

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 workers covered under this agreement provide a variety of public services that reach across the territory and they proudly work on behalf of all Yukoners.

For ease of reference proposals were developed primarily using the YG collective agreement for wording and article numbers. Consequential amendments may be required throughout the Collective Agreement.

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 Government 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 Main 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 “Acting Assignment” means a work assignment in the employee’s home department where the duties are outside of, or in addition to the employee’s substantive position and where the original assignment is expected to be less than six months.

“Consultation” means a process of joint deliberations with the objective being that the parties discuss and disclose all relevant information in a timely, meaningful, fair and reasonable manner. Consultation does not require that agreement or a decision must be reached before the parties, or either of them, can exercise their respective rights. The introduction of new or amended policies cannot amend, alter or modify any rights, benefits or privileges provided in this Agreement.

“Temporary Assignment” means an acting assignment in or outside the employee’s department, where the duties are outside of, or in addition to, the employee’s substantive position and is expected to be greater than six month but less than two years. Such assignments will be posted on the PSC employment internal website.

## ARTICLE 3 APPLICATION

### Previous Documents and Agreements

All documents, letters, memoranda of understanding or agreements, whether verbal or written not specifically renewed in this agreement are null and void unless otherwise specified.

## ARTICLE 5 DISCRIMINATION

5.02 Grievances arising from an alleged violation of this Article will be submitted to the Public Service Commission, ~~except that alleged violations to which Article 6 would also apply will be handled pursuant to that Article.~~

## ARTICLE 6 RESPECTFUL WORKPLACE

6.01 The Employer, the employees and the Alliance recognize the importance of the *Yukon Human Rights Act*; the *Yukon Occupational Health and Safety Act* and the right of all persons employed in the Public Service to work in an environment free from sexual harassment, **harassment** and disrespectful conduct including bullying or abuse of authority.



6.02 Subject to Article 6.07, the Respectful Workplace Policy in the Government Administrative Manual will form part of this Collective Agreement and includes the following definitions:

- (1) “Disrespectful conduct” means behaviour by an individual directed against another individual that a reasonable person would consider disrespectful.
- (2) “Discriminatory conduct” means another employee or group of employees that treats an individual unfavourably on any of the grounds set out in the Yukon Human Rights Act.
- (3) “Sexual Harassment” means conduct, comments, gesture display or contact of a sexual nature that might reasonably be expected to cause offense or humiliation or that might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- (4) “Abuse of authority” means the improper use of power that flows from a supervisor or manager’s position of authority over an employee; in particular, intimidation, threats or coercion, which could reasonably be expected to endanger an employee’s ability to perform his or her job, threaten the employee’s economic livelihood, or significantly affect his or her physical or emotional well-being. It is not abuse of authority to exercise managerial responsibility legitimately.
- (5) “Bullying” means repeated or systematic assertion of power through aggressive behaviour – physical, verbal or psychological – including shunning, which would be seen by a reasonable person as intending to belittle, intimidate, coerce or isolate another person or group of people.

6.03 **Employees who feel they have been exposed to behaviour described in 6.01 and 6.02 may file a grievance. This grievance will be held in abeyance pending the investigation and process of the Respectful Workplace Office described below.**

6.04 Employees who experience disrespectful conduct in the workplace have the right to seek assistance from the Respectful Workplace Office which will respond to their request for assistance in accordance with the Respectful Workplace Policy.

6.05 All matters referred to the Respectful Workplace Office under this article shall be treated with dispatch and strict confidentiality. **All departments and managers shall be required to participate.**

6.10 **Where the assistance from the Respectful Workplace Office does not render a suitable resolution, employees may reactivate their grievance described in 6.03. The employer agrees not to use timeliness as a bar to the grievance procedure in these cases. The grievance will be heard at the final level, and follow the usual procedure.**



## ARTICLE 15 HOURS OF WORK

### NEW

**The Employer shall not change day workers into shift workers nor change shift workers into day workers without mutual agreement between the Employer and the Alliance.**

#### 15.22 Hours of Work – Airport Firefighters and Airport Fire Captains

### RESERVE

#### 15.25 Hours of Work - ~~Education~~ Student Support Services Consultants

The following provisions shall apply to regular full **and part-time** ~~Education~~ **Student Support Services** Consultants:

- (1) The regular work day of a full-time ~~Education~~ **Student Support Services** Consultant shall be seven and one-half (7½) hours, exclusive of a meal period. The regular work week shall be thirty-seven and one-half (37½) hours, Monday through Friday. **Regular part-time Student Support Services Consultants' hours will be based on the percentage of full-time hours worked in the position.**
- (2) The parties recognize that the ~~Education~~ **Student Support Services** Consultants are provided with a significant degree of flexibility in scheduling their working hours during the school year. The parties further recognize that the ~~Education~~ **Student Support Services** Consultants' hours of work will vary during the school year, and that overtime hours of work will be performed by the ~~Education~~ **Student Support Services** Consultants.
- (3) The Employer acknowledges that the ~~Education~~ **Student Support Services** Consultant shall be pre-authorized to work sixty (60) hours of overtime in excess or outside of his/her regular daily and weekly hours of work as set out in paragraph (1) above. **Part-time Student Support Service Consultants may be required to work overtime and will be pre-authorized to the part-time equivalent of 60 hours.** The ~~Education~~ **Student Support Services** Consultant shall maintain a written log of these pre-authorized overtime hours of work, which shall indicate the nature of the work performed, the **location**, date and time that the work was performed and the duration of the overtime work.
- (4) In regard to the pre-authorized hours of overtime set out in paragraph (3) above, the ~~Education~~ **Student Support Services** Consultant shall be provided with an additional twelve (12) days leave with regular pay per completed school year in lieu of overtime compensation as provided in the Collective Agreement. The additional



twelve (12) days leave shall be earned on the basis of one (1) leave day for each five (5) pre-authorized overtime hours worked pursuant to paragraph (3) above. **Part-time Student Support Services consultants shall be provided with days leave based on the eligible percentage of hours worked overtime during the school year.**

- (5) The ~~Education~~ **Student Support Services** Consultant shall be required to take his/her earned leave under paragraph (4) above during the summer vacation period of the school year.
- (6) Any overtime hours of work performed **in both home base and off-site settings** by the ~~Education~~ **Student Support Services** Consultant in excess of the sixty (60) pre-authorized hours in paragraph (3) above:
  - (a) must be authorized in advance by the Employer, and
  - (b) will be compensated for pursuant to Article 16 of the Collective Agreement.

15.28 **Hours of Work – Family Support Workers (Whitehorse only), Supported Independent Living Workers, Home Support Workers, Home Care Nurses, Healthy Families Workers, Restorative Community Conference Coordinator, Intensive Support & Supervision Worker (Youth Probation), Public Safety Investigators, and Receptionist/Administrative Assistants – Justice Wellness Centre**

Have Article 15.01 apply to Home Care Nurses and Home Support Workers.

ARTICLE 18 PREMIUM PAY

18.04 Shift Premium RESERVE

18.05 Weekend Premium RESERVE

ARTICLE 20 DESIGNATED PAID HOLIDAYS

20.7 **Continuous Operations**

**NEW**



For the purpose of clause 20.07 only, regular employees in continuous care operations who have completed six or more months of continuous service will receive an annual advance of their anticipated designated paid holiday credits for the calendar year.

Upon request and with the approval of the Employer, the employee will be granted lieu day(s) at such times as the employee may request. The Employer will respond to such employee requests in writing, within a reasonable time. Any unused portion of such leave will not be subject to liquidation and/or carryover to the subsequent calendar year unless the leave request has been denied for operational requirements.

## ARTICLE 26 LEAVE - OTHER

### 26.02 Injury on Duty Leave

- (1) A regular or seasonal employee shall be granted injury-on-duty leave with pay for such reasonable period as may be ~~determined by the Employer where it is determined~~ **certified** by the Workers' Compensation Board that the employee is unable to perform their duties because of:
- (a) personal injury accidentally received in the performance of his/her duties and not caused by the employee's wilful misconduct;
  - (b) ~~sickness~~ **industrial illness, vicarious trauma, or any other illness, injury or a** disease resulting from the nature of the employee's employment;
  - (c) overexposure to radioactivity or other hazardous conditions in the course of employment; or
  - (d) a personal injury, where an off-duty employee is a victim of an assault or an act of violence and such assault or act of violence arises as a result of the employee performing their normal responsibilities and not caused by the employee's own misconduct;

if the employee agrees to pay the Employer any amount received by him/her for loss of wages in settlement of any claim he/she may have in respect of such injury, illness or exposure.

## ARTICLE 34 JOINT CONSULTATION

### Union Management Consultation Committees

**34.01** The parties acknowledge the mutual benefits to be derived from joint consultation and agree to establish Union Management Consultation Committees (UMCC) to provide joint consultation on terms and conditions of employment, and other matters of mutual concern. The UMCC Committees will discuss and attempt to arrive at mutually



**agreeable solutions to problems or issues identified by either party. An equal number of representatives will be established, representing the interests of the Employer and the employees.**

**34.02 Upon request of either party, the parties to this agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this agreement.**

**34.03 The terms of reference of the UMC Committees shall be determined jointly by the parties, be subject to amendment only by mutual consent and form part of the Collective Agreement. Terms of reference shall be developed within six months of the signing of the Collective Agreement.**

**34.04** The following subjects, as they affect employees covered by this Agreement, shall be regarded as appropriate subjects of consultation involving the Employer and the Alliance during the term of this Agreement, and the Employer agrees that new policies will not be introduced and existing Regulations and Directives will not be cancelled or amended in such a way as to affect employees covered by the Agreement until such time as the Alliance has been given a reasonable opportunity to consider and to consult on the Employer's proposals.

### **Subjects**

- (1) Training and other measures to deal with the impact on employees of technological and other change;
- (2) Travel and Subsistence Allowance;
- (3) Safety and Health Practices;
- (4) Relocation Allowances;
- (5) Staff Uniforms and Clothing;
- (6) Provisions to the Alliance of Employer Manuals and Directives;
- (7) Parking Privileges;
- (8) Restrictions on Outside Employment;
- (9) Educational Leave and Career Development;
- (10) Affirmative Action Program for Women;
- (11) Classification Plan.

**Without prejudice to the position the Employer or the Union may wish to take in future about the desirability of having additional Collective Agreement subjects dealt with by the parties, such subjects will be mutually agreed to by the parties.**

**34.05 Within ten (10) days of notification of consultation served by either party, the Union shall notify the Employer in writing of the representatives authorized to act on behalf of the Union for consultation purposes. Time spent participating in a Union-**



Management Consultation Committee by a bargaining unit member will be without loss of pay.

- 34.06 Minutes of every meeting will be prepared by the Employer and distributed to the Committee as soon as reasonably possible and no later than fourteen (14) calendar days after each meeting. At the next meeting, the minutes will be presented for review and adoption. Once adopted, the minutes will be posted in the workplace for at least three (3) months and will subsequently remain available electronically.**
- 34.07 The Joint Union Management Consultation Committee has no authority to change, modify or alter this Agreement.**
- 34.08 Committee meetings shall be held when required, with no fewer than one per quarter, and additional meetings may be convened as required at the request of either party.**
- 34.09 (1) The parties acknowledge that the Yukon Government has the right to introduce policies dealing with employment-related matters covering all or some persons working in the Yukon Public Service. Such policies shall not conflict with the express terms of the Collective Agreement, subject to any legislative authority to the contrary.(formerly 34.03) . **The Employer agrees to notify the Yukon Employees Union President, in writing, prior to implementation of any new or revised policies/procedures related to terms and conditions of employment.****
- 34.09 (2) The parties agree that an employee, if covered by the applicable policy listed in paragraph (3) below, may bring a grievance seeking the enforcement of the language of the particular policy which existed at the time that the grievance was commenced pursuant to Article 28.02. If the grievance is not dealt with to the employee's satisfaction, he/she may refer the grievance to adjudication pursuant to Article 28.14.
- 34.09 (3) The policies which may be the subject of a grievance pursuant to paragraph (2) above are:
- Interview and Relocation Expense Directive,
  - Travel Directive,
  - Decentralization Policy.
- 34.09 (4) Prior to any of the policies listed in paragraph (3) above being cancelled or revised by the Yukon Government, the Alliance shall be given a reasonable opportunity to consult with the Employer on its intent to cancel or revise the policy. This opportunity to consult shall be provided to the Alliance prior to the revisions to the policy being submitted through the Yukon Government's approval process. A copy of any policy listed in paragraph (3) above, which is revised by the Yukon



Government, will be provided to the Alliance prior to the implementation date of the revised policy.

**NEW**

## **Memorandum of Agreement**

### **SAFE DISCLOSURE OF INFORMATION**

**The Employer is entrusted with the protection of the public interest. Everyone employed by the Employer is expected to adhere to high ethical standards that foster and maintain public confidence. The parties desire to create an environment where employees who in good faith believe a wrongdoing has occurred can bring that forward freely in a confidential and safe manner. The parties agree that employees should never have to fear reprisal when they come forward in good faith and raise concerns about wrongdoing.**

**As a result of discussions during negotiations for the Collective Agreement effective January 1, 2019, the parties have agreed to put into place interim provisions to provide protection for employees who disclose information in certain situations, and to provide employees with an independent mechanism to report situations where the employee, in good faith, believes wrongdoing is occurring.**

**In the interim, and pending a final agreement on a comprehensive safe disclosure process, the Employer and the Union agree to the following principles fundamental to the forming of an effective safe Disclosure process:**

- (i) Anonymous complaints do not fall within the scope of this process;**
- (ii) A Disclosure made to the media is not within the scope of this process;**
- (iii) Where an employee elects to make a Disclosure under the safe Disclosure process, they are expected to participate in all steps throughout the process;**
- (iv) Employees who participate in this process in good faith will be protected from reprisal; and**
- (v) A safe Disclosure process is not an indemnity against responsibility for having committed wrongdoing and employees may still be subject to appropriate discipline.**

**The parties agree that within 30 days of ratification of the Collective Agreement, a Committee comprised of three representatives selected by each party will be formed.**

**This Committee shall within six months of ratification:**



1. Arrive at unanimous recommendations with respect to:
  - (a) Providing employees with access to an independent mechanism for them to confidentially report situations where the employee in good faith believes that there has been a misuse of public funds, an illegal act, gross mismanagement or a substantial and specific danger to health and safety or to the environment;
  - (b) Providing employees who in good faith make such a report, protection from reprisal by the Employer;
  - (c) Ensuring that agreed to provisions do not prevent an employee from accessing or fulfilling any obligations under any existing legislation, policy, process or collective agreement provisions which provide a mechanism to address employee concerns;
  - (d) Ensuring that agreed to provisions do not prevent an employee from fulfilling any obligations which may be required by the employee's professional association;
  - (e) Other provisions which the Committee considers appropriate.
2. Report to the Joint Consultation Committee under Article 34 after each meeting.
3. Provide its unanimous recommendations to the President of the Yukon Employees Union and the Public Service Commissioner.

The unanimous recommendations of the Committee shall be adopted by both parties not later than six months following the ratification of the Collective Agreement and shall form part of the Collective Agreement commencing January 1, 2019.

If unanimous recommendations of the Committee are not achieved within six months following the ratification of the Collective Agreement, then the parties agree that any outstanding issues will be referred to arbitrator Mort Mitchnick, or any other arbitrator mutually agreed upon by the parties, who shall make a binding decision as soon as possible, and such decision shall form part of this Collective Agreement which commences January 1, 2019.

Any decision made by the arbitrator shall deal with the same criteria as applied to the Committee, and shall be in place until legislation providing protection for employees covered by this Collective Agreement, who disclose information, is enacted by the Government of the Yukon.



## ARTICLE 30 CONTRACTING OUT

- 30.01 The Employer will continue past practice in giving all reasonable consideration to ~~continued employment in the Public Service~~ **maintaining the positions of employees who which** would otherwise become redundant because work is contracted out.
- 30.02 **The Employer shall use existing employees or hire and train new employees before contracting out work described in the Bargaining Certificate.**
- 30.03 **The Employer shall consult with the Union and share all information that demonstrates why a contracting out option is preferable. This consultation shall occur before a decision is made so that decisions are made on the best information available from all stakeholders.**
- 30.04 **Shared information shall include but is not limited to expected working conditions, complexity of tasks, information on contractors in the workplace, future resource and service requirements, skills inventories, knowledge transfer, position vacancies, workload, and potential risks and benefits to impacted employees, all employees affected by the initiative, and the public.**
- 30.05 **The Employer shall consult with the Union before:**
- i) any steps are taken to contract out work currently performed by bargaining unit members;**
  - ii) any steps are taken to contract out future work which could be performed by bargaining unit members; and**
  - iii) prior to issuing any Request For Interest proposals.**
- 30.06 **The Employer shall review its use of temporary staffing agency personnel on an annual basis and provide the Union with a comprehensive report on the uses of temporary staffing, no later than three (3) months after the review is completed. Such notification will include comparable Public Service classification level, tenure, location of employment and reason for employment, and the reasons why indeterminate, term or casual employment was not considered, or employees were not hired from an existing internal or external pool.**

## ARTICLE 32 SAFETY AND HEALTH

The Union wishes to discuss the introduction of a Safety Representative premium where employees have been so designated by the Employer; the introduction of paid mandatory training for food safe where required by the employer.



The Union also wishes to discuss the safety hazard of people working alone in TSS among other locations.

ARTICLE 33 YUKON BONUS

RESERVE

ARTICLE 35 TOOL REPLACEMENT AND ALLOWANCE

35.02 RESERVE

For discussion: Reimbursement of medical examination for Class 1 licenses where a Class 1 license is a job requirement.

ARTICLE 38 COMMUNITY ALLOWANCE

38.01 RESERVE

38.03 RESERVE

ARTICLE 40 EXTENDED HEALTH CARE AND LONG TERM DISABILITY

RESERVE

ARTICLE 41 DENTAL CARE PROGRAM

RESERVE

ARTICLE 42 TRAVEL BONUS FOR REGULAR EMPLOYEES OUTSIDE OF WHITEHORSE

RESERVE

ARTICLE 50 REGISTRATION OF REGISTERED NURSES AND LICENSING  
FEES FOR LICENSED PRACTICAL NURSES

RESERVE

ARTICLE 55 PREMIUM PAYMENT TO ON-CALL EMPLOYEES

55.01 RESERVE



## ARTICLE 58 DURATION AND RENEWAL

RESERVE

**NEW**

**Social Justice Fund**

**The Employer shall contribute one cent (\$0.01) 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.**

Appendix H

RESERVE

Letters of Understanding

### **LETTERS OF UNDERSTANDING**

- A) Supplementary Retention Payment RESERVE
- B) Staff Accommodation RESERVE
- C) Heavy Equipment Operator Training Program RENEW
- D) Daylight Saving Time AGREED
- E) Maintenance of Medicare Premium Cost Sharing RENEW
- F) Regional Social Workers and Supervisor, Regional Services Allowances RESERVE
- G) Extended Health Care Plan RENEW
- H) Wildland Fire Employees – Export Travel RENEW
- I) Violence in the Workplace RENEW
- J) Bargaining Unit First Line Supervisors and Managers Involved in the Grievance Process RENEW
- K) On-Call and Term Positions RENEW
- L) Community Nursing – Primary Health Care Nurse Part-Time Rotational Positions RESERVE



- M) Community Nursing – One Nurse Health Centres Project RESERVE
- N) Audiologist Allowances RESERVE
- O) Registered Nurses’ Market Adjustment Allowance RESERVE
- O-1) RN Retention Allowance and Registered Nurses Outside of Whitehorse Recruitment and Retention Allowance RESERVE
- P) Hours of Work – Registered Nurse Float Positions – Whitehorse Continuing Care RESERVE
- Q) Community Nursing Allowances RESERVE
- R) Pilot Program – Full-time Reinforcements RESERVE
- S) Use of Auxiliary On-Call Employees RENEW
- T) Joint Committee RE: 12-Hour Shift Employees RENEW
- U) Fish And Wildlife Staff; Park Interpretive Staff RENEW
- V) Respecting Safety, Health and Working Conditions in the Health Care Sector RESERVE
- W) Centralized Recruitment & Certification Pilot RENEWED
- X) Changes to the Insured Benefits Plan RESERVE
- Y) Pay Increases RESERVE
- Z) Conservation Staff (excluding Administrative Assistant and Office Manager) RENEW

Discussion Items:

- Recovery of Overpayments – follow-up from previous bargaining session
- Definition for “float” positions
- Hours of work for Continuing Care
- Joint Learning Program
- The establishment of a central emergency sick leave bank for newly hired employees
- Community Health Nursing
- Red Seal Trades
- Provisions and Supports for Front Line Workers in particular as it relates to trauma and PTSD.
- Pension and Benefit Provisions for EMS, Nursing and Firefighting Occupations
- Introduction of a preceptor/mentor premium
- Accommodation -in particular safe return to work and RWO, and probation



- Introduction of a bilingual bonus
- Introduction of a fitness allowance for maintaining job related fitness for workers employed as in the Conservation Officer Services Branch

The Union reserves the right to table proposals after these discussions.

