



May 30, 2023

TO: ALL PSAC MEMBERS at Yukon Government

RE: RATIFICATION VOTE

After more than a year and a half of bargaining, our bargaining team finally reached a tentative agreement on May 25, 2023, for all Yukon government union members.

The team wishes to acknowledge and thank the membership for their ongoing and active support during this lengthy round of bargaining,

As follows is a summary of the highlights of this agreement.

ECONOMIC ITEMS:

January 1, 2022 – 4.5%

January 1, 2023 – 3%

January 1, 2024 – 3%

Article 18.04 shift premiums have been increased from \$2.25 to \$3.00 an hour.

Article 55.01 payment in lieu of benefits for AOCs has doubled from \$2.00 an hour to \$4.00 an hour.

There are additional group specific annual monetary allowances for correctional services \$3,000 (NEW), paramedics \$3,000 and \$6,000 (NEW) and a new provision of \$1,000 for Educational Psychologist. Occupational Therapist, School Community Consultant, Physiotherapist, Positive Behaviours Intervention & Support Consultant, Speech - Language Pathologist. Regional social worker provisions identified in LOU F have been increased by \$2,000 per year.

New payrates have been established for midwives, and nurses resulting in substantial retroactive wage increases.

In addition, a letter of understanding containing a new provision for Continuing Care employees in home support has been agreed to. This will allow for a daily calculation of overtime in the event their hours of work exceed the regular daily scheduled hours of work.

Eligibility for Professional Fee reimbursements (Article 50) has been expanded to include “membership, registration, licensing or certification fees to an organization, governing body, or government agency when the payment of such fees is a requirement for the performance of the duties of the employee’s position”.



Other Items:

The provisions regarding the Respectful Workplace Office (RWO) have been completely revamped. There will be a transition period to affect this substantial change. Going forward, members will no longer be required to use the RWO, and will now be able to choose their path to resolving human rights/harassment complaints. Further, independent investigators will be used in the event a particular complaint warrants further investigation.

Critical incident Leave – Has been strengthened in order to ensure members who require this type of leave will be granted time off as needed.

Yukon Wellness – A letter of understanding has been agreed to which provides for meaningful consultation as well as 120 days advance notice of intent either to table any new legislation and/or to implement any devolution to the new health authority.

Also of note, a reconciliation preamble will now be included in the preface of the Collective Agreement.

Lastly, the Employer has withdrawn their proposal to freeze severance provision as of December 31, 2021. This means the severance provisions of Article 19 remain unchanged and will still form a part of your collective agreement.

The bargaining team comprised of

Kayla Abrams
Jonathon Deline
Laurel Cole
Justin Lemphers
Teresa MacKenzie
Tony Thomas
Steve Geick
Erna Post

unanimously recommend acceptance of this tentative agreement.

In Solidarity,

Lorraine Rousseau
PSAC Regional Executive Vice-President North



North·Nord

Public Service Alliance of Canada
Alliance de la Fonction publique du Canada

psacnorth.com

cc: Steve Geick, President, YEU
Directors Team
Negotiations Section
Susan O'Reilly A/Director, Representation and Legal Services Branch
Francois Picard, Regional Coordinator, North
Joshua Padden, Regional Representative
Yusur Al-Bahrani , Regional Political Communications Officer North
Reine Zamat, Supervisor, Membership Administration
Regional Office Branch National Mobilization
Megan Whitworth, Administrative Assistant, Membership Information
Chantal Wilson, Member Information Officer
Louise Casselman, Social Justice Fund Officer
Laura Avalos, Social Justice Fund Advisor

MOA - Appendix A

- 1) Reconciliation Preamble
- 2) Cultural Leave for Indigenous Employees
- 3) Interpretation and Definitions - Shifts
- 4) LOU RWO
- 5) Article 11.01 Time off for Representatives
- 6) Article 11.05 Grievance Hearings
- 7) Article 11.06 Contract Negotiation Meetings
- 8) Article 15.06 Shift Work
- 9) Article 15.18 Hour of Work
- 10) Article 17.02(3) Pay Administration
- 11) Article 17.03 (2) Shift Work
- 12) Article 18.01 Call Back
- 13) Article 20.01 Designated Paid Holiday
- 14) Article 26.03 & 26.04 Maternity and Parental Leave
- 15) Article 26.08 Compassionate Leave Without Pay
- 16) Article 26.09 Critical Incident Leave
- 17) Article 35 Tool Replacement
- 18) Article 42 Travel Bonus
- 19) Article 46 Competition Appeal Process
- 20) Article 53 Auxiliary On-Call
- 21) Article 54 Seasonal Auxiliary Employee

MOA - Appendix B

- 1) Term
- 2) General Wage Increase
- 3) Non-Wage Compensation Improvement
- 4) Nurses Pay Grids
- 5) LOU -01
- 6) Midwives Pay Grid
- 7) Hours of Work Midwifery Services
- 8) Acting Pay – Salary Payable for Acting Incumbent
- 9) Home Support and Home Care Nurses LOU Hours of Work
- 10) LOU F Regional Social Workers and Supervisor
- 11) LOU Retention Allowance Paramedics
- 12) LOU Retention Allowance Correctional Officers
- 13) LOU Retention Allowance Educational Psychologist, Occupational Therapist, Physiotherapist, School Community Consultant, Positive Behaviour Intervention & Support Consultant, Speech- Language Pathologist
- 14) LOU Health and Wellness Yukon
- 15) Professional Fees
- 16) LOU's to renew
- 17) LOU's to not renew

Appendix A

**IN THE MATTER OF COLLECTIVE BARGAINING BETWEEN YUKON GOVERNMENT
("Employer") AND PUBLIC SERVICE ALLIANCE OF CANADA ("Union")**

THE PARTIES AGREE TO AMEND THE COLLECTIVE AGREEMENT AS FOLLOWS:

NEW

Reconciliation Preamble

The Yukon Government and the Public Service Alliance of Canada respectfully acknowledge that this collective agreement has been negotiated on the lands that have been inhabited by First Nations people since time immemorial.

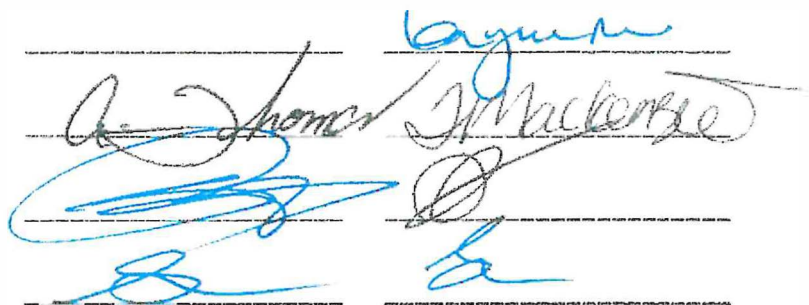
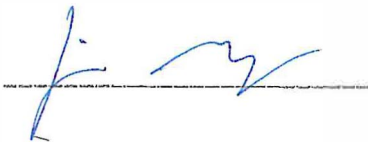
The Parties to this collective agreement recognize the ongoing consequences of settler colonialism, and the responsibilities they have to correct injustices imposed on Indigenous peoples, cultures and lands.

The parties are committed to seek opportunities to partner and support Indigenous communities and peoples.

Agreed to by the parties on 29 day of April, 2023 in Whitehorse.

Government of Yukon

Public Service Alliance of Canada



IN THE MATTER OF COLLECTIVE BARGAINING BETWEEN YUKON GOVERNMENT
("Employer") AND PUBLIC SERVICE ALLIANCE OF CANADA ("Union")

THE PARTIES AGREE TO AMEND THE COLLECTIVE AGREEMENT AS FOLLOWS:

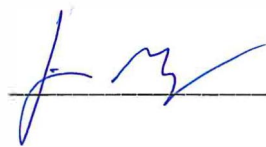
New

NEW

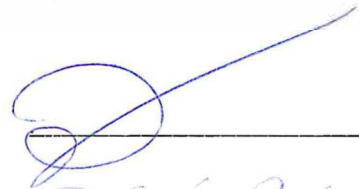
Cultural Leave for Indigenous Employees


- (a) Self-identified indigenous employees are entitled to up to five (5) days leave without pay per fiscal year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language.
- (b) The employee requesting this leave will provide as much notice as possible when requesting leave under this provision. Such requests will not be unreasonably denied.
- (c) Where leave is approved under this Article, the employee may use accumulated compensatory leave (Article 16.06) to convert one or more days of approved cultural leave from an unpaid to a paid leave. Where compensatory time is used for this purpose, the time taken will count towards the five (5) day maximum under this provision.


Government of Yukon




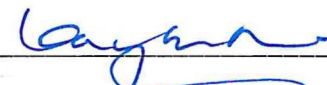
Public Service Alliance of Canada

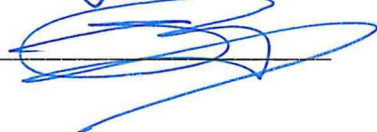












December 12, 2022

IN THE MATTER OF COLLECTIVE BARGAINING BETWEEN YUKON GOVERNMENT
("Employer") AND PUBLIC SERVICE ALLIANCE OF CANADA ("Union")

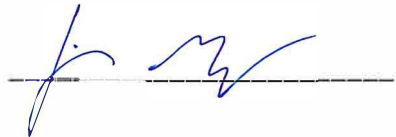
THE PARTIES AGREE TO AMEND THE COLLECTIVE AGREEMENT AS FOLLOWS:

ARTICLE 2: Interpretation and Definitions

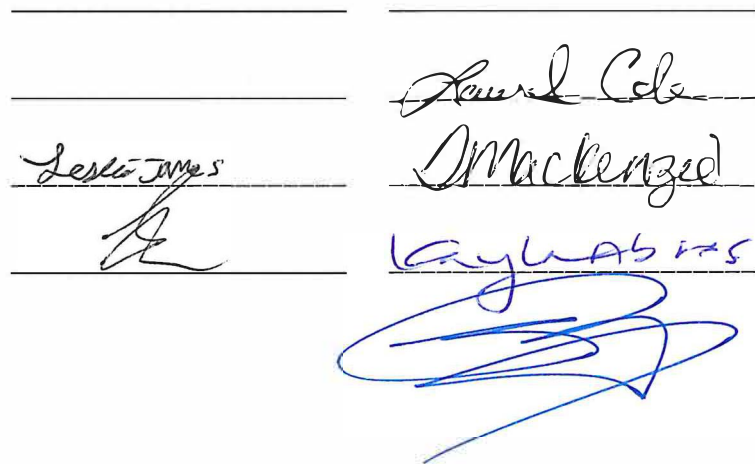
- (28) "Shifts" – are a scheduled period of work and shall be identified as follows:
- (a) ~~"graveyard"~~ "night" - that shift, the majority of which falls within the first third of the 24:00 hour clock;
 - (b) "day" - that shift, the majority of which falls within the second third of the 24:00 hour clock; and
 - (c) "evening" - that shift, the majority of which falls within the last third of the 24:00 hour clock.

Agreed to by the parties on 4th day of May, 2022 in Whitehorse.

Government of Yukon



Public Service Alliance of Canada



Three lines of signatures for the Public Service Alliance of Canada. The first line has a signature that appears to be "David Cole". The second line has a signature that appears to be "Mackenzie". The third line has a signature that appears to be "Layla Abis".

IN THE MATTER OF COLLECTIVE BARGAINING BETWEEN YUKON GOVERNMENT
("Employer") AND PUBLIC SERVICE ALLIANCE OF CANADA ("Union")

THE PARTIES AGREE TO AMEND THE COLLECTIVE AGREEMENT AS FOLLOWS:

ARTICLE 5&6, Letter of Understanding RWO

Letter of Understanding

Re: Transition measures RWO, complaints and grievances on an interim basis the parties agree to the following:

An employee has the right to seek assistance and/or involvement of a Union representative when alleging a violation of the current Articles 5.01, 6.01 and/or 6.02. The employee may elect to either ~~utilize the file-a grievance process~~ in accordance with Article 28 or participate in the RWO process as outlined below.

- a. The Respectful Workplace Office (RWO) will not undertake internal investigations or workplace assessments.
- b. In the event the RWO determines that an investigation is required, complaints will be referred as soon as possible and, in any event, no later than twenty (20) working days from the receipt of a complaint to either:
 - i. external investigation by a steering committee approved investigator; or
 - ii. referred to the Department of the complainant for investigation and follow up.
- iii. The RWO must advise the complainant, their Union representative, respondent, and the **Department of the Complainant** in writing once the mediation/ADR process has been completed, including whether the matter has been resolved to the satisfaction of the complainant and respondent.
- c. Employees will not be required to engage with the RWO and participation will be voluntary. In the case where there is mutual agreement to involve the RWO, it is understood by the parties, timelines in the grievance process (Article 28) will be suspended during this step.

NOTE: The Employer will be establishing an alternate process for intake and investigation of allegations related to article 6.

ARTICLE 5 AND 6



The language below would become effective on ~~July~~ November, 2023.

ARTICLE 5: Delete and replace with amended article 6

**ARTICLE 6: RESPECTFUL WORKPLACE DISCRIMINATION,
HARASSMENT AND WORKPLACE VIOLENCE**

6.01 The Employer, the employees and the Alliance recognize the importance of the Yukon Human Rights Act; the Yukon ~~Occupational Health and Safety~~ **Workers Safety and Compensation Act** as amended from time to time, and the right of all persons employed in the Public Service to work in an environment free from ~~sexual harassment and disrespectful conduct including bullying or abuse of authority~~ **violence, discrimination, 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:~~ For the purpose of this Article, definitions are as follows:

- (1) "Discrimination" means any form of adverse treatment based on any of the following grounds:
- (a) ancestry, including colour and race;
 - (b) national origin;
 - (c) ethnic or linguistic background or origin;
 - (d) religion or creed, or religious belief, religious association, or religious activity;
 - (e) age;
 - (f) sex, including pregnancy, and pregnancy related conditions;
 - (f.01) gender identity or gender expression;
 - (g) sexual orientation;
 - (h) physical or mental disability;
 - (i) criminal charges or criminal record;
 - (j) political belief, political association, or political activity;
 - (k) marital or family status;
 - (l) source of income;



(m) actual or presumed association with other individuals or groups whose identity or membership is determined by any of the grounds listed in paragraphs (a) to (m).

For clarity, the Parties agree that discrimination based on "sex" includes sexual harassment.

(2) "Disrespectful conduct" means behaviour by an individual directed against another individual that a reasonable person would consider disrespectful.

~~(3) "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.~~

(4) "Harassment" (including bullying) is defined as any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, which affect an employee's dignity and that result in a harmful work environment for the employee. A single serious incident of such behaviour that has a lasting harmful effect on an employee may also constitute harassment.

(5) "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.

(6) "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 their job, threaten the employee's economic livelihood, or significantly affect their physical or emotional well-being. It is not abuse of authority to exercise managerial responsibility legitimately.



(7) ~~Workplace violence involves any incidents where an employee is abused, threatened, or assaulted during the course of their employment. This includes the application of force, threat with or without a weapon and severe verbal abuse.~~

(7) Violence means any of the following that occurs in a workplace or is work-related:

(a) the threatened, attempted, or actual exercise of physical force by a person that causes, or is likely to cause, an injury to a worker; or

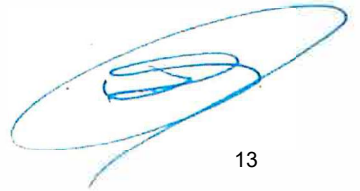
(b) a threatening statement made or any conduct engaged in by a person that gives a worker reasonable cause to believe that the worker is at risk of injury;

~~(8) "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 experience disrespectful conduct in the workplace have a right to seek assistance from the Respectful Workplace Office which will respond to their request for assistance in accordance with the Respectful Workplace Policy. An employee has the right to seek assistance and/or involvement of a Union representative when alleging a violation of Article 6.01 above.~~

6.04 All grievances filed under this article shall be treated with dispatch and strict confidentiality.

6.05 ~~The Parties (including employees and representatives of the Employer) shall participate fully in, and shall not interfere with, the processes and investigations established under the terms of the Respectful Workplace Policy. Members of the bargaining unit are entitled to be represented.~~



- 6.06 The complainant and respondent may, by mutual agreement, agree to use the Respectful Workplace Office (RWO) for dispute resolution alternatives such as mediation. The parties recognize that, in appropriate circumstances, informal dispute resolution processes may be in the best interests of all involved and where possible, will encourage employees to pursue this option. If the RWO is engaged, the matter will be held in abeyance until the completion of the RWO process. The RWO must advise the complainant, their Union representative, respondent, and the Department of the Complainant in writing once the mediation/ADR process has been completed, including whether the matter has been resolved to the satisfaction of the complainant and respondent.
- ~~6.07 A representative of the Union, appointed by the Union, will be a member of the Respectful Workplace Steering Committee as constituted under the Respectful Workplace Policy.~~
- ~~6.08 Only those amendments to the Respectful Workplace Policy agreed to by the Union will form part of the Collective Agreement. In the event that amendments are made to the Respectful Workplace Policy without the agreement of the Union, the Union may elect to revert to the Grievance Procedure in Article 28 or Article 58 Duration, Renewal and Re-Opener of Agreement.~~
- 6.09 When there is an alleged violation of Article 6.01, the employee may elect to use the grievance process in accordance with Article 28. Grievances arising from an alleged violation of this Article will be submitted to the Public Service Commission.
- 6.10 In the event an employee feels unsafe due to an alleged breach of Article 6.01, the employee has the right to seek immediate assistance to ensure a safe work environment and may rely upon the provisions contained in Article 32, Safety and Health.
- 6.11 Where the Respectful Workplace Policy and the Collective Agreement are in conflict, the Collective Agreement shall prevail.

6.12 Training

The Employer will continue to regularly provide training ~~for~~ to all Yukon Government employees that supports and enhances a respectful workplace environment.

The Union withdraws LOU J proposal and proposes the deletion of LOU J as a consequential amendment

The Union withdraws Union Proposal New LOU Investigations

Agreed to by the parties on 23 day of May, 2023 in Whitehorse.

Government of Yukon



Public Service Alliance of Canada



Three horizontal lines for signatures. The first line has a signature that appears to be "Kayla". The second line has a signature that appears to be "D. Mackenzie". The third line has a circular stamp or signature.

IN THE MATTER OF COLLECTIVE BARGAINING BETWEEN YUKON GOVERNMENT
("Employer") AND PUBLIC SERVICE ALLIANCE OF CANADA ("Union")

THE PARTIES AGREE TO AMEND THE COLLECTIVE AGREEMENT AS FOLLOWS:

ARTICLE 11.01

Time off for Representatives

11.01 Time off for Representatives:

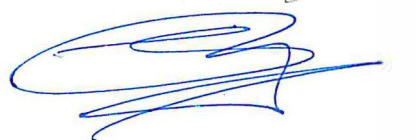
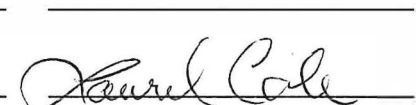
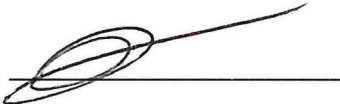
~~The Employer acknowledges that it will be necessary for employees serving as representatives to leave their work to perform tasks provided for in this agreement on behalf of the Union.~~

A representative shall obtain the permission of their immediate supervisor before leaving their work to investigate a grievance or a complaint of an urgent nature, ~~prepare a grievance(s)~~, to meet with local management for the purpose of dealing with grievances, and to attend meetings called by management. ~~Such permission shall not be unreasonably withheld. No unreasonable restrictions shall be placed on such employees in the exercise of their duties.~~

Agreed to by the parties on 13th day of January, 2023 in Whitehorse.

Government of Yukon

Public Service Alliance of Canada



IN THE MATTER OF COLLECTIVE BARGAINING BETWEEN YUKON GOVERNMENT
("Employer") AND PUBLIC SERVICE ALLIANCE OF CANADA ("Union")

THE PARTIES AGREE TO AMEND THE COLLECTIVE AGREEMENT AS FOLLOWS:

ARTICLE 11.05

Grievance

Hearings

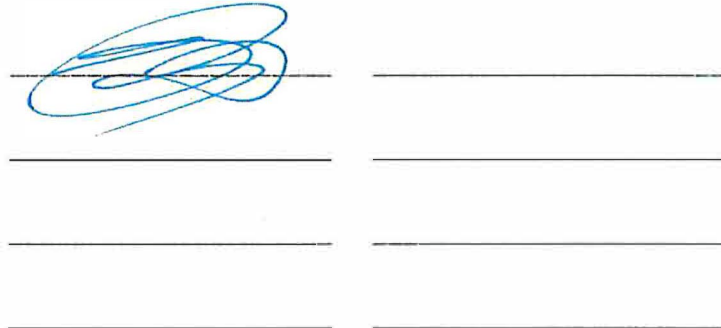
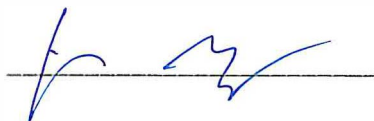
11.05 Grievance Hearings:

- (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 ~~they~~ **their** grievance outside their headquarters area, the Employer shall not be liable for any expenses related thereto.

Agreed to by the parties on 23 day of MAY, 2023 in Whitehorse.

Government of Yukon

Public Service Alliance of Canada



IN THE MATTER OF COLLECTIVE BARGAINING BETWEEN YUKON GOVERNMENT
("Employer") AND PUBLIC SERVICE ALLIANCE OF CANADA ("Union")

THE PARTIES AGREE TO AMEND THE COLLECTIVE AGREEMENT AS FOLLOWS:

ARTICLE 11.06

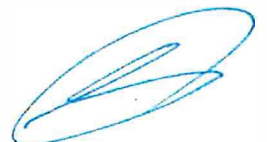
Contract Negotiation Meetings

11.06 Contract Negotiation Meetings:

- (1) Where operational requirements permit, the Employer will grant leave without pay to a maximum of six (6) employees for the purpose of attending contract negotiation meetings on behalf of the Alliance. The Employer agrees that while employees are attending contract negotiation meetings, the Employer shall continue any fringe benefit contributions and employees shall continue to earn any applicable credits.
- (2) The Parties have agreed that two (2) of the six (6) employees attending contract negotiation meetings in (1) above, where practicable, will be from a location outside of the City of Whitehorse.
- (3) Notwithstanding (1) where the employee has been granted leave without pay to attend the initial contract negotiation meeting on behalf of the Alliance, the Employer will grant leave without pay to the employee for all subsequent contract negotiation meetings.
- (4) **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.**

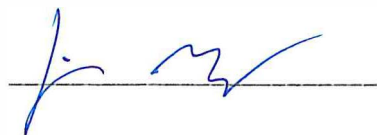
11.10 Representatives' Training Courses:

- (1) Where operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a Representative on behalf of the Alliance to undertake training related to the duties of a Representative and/or to travel on Union business within the Yukon.
- (2) Where operational requirements permit and where the Alliance has advised the Employer in advance of the employee's name and committee appointed to, the
- (3) Employer will grant leave without pay to employees who have been appointed to committees by the Union to undertake training related to that committee.
- (4) ~~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.~~

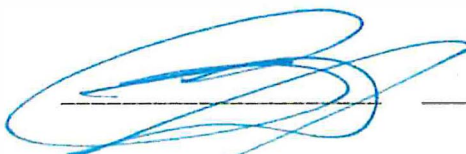


Agreed to by the parties on 23 day of MAY, 2023 in Whitehorse.

Government of Yukon



Public Service Alliance of Canada



IN THE MATTER OF COLLECTIVE BARGAINING BETWEEN YUKON GOVERNMENT
("Employer") AND PUBLIC SERVICE ALLIANCE OF CANADA ("Union")

THE PARTIES AGREE TO AMEND THE COLLECTIVE AGREEMENT AS FOLLOWS:

ARTICLE 15.06 (3)

Shift Work

15.06 Shift Work

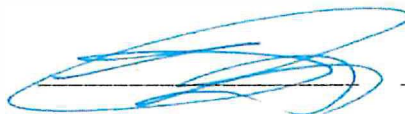
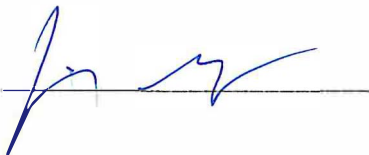
- (3) Primary Health Care Nurses,
Primary Health Care Nurses in Charge,
Critical Care Paramedics,
Team Lead, Emergency Response Communications Officer,
Primary Care Paramedic,
Medevac-Advanced Care Paramedic
Team Lead Medevac
Medevac-Critical Care Paramedic
Medevac-Critical Care Nurses,
Advance Care Paramedic,
~~Senior Station Supervisor~~
Wildland Firefighters,
Senior Supervisor, Whitehorse EMS Operations,
Supervisor, Whitehorse Stations
Community EMS Supervisor,
Community Paramedic and
Community Responder

shall be provided with a full eight (8) hours of rest without loss of regular pay before the commencement of their next regular shift.

Agreed to by the parties on 23rd day of MAY, 2023 in Whitehorse.

Government of Yukon

Public Service Alliance of Canada



IN THE MATTER OF COLLECTIVE BARGAINING BETWEEN YUKON GOVERNMENT
("Employer") AND PUBLIC SERVICE ALLIANCE OF CANADA ("Union")

THE PARTIES AGREE TO AMEND THE COLLECTIVE AGREEMENT AS FOLLOWS:

ARTICLE 15.18 Hours of Work

15.18 ~~Hours of Work – Manager Environmental Education and Youth Programs and Youth Programs Coordinator (Department of Environment)~~

~~Hours of work for regular and seasonal Environmental Education Specialist Manager Environmental Education and Youth Programs, and Youth Programs Coordinator (Department of Environment) shall be scheduled so that:~~

~~(1) (a) (i) Between June 15 and September 15, inclusive, for a maximum period of eleven (11) weeks scheduled consecutively, when camps are in operation, employees shall work ten (10) consecutive days followed by four (4) consecutive days of rest;~~

~~(ii) Notwithstanding Article 15.18(1)(a) above and Article 15.03, by mutual consent between the employee and the Employer, the employee may vary their scheduled days of work and rest between June 15 and September 15, provided that:~~

~~1) A 5:2 ratio of days of work to days of rest is maintained;
and~~

~~2) No more than fifteen (15) consecutive regular work days and no less than five (5) consecutive regular workdays are scheduled in any one block:~~

~~(b) Between September 16 and June 14, employees shall work according to Article 15.01.~~

~~(c) At all times when the camps are not in operation, employees shall work seven and one half (7½) consecutive hours per day, exclusive of an unpaid meal period.~~

~~(d) Notwithstanding (c) above, when the camps are operational and regular seven and one half (7½) hour shifts have not been scheduled, employees shall receive, in addition to their regular pay, pay for four (4) additional hours~~



~~at the rate of time and one-half (1½) for each twenty-four (24) hour period assigned to the camp.~~

~~(2) Notwithstanding Articles 15 and 16 of the collective agreement, the Parties agree that the following conditions will apply to seasonal employees working at Herschel Island:~~

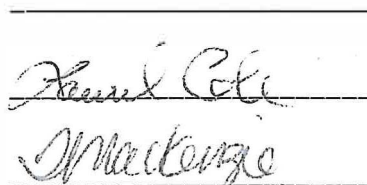
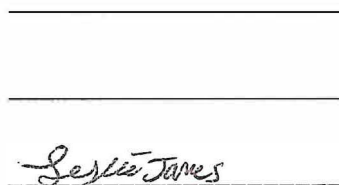
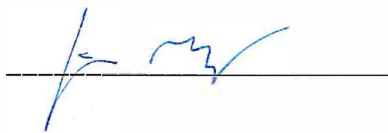
15.18 Park Rangers/Park Interpreters Herschel Island


1. Hours of work for Park Rangers and ~~Park Interpreters~~ will be scheduled so that over a period of twenty-eight (28) consecutive calendar days, the employee shall:
 - i. work an average of 37½ hours per week, Monday through Sunday; and
 - ii. work an average of 7½ hours per day, exclusive of a paid meal period.
2. Hours of work authorized in excess of one hundred and fifty (150) hours in the twenty-eight (28) calendar day period will be compensated at the rate of time and one-half (1½T). Designated holidays which fall within the twenty-eight (28) calendar day period shall be subtracted from the total of one hundred and fifty (150) hours.
3. During each twenty-eight (28) consecutive calendar day period, the Park Ranger and ~~Park Interpreters~~ will be scheduled to be on Herschel Island for fifteen (15) consecutive days, including the days of travel to and from Herschel Island, and thirteen (13) consecutive days off of Herschel Island.

Agreed to by the parties on 4th day of May, 2022 in Whitehorse.

Government of Yukon

Public Service Alliance of Canada




_____ Kayla Abernethy


IN THE MATTER OF COLLECTIVE BARGAINING BETWEEN YUKON GOVERNMENT
("Employer") AND PUBLIC SERVICE ALLIANCE OF CANADA ("Union")

THE PARTIES AGREE TO AMEND THE COLLECTIVE AGREEMENT AS FOLLOWS:

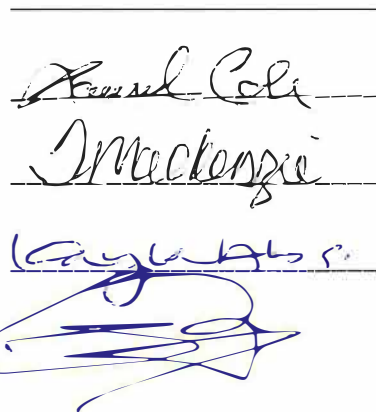
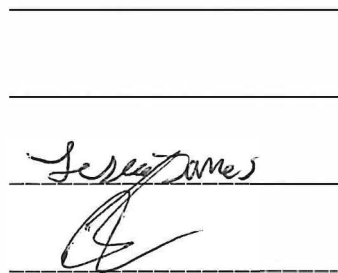
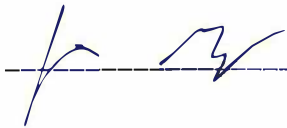
ARTICLE 17.02 (3) Pay Administration

- 17.02 (1) Regular and seasonal employees shall be paid bi-weekly with pay days being alternate Wednesdays in accordance with the pay system of the Employer.
- (2) Pay days for on-call employees will be bi-weekly, on alternate Wednesdays, with the employees being paid two (2) weeks in arrears for all hours worked up to and including the previous pay day.
- ~~(3) Notwithstanding (1) above, seasonal employees occupying the position of supervisor or receptionist at the Visitor Information Centres, tour guides, Park Maintenance Personnel, and Yukon Beringia Interpretive Centre Guides and supervisor shall be paid two (2) weeks in arrears for all hours worked up to and including the previous pay day.~~

Agreed to by the parties on 4th day of May, 2022 in Whitehorse.

Government of Yukon

Public Service Alliance of Canada



IN THE MATTER OF COLLECTIVE BARGAINING BETWEEN YUKON GOVERNMENT
("Employer") AND PUBLIC SERVICE ALLIANCE OF CANADA ("Union")

THE PARTIES AGREE TO AMEND THE COLLECTIVE AGREEMENT AS FOLLOWS:

ARTICLE 17.03 (2)

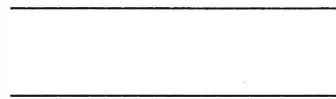
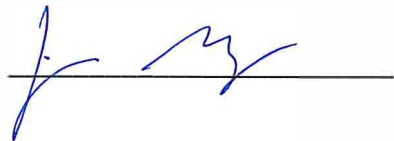
Shift Work

- 17.03 (1) Employees who have earned overtime compensation, any other extra allowance, or acting pay in addition to their regular pay shall receive such remuneration within four weeks of the day such remuneration was earned.
- (2) Subject to an appeal by the Employer, a written decision from any level in the grievance procedure that restores an employee's pay shall be implemented within **four weeks** ~~six pay periods~~ of the written decision.
- (3) Upon the written request of an on-call employee to the Public Service Commission, the Employer will provide the employee with a statement of hours worked.

Agreed to by the parties on 13th day of December, 2022 in Whitehorse.

Government of Yukon

Public Service Alliance of Canada



General Cole
D MacKenzie



**IN THE MATTER OF COLLECTIVE BARGAINING BETWEEN YUKON GOVERNMENT
("Employer") AND PUBLIC SERVICE ALLIANCE OF CANADA ("Union")**

THE PARTIES AGREE TO AMEND THE COLLECTIVE AGREEMENT AS FOLLOWS:

ARTICLE 18

Call Back

18.01 Call Back Pay

- (1) Effective August 1, 2019, if
- (a) for a regular full-time or seasonal full-time employee, after they have completed their work for the day and has left their place of work; or
 - (b) for a regular full-time or seasonal full-time employee, on a designated holiday or a day of rest; or
 - (c) for a regular full-time or seasonal full-time employee, after the expiry of their scheduled regular hours of work on a day they are granted leave;
or
 - (d) for an on-call employee, after they have completed the normal full-time daily hours of work and has left their place of work,

a regular full-time or seasonal full-time employee is called back to work and returns to work within 24 hours from the end of their last regular scheduled work, or an on-call employee returns to work the same day, they shall be entitled, on each occasion, to the greater of:

- (i) compensation at the applicable overtime rate for any time worked, plus in addition to any overtime compensation, two (2) hours pay at straight time; or
 - (ii) compensation equivalent to four (4) hours pay at the straight time rate.
- (2) 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 the applicable overtime rate rounded up to the nearest 15 minute-period.
- (3) When an employee reports to work overtime for which they have been recalled under the conditions described in Clause 18.01(1) and is required to use public or commercial transportation services, they shall be reimbursed for reasonable expenses incurred as follows:
- (a) The actual cost of public or commercial transportation each way, upon the production of a receipt for payment of transportation; or



- (b) When the employee travels, as authorized, by means of their own automobile, mileage allowance at the rate paid by the Employer under the Travel Directive.

Time spent by the employee reporting to work in their headquarters area or returning to their residence shall not constitute time worked but when an employee is required to travel outside of their headquarters area, travel time will be considered time worked.

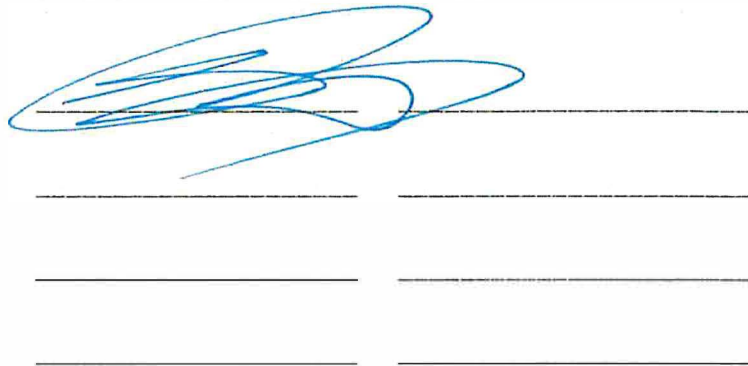
- (4) Subject to emergency situations, in the event an Emergency Medical Services shift work employee, works five (5) or more hours in the eight (8) hour period immediately preceding the regularly scheduled shift, they shall not be required to report for work during either the first four (4) hours, or the last four (4) hours of their next regularly scheduled shift, and shall suffer no loss of wages. The provision will only apply to regularly scheduled shifts.

Agreed to by the parties on 23rd day of MAY, 2023 in Whitehorse.

Government of Yukon

A blue ink signature is written over a horizontal line.

Public Service Alliance of Canada

A large, stylized blue ink signature is written over a horizontal line. Below this line are three additional horizontal lines, each consisting of a solid line on the left and a dashed line on the right.

IN THE MATTER OF COLLECTIVE BARGAINING BETWEEN YUKON GOVERNMENT
("Employer") AND PUBLIC SERVICE ALLIANCE OF CANADA ("Union")

THE PARTIES AGREE TO AMEND THE COLLECTIVE AGREEMENT AS FOLLOWS:

ARTICLE 20 Designated Paid Holidays

DESIGNATED PAID HOLIDAYS

20.01 (1) The following days are designated paid holidays for employees:

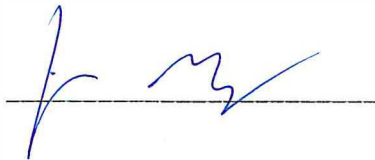
- (a) New Year's Day
- (b) National Heritage Day
- (c) Good Friday
- (d) Easter Monday
- (e) Victoria Day
- (f) National Aboriginal Day
- (g) Canada Day
- (h) Discovery Day
- (i) Labour Day
- (j) **National Day for Truth and Reconciliation**
- (k) Thanksgiving Day
- (l) Remembrance Day
- (m) Christmas Day
- (n) Boxing Day

(2) Any day proclaimed by the Government of Canada as a National Holiday or the Yukon Legislature as a Territorial Holiday other than a designated paid holiday mentioned in 20.01(1) above, shall be proclaimed as a designated paid holiday.

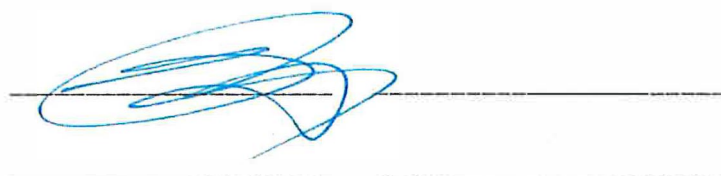
(3) Where the Government of Canada changes the name of a designated paid holiday mentioned in 20.01(1) above, the former title shall be deemed to be deleted and the new title of the National Holiday shall be deemed to be inserted into the contract.

Agreed to by the parties on 23rd day of May, 2023 in Whitehorse.

Government of Yukon



Public Service Alliance of Canada



IN THE MATTER OF COLLECTIVE BARGAINING BETWEEN YUKON GOVERNMENT
("Employer") AND PUBLIC SERVICE ALLIANCE OF CANADA ("Union")

THE PARTIES AGREE TO AMEND THE COLLECTIVE AGREEMENT AS FOLLOWS:

ARTICLE 26.03 and 26.04 Maternity Leave and Parental Leave

Article 26 Maternity Leave

26.03 Maternity Leave

- (c) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Employment Insurance Benefit Plan will consist of the following:

- (i) where the employee is subject to a waiting period, **as applied by Service Canada**, ~~of two (2) weeks~~ before receiving employment insurance maternity benefits, an allowance of ninety-three percent (93%) of their weekly rate of pay for ~~the each week of the two week~~ waiting period, less any other monies earned during this period; and

for up to a maximum of fifteen (15) weeks, payments equivalent to the difference between the Employment Insurance benefits that the employee received at the actual time of the maternity leave and ninety-three percent (93%) of their weekly rate of pay, less any other monies earned during this period.

Article 26 Parental Leave

26.04 7 (c) (i)

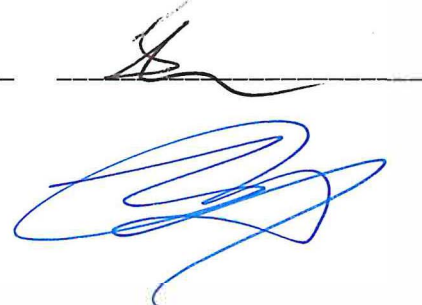
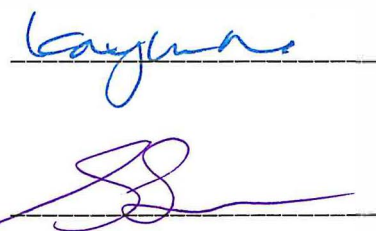
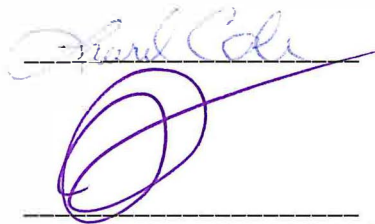
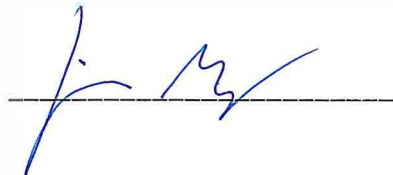
- (c) In respect of the period of parental leave, parental leave allowance payments made according to the Supplementary Employment Insurance Benefit Plan will consist of the following:

- (i) where the employee is subject to a **waiting period, as applied by Service Canada**, ~~one (1) week~~ waiting period before receiving employment insurance parental benefits, an allowance of ninety-three percent (93%) of their weekly rate of pay for the waiting period, less any other monies earned during this period; and
- (ii) for up to a maximum of sixteen ^{15.88} ~~(16)~~ weeks, payments equivalent to the difference between the Employment Insurance standard benefits and ninety-three (93%) of their weekly rate of pay, less any other monies earned during this period.

Agreed to by the parties on 13th day of December, 2022 in Whitehorse.

Government of Yukon

Public Service Alliance of Canada



IN THE MATTER OF COLLECTIVE BARGAINING BETWEEN YUKON GOVERNMENT
("Employer") AND PUBLIC SERVICE ALLIANCE OF CANADA ("Union")

THE PARTIES AGREE TO AMEND THE COLLECTIVE AGREEMENT AS FOLLOWS:

ARTICLE 26.08

Compassionate Leave Without Pay





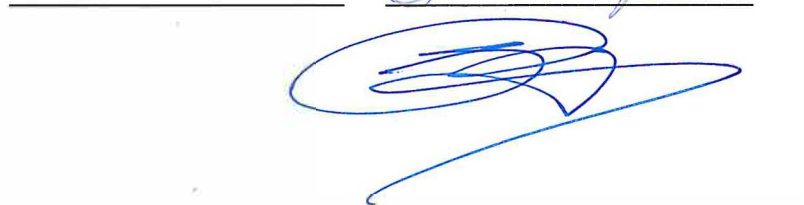
26.08 Compassionate Leave Without Pay

Upon reasonable notice from an employee, the Employer shall grant an employee up to Twenty- eight (28) weeks of compassionate leave without pay to care for a critically ill member of the employee's immediate family, as defined under the ***Yukon Employment Standards Act***.

Agreed to by the parties on 130 day of December 2022 in Whitehorse.

Government of Yukon

Public Service Alliance of Canada

IN THE MATTER OF COLLECTIVE BARGAINING BETWEEN YUKON GOVERNMENT
("Employer") AND PUBLIC SERVICE ALLIANCE OF CANADA ("Union")

THE PARTIES AGREE TO AMEND THE COLLECTIVE AGREEMENT AS FOLLOWS:

ARTICLE 26.09

Critical Incident Leave

Article 26.09 Critical Incident Leave

26.09 Critical Incident Leave

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:

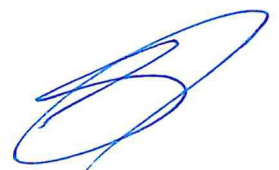
- a) directly experiencing the event(s);
- b) witnessing, in person, the event(s) as it occurred to others; or
- c) experiencing repeated or extreme exposure to details of the traumatic event(s).

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 employees who have experienced a work-related, traumatic event. Critical incident stress debriefing and appropriate support shall be made available for all employees who require it. Appropriate resources will be made available as soon as possible following the incident. Accessing support 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.



26.09 Critical Incident Leave

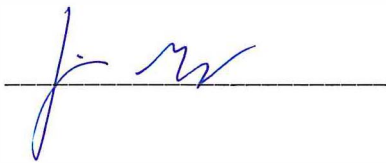
For the purposes of this Article, a traumatic event is a sudden and unexpected event which is considered uncommon with respect to the inherent risks of the occupation and is usually horrific, or has elements of actual or potential violence. Examples of traumatic events include, but are not limited to:

- (1) witnessing a fatality or a horrific injury;
- (2) being the victim of an armed robbery or hostage taking;
- (3) being subjected to physical violence; and
- (4) being subjected to threats of physical violence when there is reason to believe the threat is serious and harmful to self or others (e.g. bomb threat or confronted with a weapon).

Critical incident stress defusing shall be provided to employees who have experienced a work-related, traumatic event. 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. Critical incident stress debriefing and appropriate support shall be made available for all employees who require it. Appropriate resources will be made available as soon as possible following the incident. Accessing support will be without loss of pay

Agreed to by the parties on 22 day of July, 2022 in Whitehorse.

Government of Yukon



Public Service Alliance of Canada






IN THE MATTER OF COLLECTIVE BARGAINING BETWEEN YUKON GOVERNMENT
("Employer") AND PUBLIC SERVICE ALLIANCE OF CANADA ("Union")

THE PARTIES AGREE TO AMEND THE COLLECTIVE AGREEMENT AS FOLLOWS:

ARTICLE 35

Tool Replacement and Allowance

35.01 Tool Replacement

- (1) The Employer will replace worn or broken tools of its employees designated as:
- Automotive Mechanic
 - Automotive Mechanic Foreperson
 - Building Engineer
 - Carpenter
 - Electrician
 - Heavy Equipment Mechanic
 - Heavy Equipment Mechanic Foreperson
 - Heavy Equipment Operator
 - HVAC/Refrigeration Mechanic
 - Industrial Mechanic
 - Labourer
 - Oil Burner Mechanic
 - ~~Park Attendant~~
 - ~~Parks Signmaker~~
 - Partsperson
 - Plumber
 - Road Foreperson
 - Trades Foreperson – Carpentry
 - Trades Foreperson - Electrical
 - Foreperson, Building Engineers
 - Trades Foreperson – Mechanical
 - Trades Foreperson – Plumbing
 - Transportation Maintenance Foreperson (Dawson City)
 - Transportation Maintenance Foreperson (Whitehorse)
 - Welder



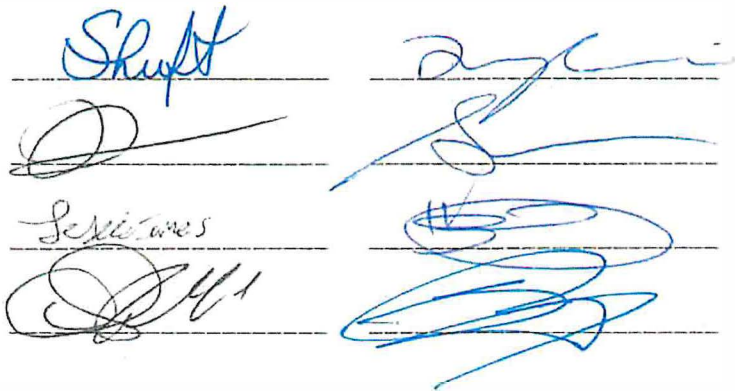
provided tools have been worn or broken on the job and are required by the employees in the performance of their normal duties. Tools which are under warranty will not be covered by this Article.

Agreed to by the parties on 18th day of November 2021 in Whitehorse.

Government of Yukon



Public Service Alliance of Canada



IN THE MATTER OF COLLECTIVE BARGAINING BETWEEN YUKON GOVERNMENT
("Employer") AND PUBLIC SERVICE ALLIANCE OF CANADA ("Union")

THE PARTIES AGREE TO AMEND THE COLLECTIVE AGREEMENT AS FOLLOWS:

ARTICLE 42 Travel Bonus for Regular Employees Outside of Whitehorse

42.02 (1) ~~All regular employees whose headquarters area is outside the City of Whitehorse shall be entitled to submit a claim once per fiscal year equivalent to the cost of one (1) round trip to Whitehorse at the mileage rate paid to an employee in accordance with the Employer's current Travel Directive.~~

(1) For all regular employees whose headquarters area is outside of the City of Whitehorse, there shall be an automatic claim assessed once per fiscal year equivalent to the cost of one (1) round trip to Whitehorse at the mileage rate paid to an employee in accordance with the Employer's current Travel Directive.

(2) ~~"Current" means the mileage rate in effect on the date the regular employee submits their claim, and the "round trip" shall be based on the official road mileage distance from the regular employee's community to Whitehorse and return.~~

(2) "Current" means the mileage rate in effect on April 1 and the "round-trip" shall be paid on the second pay in April based on the official road mileage distance from the regular employee's community to Whitehorse and return.

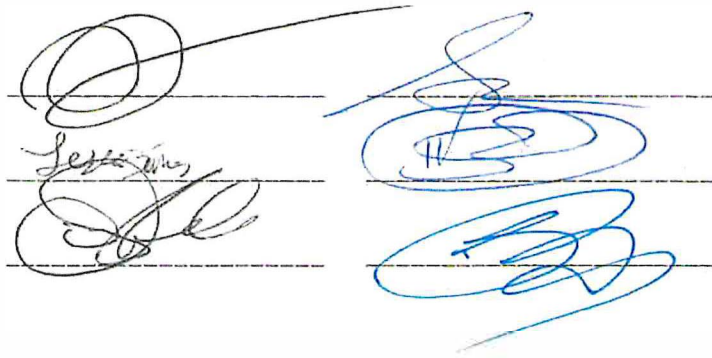
(3) Regular employees resident in Old Crow shall be entitled to submit a claim once per fiscal year equivalent to the cost of one (1) economy return air fare from Old Crow to Whitehorse for the employee, their spouse and one child.

Agreed to by the parties on 18th day of November 2021 in Whitehorse.

Government of Yukon

Public Service Alliance of Canada





IN THE MATTER OF COLLECTIVE BARGAINING BETWEEN YUKON GOVERNMENT
("Employer") AND PUBLIC SERVICE ALLIANCE OF CANADA ("Union")

THE PARTIES AGREE TO AMEND THE COLLECTIVE AGREEMENT AS FOLLOWS:

ARTICLE 46

Competition Appeal Process

46.01 (4) The appeal must be presented to the ~~Corporate Human Resources and Diversity Services~~ **Staffing Management and Solutions** Branch of the Public Service Commission within five (5) working days of the date that the candidates were advised (either by email or verbally) of the decision, or when those who were not interviewed were advised they were unsuccessful.

46.04 Exemptions from Competition

When the Public Service Commission proposes an appointment without competition and an employee feels their promotional opportunities have been prejudicially affected they may appeal provided the appeal is brought forward by the union to **Staffing Management and Solutions** ~~the Director, Corporate Human Resources and Diversity Services~~.

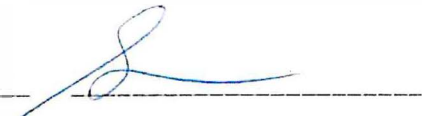

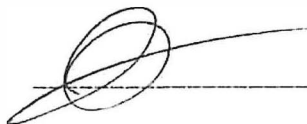
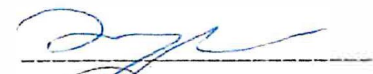

~~Corporate Human Resources and Diversity Services~~ **Staffing Management and Solutions** will assess the appellant's qualifications and if it is determined that the appellant's qualifications meet the essential qualifications required for the position, the exemption may be cancelled.

If it is determined that the appellant's qualifications do not meet the essential qualifications required for the position, the Union will be advised of the decision and may forward the appeal to arbitration, which will be dealt with in the manner outlined in 46.01(6)(b).

Agreed to by the parties on 18th day of November, 2021 in Whitehorse.

Government of Yukon

Public Service Alliance of Canada



IN THE MATTER OF COLLECTIVE BARGAINING BETWEEN YUKON GOVERNMENT
("Employer") AND PUBLIC SERVICE ALLIANCE OF CANADA ("Union")

THE PARTIES AGREE TO AMEND THE COLLECTIVE AGREEMENT AS FOLLOWS:

ARTICLE 53

Auxiliary On-Call

53.08 Severance Pay

(1) Permanent Release - Inactivity

An on-call employee who has worked 1950 regular hours of work of continuous employment and who is permanently released pursuant to Article 53.07(5) is entitled to be paid severance pay at the time of permanent release.

(2) In the case of an on-call employee who is permanently released pursuant to Article 53.07(5) for the first time, the amount of severance pay shall be eight (8) days pay for the first, and four (4) days pay for each succeeding, completed 1950 regular hours of work of continuous employment, but the total amount of severance pay which may be paid under this clause shall not exceed one hundred and twenty (120) days pay.

(3) In the case of an on-call employee who is permanently released pursuant to Article 53.07(5) for a second or subsequent time, the amount of severance pay shall be four (4) days pay for each completed 1950 regular hours of work of continuous employment, less any period in respect of which they were granted severance pay, but the total amount of severance pay which may be paid under this clause shall not exceed one hundred and sixteen (116) days pay.

(2) In no case shall the total amount of severance pay exceed one hundred and twenty (120) days pay, regardless of the number of times an on-call employee is permanently released pursuant to Article 53.07(5).

(3) Resignation:

Subject to paragraph (6) below, an on-call employee who has worked 9750 or more regular hours of work of continuous employment is entitled to be paid on resignation from the Public Service severance pay equal to two (2) days pay for each completed 1950 regular hours of work of continuous employment to a maximum of fifty-six (56) days pay, less any period in respect of which they were granted severance pay.



(6) Retirement:

On termination of employment, except for termination for just cause, an on-call employee who is entitled to an immediate annuity or an immediate annual allowance under the *Public Service Superannuation Act* shall be paid severance pay equal to four (4) days pay for each completed 1950 regular hours of work of continuous employment, less any period in respect of which they were granted severance pay.

(7) Rejection on Probation:

On rejection on probation from a different position during their continuous employment than the one to which an on-call employee was initially appointed, when the on-call employee has worked more than 1950 regular hours of work of continuous employment and ceases to be employed by reason of rejection during a probationary period, the employee shall be entitled to four (4) days pay for each completed 1950 regular hours of work of continuous employment with a maximum of one hundred and sixteen (116) days pay.

(8) ~~Notwithstanding the above provisions, a full-time employee who takes a part-time position within two (2) years of their retirement date shall receive full-time severance on retirement for that period.~~

Agreed to by the parties on 18th day of NOVEMBER, 2021 in Whitehorse.

Government of Yukon



Public Service Alliance of Canada



IN THE MATTER OF COLLECTIVE BARGAINING BETWEEN YUKON GOVERNMENT
("Employer") AND PUBLIC SERVICE ALLIANCE OF CANADA ("Union")

THE PARTIES AGREE TO AMEND THE COLLECTIVE AGREEMENT AS FOLLOWS:

ARTICLE 54

Seasonal Auxiliary Employees

54.14 Severance Pay

(1) Resignation:

Subject to paragraph (2) below, a seasonal employee who has worked 9750 or more regular hours of work of continuous employment is entitled to be paid on resignation from the Public Service severance pay equal to two (2) days pay for each completed 1950 regular hours of work of continuous employment to a maximum of fifty-six (56) days pay, less any period in respect of which they were granted severance pay.

(2) Retirement:

On termination of employment, except for termination for just cause, a seasonal employee who is entitled to an immediate annuity or an immediate annual allowance under the *Public Service Superannuation Act* shall be paid severance pay equal to four (4) days pay for each completed 1950 regular hours of work of continuous employment, less any period in respect of which they were granted severance pay.

(3) Rejection on Probation:

On rejection on probation from a different position during their continuous employment than the one to which a seasonal employee was initially appointed, when the auxiliary employee has worked more than 1950 regular hours of work of continuous employment and ceases to be employed by reason of rejection during a probationary period, the employee shall be entitled to four (4) days pay for each completed 1950 regular hours of work of continuous employment with a maximum of one hundred and sixteen (116) days pay.

(4) ~~Notwithstanding the above provisions, a full-time employee who takes a part-time position within two (2) years of their retirement date shall receive full-time severance on retirement for that period.~~

Agreed to by the parties on 18th day of November, 2021 in Whitehorse.

Government of Yukon

Public Service Alliance of Canada



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Appendix B

1. Term of the Collective Agreement

Three (3) years: January 1, 2022 – December 31, 2024

2. General Wage Increase LOU Y

Effective January 1, 2022 4.5%

Effective January 1, 2023 3%

Effective January 1, 2024 3%

3. Non-Wage Compensation Improvements

Auxiliary Benefit Allowance

55.01 (1) An on-call employee shall be paid **four dollars (\$4.00)** ~~two dollars (\$2.00)~~ per regular hour worked in lieu of all health and welfare benefits and leave entitlements otherwise provided to seasonal employees.

Shift Premium

18.04 (1) ~~Effective January 1, 2020,~~ Shift work employees shall receive a shift premium of:

Three dollars (\$3.00) ~~two dollars and twenty-five cents (\$2.25)~~ per hour for all hours worked between four (4:00) p.m. and eight (8:00) a.m., including overtime hours worked.

(2) In view of the Employer's requirement to maintain library services to the general public on a regularly scheduled basis, employees designated as Library Assistants whose shift schedule commences after twelve (12:00) noon and extends beyond six (6:00) p.m. shall be entitled to receive a shift premium of **three dollars (\$3.00)** ~~two dollars and twenty-five cents (\$2.25)~~ for all hours worked as indicated.

(3) Effective January 1, 2020, Licencing and Compliance Officers and Court Clerks shall be paid a shift differential for hours worked after four (4:00) p.m. when doing night inspections and/or road trips or circuit court.

4. Nurse Pay Grid Increases

Proposed Nurse pay grid

revised Dec. 13/22

Proposed Nurse Pay Grids				
6.00% Increase to Salaries and Grid - LPN (12&13) 10.00% Increase to Salaries and Grid - RNs ST15 9.00% Increase to Salaries and Grid - RNs ST16 7.75% Increase to Salaries and Grid - RNs ST17 6.25% Increase to Salaries and Grid - RNs ST18 4.50% Increase to Salaries and Grid - NP				
Effective January 1, 2022				
Pay Range	Annual Min	Annual Max	37.5 Hrs Min	37.5 Hrs Max
12	74,212	85,967	37.93	43.94
13	77,693	90,033	39.71	46.02
14 (n/a)	83,349	96,633	42.60	49.39
15	89,004	103,233	45.49	52.76
16	92,913	107,817	47.49	55.10
17	96,997	112,603	49.57	57.55
18	101,201	117,528	51.72	60.07
19	105,616	122,717	53.98	62.72

Proposed Nurse Pay Grids				
0% Increase to Salaries and Grid Effective January 1, 2023				
Pay Range	Annual Min	Annual Max	37.5 Hrs Min	37.5 Hrs Max
12	74,212	85,967	37.93	43.94
13	77,693	90,033	39.71	46.02
14 (n/a)	83,349	96,633	42.60	49.39
15	89,004	103,233	45.49	52.76
16	92,913	107,817	47.49	55.10
17	96,997	112,603	49.57	57.55
18	101,201	117,528	51.72	60.07
19	105,616	122,717	53.98	62.72

Proposed Nurse Pay Grids				
9.00% Increase to Salaries and Grid LPN 12-13 9.00% Increase to Salaries and Grid RN level 15 9.00% Increase to Salaries and Grid RN level 16 9.00% Increase to Salaries and Grid RN level 17-18 9.00% Increase to Salaries and Grid RN level 19 (NP)				
Effective January 1, 2024				
Pay Range	Annual Min	Annual Max	37.5 Hrs Min	37.5 Hrs Max
12	80,891	93,704	41.34	47.89
13	84,685	98,136	43.28	50.16
14 (n/a)	90,850	105,330	46.43	53.83
15	97,014	112,524	49.58	57.51
16	101,275	117,521	51.76	60.06
17	105,727	122,737	54.04	62.73
18	110,309	128,106	56.38	65.47
19	115,121	133,762	58.84	68.36

The parties have also agreed to the following changes as a result of the creation of the new Nurse pay grid:

- LOU "O" Registered Nurses' Market Adjustment Allowance removed from Collective Agreement on ratification (exchanged for additional pensionable income under the proposed pay grids above)
- Effective April 1, 2024, new \$8,000 LOU "O-1 (C)" Primary Health Care Nurse (PHCN) Retention Allowance
- Effective April 1, 2024, new \$18,000 LOU "O-1 (D)" Primary Health Care Nurse in Charge (PHCNIC) Retention Allowance
- Effective April 1, 2024 – LOA Nurses Bonus expires
- The above Pay Grids do not include GWI's

LETTER OF UNDERSTANDING "O -1"

RN/PHCN/PHCNIC RETENTION ALLOWANCE AND REGISTERED NURSES OUTSIDE OF WHITEHORSE RECRUITMENT AND RETENTION ALLOWANCE

In recognition that the Employer is having difficulty recruiting and retaining Registered Nurses (RNs) in many program areas, particularly Community Nursing, the Parties have agreed to the following terms and conditions:

A. REGISTERED NURSES RETENTION ALLOWANCE

Effective on July 1, 2019, all Registered Nurses will be eligible for a retention allowance of up to three-thousand dollars (\$3,000.00) per annum. Registered Nurses are those employees appointed to positions designated by the Employer as requiring a Registered Nurse and who must be registered with the Yukon Registered Nurses Association, and who either perform nursing duties as a significant portion of their work responsibilities or directly supervise Registered Nurses who perform nursing duties as a significant portion of their work responsibilities.

B. REGISTERED NURSES OUTSIDE OF WHITEHORSE RECRUITMENT/RETENTION ALLOWANCE

Effective on July 1, 2019, those Registered Nurses whose substantive position is headquartered in a Yukon community outside of Whitehorse, and who either perform

nursing duties as a significant portion of their work responsibilities or directly supervise Registered Nurses who perform nursing duties as a significant portion of their work responsibilities, shall be eligible to receive a retention allowance of up to three-thousand dollars (\$3,000.00) per annum, in addition to the Registered Nurses retention allowance.

C. Primary Health Care Nurse (PHCN) Retention Allowance

Effective April 1, 2024 a Primary Health Care Nurse (PHCN) whose substantive position is headquartered in a Yukon Community outside of Whitehorse, and who perform PHCN nursing duties as a significant portion of their work responsibilities, shall be eligible to receive a retention allowance of up to eight-thousand dollars (\$8,000.00) per annum, in addition to the Registered Nurses retention allowance.

D. Primary Health Care Nurse in Charge (PHCNIC) Retention Allowance

Effective April 1, 2024 a Primary Health Care Nurse in Charge (PHCNIC) whose substantive position is headquartered in a Yukon Community outside of Whitehorse, and who perform PHCNIC nursing duties as a significant portion of their work responsibilities, shall be eligible to receive a retention allowance of up to eighteen-thousand dollars (\$18,000.00) per annum, in addition to the Registered Nurses retention allowance

The allowance in A, B, **C and D** shall be calculated on an annual basis (July 1 to June 30) and paid on a bi-weekly basis in accordance with Article 17.02.

~~In both A, B, C and D~~ above, a regular part-time Registered **eligible** Nurse **employee** shall earn the allowance in proportion to the average number of regular hours (as defined in Article 44.14(2)) worked per week in relation to a full-time employee in the same classification as specified in Article 15.

In A, B, C, D an eligible auxiliary on-call Registered Nurse **employee** shall be paid, at the end of each eligible year or at the end of their last work assignment during an eligible year, an allowance that is pro-rated in proportion to the number of regular hours worked in relation to a full-time employee in the same classification.

This Letter of Understanding will terminate on expiry of the collective agreement.

5. MIDWIVES

Midwife pay grid

Proposed Midwife Pay Grid 25% Increase to Salaries - Level 17 22% Increase to Salaries - Level 20 Effective January 1, 2022				
Pay Range	Annual Min	Annual Max	37.5 Hrs Min	37.5 Hrs Max
17	112,525	130,630	57.51	66.76
20	131,138	152,433	67.02	77.91

Midwife Proposed Pay Grid 0% Increase to Salaries Effective January 1, 2023				
Pay Range	Annual Min	Annual Max	37.5 Hrs Min	37.5 Hrs Max
17	112,525	130,630	57.51	66.76
20	131,138	152,433	67.02	77.91

Midwife Proposed Pay Grid 2.4% Increase to Salaries - Level 17 2.1% Increase to Salaries - Level 20 Effective January 1, 2024				
Pay Range	Annual Min	Annual Max	37.5 Hrs Min	37.5 Hrs Max
17	115,226	133,765	58.89	68.37
20	133,892	155,634	68.43	79.54

HOURS OF WORK FOR CLINICAL MANAGER MIDWIFERY SERVICES AND REGISTERED MIDWIVES ("MIDWIVES")

- (a) In order to meet operational requirements Midwives may not be able to work the normal work week of five (5) workdays followed by two (2) days of rest and may sometimes be required to work in excess of five (5) consecutive days in one week. Because of this Midwives are allowed flexibility in scheduling their work week on an irregular basis to meet operational requirements.
- (b) As a means of compensating these employees for any extra days worked as a result of their irregular work schedule, the Employer agrees that where a Midwife works in excess of the normal work hours in a 28-day period, that employee shall be entitled to compensatory leave in lieu of overtime pay for each extra hour worked. Midwives shall be provided compensatory leave at time and one-half for all hours worked greater than 150 hours over a 28-day period.
- (c) For greater certainty, Midwives shall be exempted from Article 16.01 and 16.02 (Overtime) of the Collective Agreement between the Employer and the Union.
- (d) Notwithstanding the provisions of 16.03, 16.04, 16.05 and 16.08, at the employee's option, such overtime may be paid out at the overtime rate as above, or alternatively, may be banked and liquidated as compensatory leave at the applicable overtime provision in accordance with article 16.06.
- (e) This compensatory leave must be taken at a time mutually agreeable to both the midwife and the Employer, and they must be used in the same calendar year in which they are earned.
- (f) Employees may elect to bank as compensatory leave premium payments earned under this article in accordance with Article 16.
- (g) Midwives placed on standby shall be compensated in accordance with Article 18.03 for hours outside the normal hours of work. Hours worked while on standby shall be considered as employee scheduled hours outlined in (b) above.

6. Acting Pay

17.09 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 **receive whichever of the following is greater:**
 - (a) ~~receive~~ the minimum salary for the acting position where that minimum is more than **10% 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~~
an amount 10% greater than their present salary.
 - (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.

7. Home Support Worker/Home Care Nurse – Overtime

LOU - AVERAGE HOURS OF WORK – Home Support Worker/Home Care Nurse

This letter of understanding shall replace article 15.26 for Home Support Worker and Home Care Nurse for the duration of this Collective Agreement.

In view of operational requirements, hours of work for regular Home Support Workers and Home Care Nurse positions may be scheduled so that over a period of twenty-eight (28) consecutive calendar days, the employees shall:

- (1) Work an average regular scheduled shift of thirty-seven and one-half (37½) hours per week, Monday through Sunday;
- (2) Work an average regular scheduled shift of seven and one half (7.5) or ten (10) hours per day exclusive of the paid meal period of one-half (½) hour;

(3) Be entitled to overtime compensation at the rate of time and one-half (1 1/2T) for the first four hours and double time (2T) thereafter when the employee has been authorized in advance by the Employer to work:

- (a) In excess of the employee's regular daily hours of work; or
- (b) Hours of work authorized in excess of one hundred and fifty (150) regular hours of work, in the twenty-eight (28) calendar day period.
- (c) Hours of work authorized on designated holidays will be paid the applicable overtime and in accordance with 16.05(1).

(4) Notwithstanding article 44.05(1), a part-time employee may not refuse to work any additional time beyond their full-time equivalent (FTE) apportionment unless the employee's hours scheduled by the Employer have exceeded ten per cent (10%) of the apportionment.

(5) In recognition of the nature of client relationships, article 15.10 (3) shall not apply to on-call auxiliary employees appointed to Home Support Worker or Home Care Nurse. However, the Employer shall consider equalization of workload as well as client fit when assigning new clients to the program.

(6) Part-time Home Care Nurses may be scheduled to work on Saturdays, Sundays and Statutory Holidays.

8. LOU F Regional Social Workers and Supervisor, Regional Services Allowance

A. REGIONAL SOCIAL WORKERS AND SUPERVISOR, REGIONAL SERVICES RECRUITMENT AND RETENTION ALLOWANCE

Effective on January 1, 2016 ~~22~~, all Regional Social Workers (including Mobile) and Supervisor, Regional Services shall be eligible for a retention allowance of up to three-thousand dollars (~~\$35,000.00~~) per annum.

Employees appointed to positions designated by the Employer as requiring a Bachelor of Social Work (BSW), with the title of Regional Social Worker, Mobile, Regional Social Worker or Supervisor, Regional Services, who either perform social work duties as a significant portion of their work responsibilities or directly supervise regional social workers who perform social work duties as a significant portion of their work responsibilities will be eligible for this allowance.

B. REGIONAL SOCIAL WORKERS OUTSIDE OF WHITEHORSE RECRUITMENT AND RETENTION ALLOWANCE

Effective January 1, 2016~~22~~, Regional Social Workers:

Whose substantive position is headquartered in a Yukon community outside of Whitehorse and;
Who is providing services in a community outside of Whitehorse and;
Who has completed two years of continuous service in a Regional Social Worker position within the Regional Services Branch;

shall be eligible to receive a retention allowance in addition to A above, in amount of **\$23,000** per year at the completion of years two and three of continuous service. At the completion of the fourth and subsequent years of continuous service a Regional Social Worker shall receive an allowance of **\$34,000** per year.

The allowance in A shall be calculated on a fiscal year basis (April 1 to March 31) and paid on a bi-weekly basis in accordance with Article 17.02.

The allowance in B (less statutory deductions) will be paid out once per year in one lump sum payment on the employee's qualifying date.

In both A and B above, a regular part-time Regional Social Worker shall earn the allowance in proportion to the average number of regular hours (as defined in Article 44.14(2)) worked per week in relation to a full-time employee in the same classification as specified in Article 15.

9. LOU – Retention Allowance Paramedics

The Parties have agreed to the following:

Effective January 1, 2022, Primary Care Paramedic (PCP), Community Paramedic (CP), Mobile Paramedic Specialist (MPA) and Critical Care Paramedic-Medevac (CCP-Medevac) who are regular and auxiliary employees performing Paramedics duties as a significant portion of their work responsibilities will receive a Paramedics Retention Allowance on the following basis:

An annual retention allowance of PCP, CP, MBS will receive \$3,000; and

An annual retention allowance of CCP- Medevac will receive \$6,000.

The allowance shall be calculated on a fiscal year basis (April 1 to March 31) and paid on a bi-weekly basis in accordance with Article 17.02.

An eligible regular part-time employee shall earn Paramedic Retention Allowance in proportion to the average number of regular hours (as defined in Article 44.14(2)) worked per week in relation to a full-time employee in the same classification as specified in Article 15.

An eligible auxiliary on-call Paramedic will be paid, at the end of each eligible year or at the end of their last work assignment during an eligible year, an allowance that is pro-rated in proportion to the number of regular hours worked in relation to a full-time employee in the same classification.

This Letter of Understanding and the Paramedic Retention Allowance shall terminate on expiry of the collective agreement.

10. LOU Retention Allowance Correctional Officers

The Parties have agreed to the following:

Effective January 1, 2022, Correctional Officers I and II who are regular and auxiliary on-call employees performing Correctional Officers I and II duties as a significant portion of their work responsibilities will receive a Correctional Officers Retention Allowance on the following basis:

An annual retention allowance of \$3,000.

The allowance shall be calculated on a fiscal year basis (April 1 to March 31) and paid on a bi-weekly basis in accordance with Article 17.02.

An eligible regular part-time employee shall earn the Correctional Officer I and II Retention Allowance in proportion to the average number of regular hours (as defined in Article 44.14(2)) worked per week in relation to a full-time employee in the same classification as specified in Article 15.

An eligible auxiliary on-call Correctional Officer I and II will be paid, at the end of each eligible year or at the end of their last work assignment during an eligible year, an allowance that is pro-rated in proportion to the number of regular hours worked in relation to a full-time employee in the same classification.

This Letter of Understanding and the Correctional Officer I and II Retention Allowance shall terminate on expiry of the collective agreement.

11. LOU Retention Allowance Educational Psychologist, Occupational Therapist, Physiotherapist, School Community Consultant, Positive Behaviour Intervention & Support Consultant, Speech- Language Pathologist.

The parties have agreed as follows.

Effective January 1, 2022, Educational Psychologist, Occupational Therapist, Physiotherapist, School Community Consultant, Positive Behaviour Intervention & Support Consultant, Speech- Language Pathologist who are regular and auxiliary employees performing the duties of the titles above as a significant portion of their work responsibilities will receive a \$1,000 Retention Allowance on the following basis:

The allowance shall be calculated on a fiscal year basis (April 1 to March 31) and paid on a bi-weekly basis in accordance with Article 17.02.

An eligible regular part-time employee shall earn the Retention Allowance in proportion to the average number of regular hours (as defined in Article 44.14(2)) worked per week in relation to a full-time employee in the same classification as specified in Article 15.

An eligible auxiliary on-call Educational Psychologist, Occupational Therapist, Physiotherapist, School Community Consultant, Positive Behaviour Intervention & Support Consultant, Speech- Language Pathologist will be paid, at the end of each eligible year or at the end of their last work assignment during an eligible year, an allowance that is pro-rated in proportion to the number of regular hours worked in relation to a full-time employee in the same classification.

This Letter of Understanding and Retention Allowance shall terminate on expiry of the collective agreement.

12. LOU Health and Wellness Yukon

In the event that the Employer proceeds with the decision to implement “Health and Wellness Yukon” or any other transfer of operations, services or functions to an entity that is not subject to the Yukon Public Service Labour Relations Act (“the Transfer”) prior to the expiry of this agreement, the Employer will:

- (a) Provide the Union with advance written notice at least 120 days prior to any proposed legislative changes to effect the transfer;
- (b) Provide the Union with 120 days advance written notice of the anticipated date of the Transfer; and

- (c) Engage in meaningful consultation with the Union with respect to the Transfer including but not limited to any potential impacts on employees as they become known.

13. Professional Fees [NEW]

On application, the Employer shall reimburse an employee for the cost of membership, registration, licensing or certification fees where the membership, registration, licensing or certification is a requirement of the employee's position.

An employee appointed to a position designated by the Employer as requiring the qualifications of and who is registered with the appropriate Territorial / Provincial Licensing Body is eligible to have their licensing fees reimbursed by the Employer.

Upon receipt of proof of payment, the Employer shall reimburse an employee for the annual license fee once per annum.

14. Renew the following LOU's

B, C, E, F, G, H, I, K, L, M, N, O-1, P, Q, R, S, T, U, V, W, X, Z

15. Do not renew the following LOU's

A, D, J, O,