergency Shelter Support Employees whose shifts are 12.5 hours in length ,will be scheduled for two breaks, each break for a duration of forty-five (45) minutes.

ARTICLE 16 OVERTIME

16.06 Compensatory Leave in Lieu of Overtime Payment

- (1) Notwithstanding the provisions of 16.03, 16.04, 16.05 and 16.08, overtime earned by a regular employee within any pay period may, at the employee's option, be either paid out at the applicable overtime rate or, alternatively, may be banked and liquidated as compensatory leave at the applicable overtime provision.
- (2) The Employer shall grant compensatory leave subject to operational requirements and at a time convenient to both the regular employee and the Employer.

ARTICLE 17 PAY ADMINISTRATION

NEW

17.01 Recovery of Overpayments

- (3) **Any overpayment incurred shall be recovered in the following manner: if the overpayment is in excess of fifty dollars (\$50.00), the Employer will, before recovery action is implemented, advise the employee of the intention to recover the overpayment. Recovery will not exceed ten percent (10%) of the Employee's pay each pay period until the entire amount is recovered. Notwithstanding the foregoing, in the event employment ceases, any outstanding amounts may be recovered from the final pay.**

17.01 Salary Payable for an Acting Incumbent

- (1) Where an employee is required to perform the duties of a position having a higher maximum salary than the maximum salary applicable to their present position, the employee shall:



- (a) receive the minimum salary for the acting position where that minimum is more than 5% above their present salary; or
- (b) receive 5% where their salary in the acting position does not exceed the maximum of the range for the acting position; or
- (c) where the application of (b) above would provide for an acting appointment which would exceed the maximum of the range for the acting position, the employee would receive the maximum rate in the range for the acting position.

Employees shall receive acting pay where they are required to perform the duties of the same position on a cumulative basis for a period of three (3) days, and in respect of each subsequent day in the fiscal year.

- (2) An employee can refuse to perform the duties of the acting position pursuant to paragraph (1) above ~~provided that:~~
 - ~~(a) — there is another employee who the Employer determines is qualified to perform the duties of the position on an acting basis; and~~
 - ~~(b) — the other employee identified pursuant to sub-paragraph (a) above is available and willing to perform the duties of the position on an acting basis.~~
- (3) An employee who performs the duties of a higher position pursuant to paragraph (1) above for a continuous period of less than fourteen (14) days will not have **their** performance while in the acting position evaluated pursuant to Article 17.11(1)(a), 17.11(2)(a) or 53.05(1) or (2).

17.07 Upon Reclassification

NEW

Add the following:

The Employer recognizes the right of an employee to Union representation throughout the entirety of the classification process up to and including the appeal of a reclassification.

NEW



Reassignments

The Employer will not reassign an employee from their substantive position to another similar position without the employee's written consent.

NEW

Resignation/Retirement

The Employer will provide exit interviews for all employees when they change positions, resign or retire.

ARTICLE 20 DESIGNATED PAID HOLIDAYS

20.01 Add National Day for Truth and Reconciliation, September 30

NEW

20.01 (4) A self-identified Indigenous employee may request in writing the substitution of up to five (5) designated paid holidays every calendar year. At the employee's discretion, such days may be taken singly or be combined. The Employer will grant these exchange(s) at such times as the employee may request. The Employer will respond in writing to employee requests within fourteen (14) days.

NEW

A self-identified Indigenous employee will be entitled to leave without pay of up to five (5) working days every calendar year in order to engage in traditional practices such as hunting, fishing and harvesting and other activities to maintain their traditional practices.

The employee at their discretion, may request to use accumulated compensatory leave of up to five (5) days for this leave.

ARTICLE 23 VACATION LEAVE

NEW

Scheduling of vacation leave with pay

In cases where there are more vacation leave requests for a specific period than can be approved due to operational requirements, years of service as defined in clause 2.01 (5) of the agreement, shall be used as the determining factor for granting such requests.

Years of service as defined in clause 2.01 (5) shall be used as the determining factor for granting requests only when the leave request plus any scheduled days of rest and/or designated paid holidays total seven (7) or more consecutive calendar days off.



ARTICLE 26 LEAVE OTHER

26.03 Maternity Leave

- (1) Every employee who becomes pregnant shall notify the Employer of their pregnancy at least ~~fifteen (15)~~ **four (4)** weeks prior to the ~~expected date of termination of their pregnancy and,~~ **anticipated maternity leave option or date of leave**, subject to subsection (3), shall be granted leave of absence without pay for a total period not to exceed thirty-seven (37) weeks consisting of two periods as follows:

Review for statutory updates: Maternity, Parental and Compassionate Care Leaves.

ARTICLE 34 JOINT CONSULTATION

- 34.01 In addition to the Joint Consultation Committee, the Parties recognize that there may be mutual benefits to be derived from discussing issues of common interest that arise within a department. ~~Where the respective representatives at the departmental level mutually agree, a departmental committee may be established~~ **Representatives will establish a Joint Consultation Committee at the Departmental level for each Department** to meet at least four times per year. Any resolutions reached at these meetings shall respect the rights and entitlements of both Parties in the Collective Agreement.

ARTICLE 35 TOOL REPLACEMENT AND ALLOWANCES

35.01 Tool Allowance

- (1) A regular employee who has been continuously employed in the Yukon Public Service for a period of two (2) years as a Journeyperson, Tradesperson, registered Apprentice or combination thereof, ~~and or~~ is in the position(s) of: Automotive Mechanic, Automotive Mechanic Foreperson, Heavy Equipment Mechanic, Heavy Equipment Mechanic Foreperson or Industrial Mechanic

shall be entitled to a tool allowance of four hundred dollars (\$400) and to a further allowance of two hundred dollars (\$200) for each completed year of service thereafter to a total maximum allowance of twelve hundred dollars (\$1,200).

- (2) A seasonal employee who has been continuously employed in the Yukon Public Service for a period of two (2) years as a Journeyperson, Tradesperson, or registered Apprentice, or combination thereof, ~~and or~~ is in the position(s) of: Automotive Mechanic, Automotive Mechanic Foreperson, Heavy Equipment Mechanic, Heavy Equipment Mechanic Foreperson or Industrial Mechanic



shall be entitled to a tool allowance of two hundred dollars (\$200) and to a further allowance of one hundred dollars (\$100) for each completed year of service thereafter to a total maximum allowance of six hundred dollars (\$600).

Discussion Items:

Joint Learning Program Update as per the Letter of Understanding signed previous round of bargaining. The Union reserves the right to table a proposal after these discussions.

Injury on Duty – Article 26.02 - The Union reserves the right to table a proposal after these discussions.

Probation – the Union wishes to discuss the issue of multiple probations served by members for doing the same job in different departments and/or being promoted to a different YG position. The Union reserves the right to table a proposal after that discussion.

The Union wishes to discuss the issue of Midwifery.

Reformatted Collective Agreement. In addition to finalizing the edits of the work done by the parties in between the bargaining rounds, the Union proposes that land acknowledgements for each of the 14 traditional territories be included on all Government websites and in the preface of both the final print and electronic versions of the Collective Agreement.

