

HOURS OF WORK**APPENDIX "A"**

Employees, as designated below, work **Monday to Friday**, eight (8) consecutive hours per day and forty (40) hours per week, exclusive of a paid meal period:

Assistant Residence Supervisor
 Automotive Mechanic
 Automotive Mechanic Foreman
 Building Maintenance Worker
 Building Operator
 Campground Attendant
 Campground Signmaker
 Carpenter
 Crew Foreman
 Custodial/Assistant Supervisor
 Custodial Building Operator
 Custodial Engineer
 Custodial Supervisor
 Custodial Worker
 Custodial Worker/Escort
 Domestic Aide
 Electrician
 Foreperson, Building Engineers
 Grounds Maintenance Worker
 Heavy Equipment Mechanic
 Heavy Equipment Mechanic Foreman
 Heavy Equipment Operator
 Highway Maintenance Leadhand
 Historic Sites Labourer
 Industrial Mechanic
 Labourer
 Machinist
 Maintenance Person
 Night Custodial/Assistant Supervisor
 Oil Burner Mechanic
Outdoor Power Equipment Technician
 Painter
 Parks Facility Builder
 Parks Shop Labourer
 Parts Inventory Controller
 Parts Person
 Plumber
 Project Supervisor (RR)
 Residence Supervisor
 Restoration Carpenter
 Restoration Craftsperson
 Road Foreman
 Rodperson/Chainperson
 Ross River Ferry Worker
 Senior Custodial Building Operator

Appendix "A"

Senior Custodial Worker
 Sign Painter's Assistant
 Sign Shop Supervisor
 Supervisor Surface/Mobile (Airports)
 Technical Specialist (Carpentry)
 Technical Specialist (Electrical)
 Technical Specialist (Mechanical)
 Tool Crib Attendant
 Trades Foreperson, Carpentry/Painting
 Trades Foreperson, Mechanical/Electrical
 Transportation Foreman
 Warehouse Supervisor
 Welder
 Winter Grounds Maintenance Worker
 Workshop Foreman

APPENDIX "B"

Employees, as designated below, work **Monday to Friday**, eight (8) consecutive hours per day and forty (40) hours per week, inclusive of a paid meal period:

Admissions/Stores Officer
 Building Engineer (including Chief Building Engineer)
 Chief Security Guard
 Child/Youth Caseworker
 Cook (Youth Services Centre or the Student
 Residence or McDonald Lodge)
 Cook II/Supervisor
 Corrections Nurse
 Detox Centre Coordinator
 Ferry Worker (Dawson City)
 Psychiatric Nurse, Whitehorse Correctional Centre
 Recreation Coordinator
 Security Guard
 Shop Instructor
 Welding Instructor
 Youth Achievement Facilitator

APPENDIX "C"

Employees, as designated below, work **Monday to Friday**, eight (8) hours per day and forty (40) hours per week inclusive of a paid meal period:

(Note - There are presently no employees designated under Appendix "C".)

APPENDIX "D"

Employees, as designated below, work **Monday to Friday**, eight (8) hours per day and forty (40) hours per week exclusive of a paid meal period:

Campground Maintenance Person
Groundskeeper (Department of Government Services)

APPENDIX "E"

Employees, as designated below, work **Monday to Sunday**, seven and one-half (7 ½) hours per day and thirty-seven and one-half (37 ½) hours per week exclusive of a paid meal period:

Archives Reference Assistant
Assistant Liquor Store Manager
Campground Ranger
Circulation Supervisor
Coordinator Reference Services
Interviewer (ECO)
Librarian
Library Page
Library Assistant
Liquor Store Cashier
Liquor Store Clerk
Liquor Store Manager
Native Programs Coordinator
Project Supervisor (ECO)
Recreation Therapist
Therapy Assistant

APPENDIX "F"**Hourly Rated employees:**

Auto Mechanic
Auto Mechanic Foreman
Building Engineer
Building Maintenance Worker
Building Operator
Campground Attendant
Campground Development Person
Campground Maintenance Person
Campground Signmaker
Carpenter
Crew Foreman
Custodial/Assistant Supervisor
Custodial Building Operator
Custodial Engineer
Custodial Labourer
Custodial Supervisor
Custodial Worker
Custodial Worker/Escort

Appendix "F" continued

Electrician
 Fee Collector
 Ferry Workers
 Foreperson, Building Engineers
 Grounds Maintenance Worker Craftsperson
 Groundskeeper
 Heating System Technician
 Heavy Equipment Mechanic
 Heavy Equipment Mechanic Foreman
 Heavy Equipment Operator
 Highway Maintenance Leadhand
 Historic Sites Labourer
 Industrial Mechanic
 Labourer
 Machinist
 Maintenance Person
 Night Custodial/Assistant Supervisor
 Oil Burner Mechanic
Outdoor Power Equipment Technician
 Painter
 Parks Facility Builder
 Parks Shop Labourer
 Parts Inventory Controller
 Parts Person
 Plumber
 Project Supervisor (RR)
 Restoration Carpenter
 Restoration Craftsperson
 Road Foreman
 Rodperson/Chainperson
 Ross River Ferry Worker
 Senior Custodial Building Operator
 Senior Custodial Worker
 Sign Painter's Assistant
 Sign Shop Supervisor
 Technical Specialist (Carpentry)
 Technical Specialist (Electrical)
 Technical Specialist (Mechanical)
 Tool Crib Attendant
 Trades Foreperson, Carpentry/Painting
 Trades Foreperson, Mechanical/Electrical
 Transportation Foreman
 Warehouse Supervisor
 Welder
 Workshop Foreman

APPENDIX "G"**Memorandum of Understanding for Devolved Employees dated September 9, 2003**

March 21, 2003

MEMORANDUM OF UNDERSTANDING TO THE

2000-2002 PSAC Collective Agreement

between

The Government of Yukon

And

The Public Service Alliance of Canada

This shall become Appendix G and
 part of the collective agreement
 dated
 Sept 9 / 03
 (all)

for the Employees
 C. A. [Signature]
 [Signature] (MS) [Signature]

Whereas the Northern Affairs Program of the Department of Indian and Northern Affairs, Government of Canada, is scheduled to transfer to the Government of Yukon with an Effective Date of April 1, 2003;

And whereas an agreement has been entered into between the Government of Canada and the Government of Yukon known as the Devolution Transfer Agreement (DTA);

And whereas there are a number of matters agreed to in the DTA that require the agreement of the Public Service Alliance of Canada; then,

For Northern Affairs Program devolving employees who accept positions in the Public Service Alliance of Canada bargaining unit, and pursuant to Article 59 of the Collective Agreement, the parties agree as follows:

1) Northern Affairs Program (NAP) Indeterminate Employees (including NAP Seasonal Indeterminates)

(a) Sick Leave

As of April 1, 2003, entitlement to transfer sick leave benefits shall be determined pursuant to Article 25.05 (2)(b) of the Collective Agreement. The maximum number of sick leave credits which may be transferred is sixty-five (65) and such credits will not be decremented (depleted) against Government of Yukon accrued (earned) sick leave.

The following sections of the DTA shall apply:

3.34 As of the effective date, the YTG shall credit an Appointed NAP Indeterminate Employee with sick leave in accordance with the provisions of the YTG Collective Agreement.

3.34.1 Article 25.05 (3)(a) of the YTG Collective Agreement shall not apply to the sick leave referred to in 3.34.

3.35 As of the Effective Date, an Appointed NAP Indeterminate Employee shall be eligible to participate in the health care and long term disability plans applicable to YTG employees.

Appendix "G" continued

(b) Severance

For continuous service purposes, the following section of the DTA shall apply:

- 3.29 As of the Effective Date, the entitlement of an Appointed NAP Indeterminate Employee to receive severance pay and the amount of any such severance pay shall be determined pursuant to the YTG Collective Agreement on the basis of that employee's combined continuous federal employment and continuous employment with the YTG after the Effective Date.

As of April 1, 2003, entitlement to receive severance pay and the amount of any such severance pay shall be determined pursuant to Article 19 of the Collective Agreement. However, notwithstanding Article 19, the following section of the DTA shall apply:

- 3.32 Notwithstanding 3.29 and 3.30, the amount of severance pay or cash gratuity payable in relation to an Appointed NAP Indeterminate Employee shall be no less than the amount of severance pay that would have been payable by Canada, in the same circumstances, immediately prior to the Effective Date in relation to that employee.

Section 3.33 of the DTA shall also apply, but is not applicable to continuous service earned subsequent to April 1, 2003 with the Government of Yukon.

- 3.33 As of the Effective Date, where an Appointed NAP Indeterminate Employee ceases to be employed by reason of termination for cause for reasons of incapacity or incompetence, but not for breach of discipline or misconduct, that employee shall be entitled to receive severance pay in an amount no less than an amount equivalent to the amount of severance pay that would have been payable by Canada, in the same circumstances, immediately prior to the Effective Date in relation to that Employee.

(c) Cash Gratuity

For continuous service purposes, the following section of the DTA shall apply:

- 3.30 As of the Effective Date, if an Appointed NAP Indeterminate Employee dies, the YTG shall pay to the appropriate person a cash gratuity in an amount determined pursuant to the YTG Collective Agreement on the basis of that employee's combined continuous federal employment and continuous employment with the YTG after the Effective Date.

As of April 1, 2003, entitlement to a cash gratuity and the amount of any such cash gratuity shall be determined pursuant to Article 40 of the Collective Agreement. However, notwithstanding Article 40, the following section of the DTA shall also apply:

- 3.32 Notwithstanding 3.29 and 3.30, the amount of severance pay or cash gratuity payable in relation to an Appointed NAP Indeterminate Employee shall be no less than the amount of severance pay that would have been payable by Canada, in the same circumstances, immediately prior to the Effective Date in relation to that employee.

Appendix "G" continued

(d) Vacation Leave

For continuous service purposes, the following section of the DTA shall apply as amended:

- 3.22 As of the Effective Date, the entitlement of any Appointed NAP Indeterminate Employee to vacation Leave shall be determined pursuant to the YTG Collective Agreement on the basis of that employee's combined continuous federal service and continuous service with the YTG after the Effective Date.

As of April 1, 2003, entitlement to vacation leave shall be determined pursuant to Article 23 of the Collective Agreement. However, notwithstanding Article 23, the following sections of the DTA shall apply:

- 3.26 On the Effective Date, the YTG shall advance one (1) year's worth of vacation leave entitlement, calculated in accordance to 3.22, to an Appointed NAP Indeterminate Employee.
- 3.27 The YTG shall credit an Appointed NAP Indeterminate Employee with vacation leave in an amount equal to an employee's earned and unused federal vacation leave credits immediately prior to the Effective Date, or the amount of vacation leave advanced pursuant to 3.26.

As of April 1, 2003, vacation leave accrual rate shall be determined pursuant to Article 23.02 (1)(a). However, notwithstanding Article 23.02 (1)(a), the following section of the DTA shall apply as amended:

- 3.22.1 Notwithstanding 3.22, the vacation leave accrual rate for an Appointed NAP Indeterminate Employee shall be no less than the accrual rate to which that employee would be entitled immediately prior to the Effective Date if that accrual rate were determined by combining:
- (a) the federal service of that employee that is relevant for that purpose prior to the Effective Date; and
 - (b) that employee's continuous service with the YTG after the Effective Date.

Seasonal Indeterminate – NAP employees, will receive vacation entitlement as per Article 23 of the collective agreement.

(e) Long Service Vacation Leave

For continuous service purposes, the following section of the DTA shall apply as amended:

- 3.23 As of the Effective Date, the entitlement of any Appointed NAP Indeterminate or Seasonal Indeterminate Employee, to long service vacation leave shall be determined pursuant to the YTG Collective Agreement on the basis of that employee's combined continuous federal service and continuous service with the YTG after the Effective Date.

Appendix "G" continued

As of April 1, 2003, Long Service Vacation leave benefits shall be determined pursuant to Article 23.02 (3). However, notwithstanding Article 23.02 (3), the following section of the DTA shall apply as amended:

- 3.24 An Appointed NAP Indeterminate Employee and who has completed five (5) years or more of continuous federal service shall be entitled, on the Effective Date, to five (5) days of long service vacation leave in the period prior to the next qualifying period.

(f) Pay Administration

The following section of the DTA shall apply:

- 3.41 Where an Appointed NAP Indeterminate Employee's salary on the Effective Date exceeds the maximum amount of the salary range of the YTG position to which that employee is first appointed, that employee's salary shall remain the same until it is no longer above the maximum amount of the YTG salary range for that position or until the employee voluntarily leaves that position

The following provision shall apply as amended:

An appointed NAP Indeterminate employee shall retain their Federal anniversary date for purposes of Pay Administration.

- 3.35 As of the Effective Date, an Appointed NAP Indeterminate Employee shall be eligible to participate in the health care and long term disability plans applicable to YTG employees.

(g) Seasonal Tenure

The following sections of the DTA shall apply:

- 3.4.2 The YTG shall offer to each NAP Indeterminate Employee:

- (e) having seasonal employment status, employment with the YTG as a seasonal auxiliary employee with employment tenure equivalent to that of a YTG regular employee under the Public Service Act (Yukon), and, for greater certainty, following the Effective Date,
- (i) that employee will not be considered to have been permanently released from his or her employment with the YTG by reason only that he or she has not actively worked in his or her auxiliary position for a period of twelve months, or such other period as provided from time to time for this purpose in the YTG Collective Agreement, and
 - (ii) priority over that employee in the order of layoff will not be given to any regular employee working in the same group, at the same level, performing similar functions and requiring similar qualifications by reason only that such an employee is a regular employee.

Article 55.01(5) of the Collective Agreement shall not apply.

Appendix "G" continued

- (h) Articles 41 & 42 of the Collective Agreement Apply to all Devolving NAP employees.

3) Hours of Work

Fire Management Averaging Hours Arrangement **Pursuant to Article 15.07**

Effective April 1, 2003 and pursuant to Article 15.07 "Averaging Hours Arrangements", the following provisions will apply:

- A.
- (i) Hours of work for regular and seasonal positions primarily involved in field fire suppression activities in the Department of Community Services may be scheduled so that, over a period of fourteen (14) consecutive calendar days, the employees shall work an average of eight (8) hours per day, exclusive of a meal period, Monday through Sunday.
 - (ii) The duration of the averaging hours arrangement will be for the period from April 1st to August 31st.
 - (iii) The schedule will identify at least four (4) days of rest in each two-week period, in intervals of not less than two (2) consecutive days.
 - (iv) From September 1st through March 31st inclusive, employees shall work eight hours per day, exclusive of a meal period, Monday to Friday.
 - (v) For clarity, field fire suppression positions are: Crew Member, Crew Leader, Mixmaster, Storeperson-Zone, and Lookout.
 - (vi) The positions noted in (v) above shall be included under Appendix "A" of the Collective Agreement.
- B.
- (i) Hours of work for regular and seasonal overhead and administrative fire management positions in the Department of Community Services may be scheduled so that, over a period of fourteen (14) consecutive calendar days between April 1st and August 31st inclusive, the employees shall work an average of seven and one-half (7.5) hours per day, exclusive of a meal period, Monday through Sunday.
 - (ii) The schedule will identify at least four days of rest in each two-week period, in intervals of not less than two (2) consecutive days.
 - (iii) From September 1st through March 31st inclusive, employees shall work seven and one-half (7.5) hours per day, exclusive of a meal period, Monday to Friday.
 - (iv) For clarity, overhead and administrative fire management positions are: Zone Protection Manager, Area Protection Officer, Air Operations Supervisor, Air Attack Officer, Storeperson-Region, Training Coordinator, Warehouse Supervisor, Logistics Coordinator, Zone Fire Clerk, Wildfire Operations Supervisor, Prevention Coordinator, Communications Officer, **Duty Room Supervisor, Duty Room Clerk and Planning and Science Supervisor.**

Appendix "G" continued

- C. (i) Changing the work schedule from the averaging to the 5/2 or from the 5/2 to the averaging will be subject to Article 15.03 "normal work schedule" that is seven (7) days notice will be given or overtime will be paid on the first day or shift worked on the new schedule.
- (ii) Hours of work scheduled during low alert periods will be on a 5 on 2 off basis between 0800 to 1900 hours.
- (iii) Notwithstanding C (i). seventy-two (72) hours notice will be given to cover emergent operational needs during higher alert periods if the averaging schedule is varied. That is 72 hours notice will be given or overtime will be paid on the first day or shift worked on the new schedule.
- D. Overtime provisions are in accordance with Article 15.07 (13).
- E. This memorandum of agreement in regard to devolving NAP employees on Hours of Work in the specified positions will give force to the new Article 15.07 (signed off, November 28, 2002) of the PSAC – YTG Collective Agreement effective April 1, 2003.

4) Classification Redress Procedure

- a) A devolved NAP Indeterminate Employee will have the right to appeal the classification level in their job offer except where their job description is revised through the review process with the incumbent and subsequent appeal rights given, as per the Premier's commitment of February 10, 2003. Put another way, if after the review process the employee's job description does not change, he/she will have the right to appeal the classification level.
- b) The effective date of any classification arising from the noted process is April 1, 2003.
- c) Classification appeals arising from this process will be given priority.
- d) The costs of the adjudicator arising from appealing an unchanged job description as per (a) above will be cost shared equally between the parties.

5) "Grandfathering" of Devolving Seasonal Indeterminates

All Devolving NAP Seasonal Indeterminates will have their names and anniversary dates placed in a letter of understanding. When any Seasonal Indeterminate leaves the employ of the Yukon Government, his/her name will be removed from the letter of understanding. The "Seasonal Indeterminate" letter of understanding will cease to exist when the last Devolving NAP employee, as of April 1, 2003, leaves the employ of the Yukon Government.

The parties agree that this Memorandum of Understanding will take effect on the date of signing and continue to be in effect until the applicable provisions of this memorandum are incorporated into the collective agreement between the Government of Yukon and the Public Service Alliance of Canada that takes effect January 1, 2003.

Summary of the Memorandum of Agreement for Nap Indeterminate Employees

1. Sick Leave

- Continuous service will be based on combined Federal and GY service.
- Regardless of length of continuous service, employee will be able to transfer up to 65 sick days to Government Yukon.
- Sick credits will not be decremented against accrued sick leave with Government Yukon.
- Sick leave will be determined pursuant to Article 25.

Appendix "G" continued

2. Severance

- Continuous service will be based on combined Federal and GY service.
- The amount of severance pay will not be less than the amount of severance pay that would have been payable by the Federal government on March 31, 2003.
- There is an additional entitlement to severance for "non-culpable" cause in the Federal government. There is no such entitlement in GY. If an employee is released for "non-culpable" cause with GY the employee will be entitled to severance, but only in the amount that would have been paid by the Federal Government on March 31, 2003. It is not applicable to continuous service earned with the Yukon Government.

3. Cash Gratuity

- Continuous service will be based on combined Federal and Government Yukon service.
- The amount of the cash gratuity will not be less than the amount of cash gratuity that would have been payable by the Federal government on March 31, 2003.

4. Vacation Pay

- Continuous service will be based on combined Federal and GY service.
- Vacation leave will be determined pursuant to Article 23 of the Collective Agreement.
- The accrual rate will not be less than the accrual rate with the Federal Government.
- On April 1 Government Yukon will advance one year's worth of vacation leave, which will not be less than what the employee would have been advanced with the Federal Government.

5. Long Service Vacation Leave

- Continuous service will be based on combined Federal and Government Yukon service.
- Long Service Vacation leave will be determined pursuant to Article 23.02 (3).
- For the initial benefit, on the first day with Government Yukon, an employee who has completed 5 or more years of continuous service will be entitled to 5 days of long service vacation leave.

6. Pay Administration

- If the employee's Federal salary exceeds the maximum of the Government Yukon salary range, the employee will be red-circled. The employee's salary will remain the same until, as the result of negotiated economic salary adjustments to the salary range, the salary is no longer above the maximum of the range.

Appendix "H"

Employees, as designated below, work Monday to Sunday, eight (8) consecutive hours per day and forty (40) hours per week inclusive of a paid meal period:

- Cook I**
- Cook II**
- Cook (Residence)**
- Ferry Worker**
- Ferry Worker (Ross River)**
