

# Changes to the ETO – What You Need to Know

Training presented by the  
BC Government Employees' Union and the  
BC Public Service Agency



Where ideas work



Please note:

This presentation is for training purposes only – not intended for interpretation or other purposes.

# History of the ETO

- The Environmental, Technical and Operational (ETO) component agreement was an amalgamation of several previous component agreements
- Because of this, employees were separated into either Appendix 2, Appendix 3 or Appendix 5 employee groups and different language applied to different employees depending on which appendix they were listed
- This included different hours of work (HOW) language for each group of employees
- Many members and managers found the language confusing and difficult to interpret and apply

# Major Changes to the ETO

- During this round of bargaining, the BCGEU and the BCPSA made significant changes to the ETO language in order to simplify the language and have the majority of it apply to all employees
- We agreed to conduct joint training on the changes to ensure that excluded managers and included employees understand the changes and how they should be implemented
- The two biggest changes were to:
  1. Modify existing language to eliminate Appendix 2, 3 and 5 and have language that would apply to all ETO members, with only a few specific exceptions; and
  2. Simplify the HOW language for ETO members and provide access to the same HOW schedule options for all employees



## **Changes to Appendix 2, 3 and 5 Language**

# Changes to Appendix 2, 3 and 5 Language

- The existing component agreement includes many references to provisions that apply only to certain groups of employees
- These groups are referred to in the agreement as Appendix 2, Appendix 3 and Appendix 5 employees
- The new agreement will remove these references so that the provisions apply to all those covered by the component agreement, except for specific employees
- These changes will make the component agreement easier to understand, as the existing language can be confusing and difficult to apply and enforce
- The Union and the Employer formed a joint committee to review these changes and ensure they would not have an unintended impact on operations or employees



## **Changes to HOW Language**

# Changes to HOW Language - Agenda

- Important dates
- Pilot project
- What HOW schedules are available
- How the HOW schedules are determined
- What happens if there is no agreement on an HOW schedule
- How to record the HOW schedule
- How an HOW schedule may be changed
- Completing the Annual Work Schedule
- How ETO (surplus) hours are scheduled
- Auxiliary and part-time employees
- Seasonal periods
- MOU #6 employees
- Examples of the new HOW schedules
- Questions



# HOW – Important Dates

- The new HOW language does not take effect until April 1, 2019
- However, there are two important steps that must be completed before this date:
  1. January and February 2019: local level excluded managers and Union stewards meet and determine the HOW schedule and complete the HOW Agreement Form (deadline is March 1, 2019)
  2. April 1, 2019: deadline for excluded managers and employees to complete the employee's Annual Work Schedule

# HOW Pilot Project

- The new HOW language is implemented under a one year pilot project
- The Union and Employer will review the effects of the changes throughout the year (April 1, 2019 – March 31, 2020)
- After the one year, the language will become permanent and replace all existing language unless:
  - Either side provides notice to cancel and the rationale for wanting to do so (the parties must then try to resolve the issue);
  - The Parties mutually agree to change the language; or
  - The Parties negotiate something different

# Available HOW Table Schedules

- There are 24 schedules in the new HOW Table
- There are two potential exceptions to the HOW Table schedules:
  1. Clause 7.4 (flex time); and
  2. MOU 6 (specific groups of employees working in enforcement and monitoring positions)
- Some work schedules include Earned Time Off hours (ETO or surplus) that may be banked and taken as schedules and operational requirements allow (some restrictions apply)
- ETO (surplus) is now noted in hours, not days

# Hours of Work Table

Schedule	Length of scheduled shift (Hrs)	Shift Schedule	Workdays Schedules	Workdays required	Surplus or shortage hours	# Days of rest
1	7	5:2	249	249	0.00	104
2	7.5	5:2	249	232	124.50	104
3	7.5	5:2; 5:2; 4:3	231	232	-10.50	122
4	7.5	4:2	231	232	-10.50	122
5	8	5:2	249	218	249.00	104
6	8	5:2; 4:3	223	218	41.00	130
7	8	2:1*	231	218	105.00	122
8	8.5	5:2	249	205	373.50	104
9	8.5	5:2; 4:3	223	205	152.50	130
10	8.5	2:1*	231	205	220.50	122
11	8.75	4:3	197	199	-19.50	156
12	9	5:2	249	194	498.00	104
13	9	5:2; 4:3	223	194	264.00	130
14	9	4:3	197	194	30.00	156
15	9	2:1*	231	194	336.00	122
16	9.5	5:2	249	183	622.50	104
17	9.5	4:3	197	183	128.50	156
18	9.5	5:2; 4:3	223	183	375.50	130
19	9.5	2:1*	231	183	451.50	122
20	10	5:2	249	174	747.00	104
21	10	4:3	197	174	227.00	156
22	10	2:1*	231	174	567.00	122
23	10	1:1*	171	174	-33.00	183
24	10	5:2; 4:3	223	174	487.00	130

# Determining HOW Schedules

- The Employer determines the work group in the context of the definition set out in the ETO Component Agreement, which is:  
  
“a functionally linked position or number of functionally linked positions, which work from a common point of assembly and perform work of a similar nature in a defined geographical area. More than one work group may work from the same common point of assembly”
- The HOW schedule for each work group is agreed to by the Union steward and the Employer representative at the local level
- The intent is that the Union and the Employer will choose a schedule that is the closest to mirroring what the work group’s schedule was prior to April 1, 2019
- However, the Union steward and the Employer representative can agree to a different schedule from the HOW Table

# No Agreement on HOW Schedule

- If the Employer and Union cannot agree to the HOW schedule the matter will be escalated to the named representatives for each side
- The representatives will review and attempt to resolve the issue within 30 days
- If the matter remains unresolved, it will be referred to an HOW umpire on an expedited basis, pursuant to Clause 14.2 of the Main Agreement
- The parties will seek to narrow the issues for the HOW umpire in order to get an expedited decision

# Recording the HOW Schedule

- Once the Union steward and the Employer representative agree on the HOW schedule, they must record it in the HOW Agreement Form
- The form is found in MOU #1
- A new form has to be completed only where there is a change
- A completed copy of the form is put on the personnel file of all the employees it applies to
- The Employer will also provide the completed form to Union stewards at the applicable worksite

# HOW Agreement Form

BRANCH & PROGRAM: \_\_\_\_\_

LOCATION(S) (E.G. office location or city, or point of assembly, etc.): \_\_\_\_\_

WORK GROUP (OR INDIVIDUAL) APPLIES TO: (include classifications, number of positions)  
\_\_\_\_\_

AGREED TO SHIFT SELECTION (hours of work table (reference to the # selection from the table) – clause 7.1): \_\_\_\_\_

ESTIMATED NUMBER OF SURPLUS HOURS (from hours of work table): \_\_\_\_\_

STEWARD: \_\_\_\_\_

EMPLOYER REPRESENTATIVE: \_\_\_\_\_

Shift selection expected to be implemented (date): \_\_\_\_\_

Sunset Clause? Yes/NO \_\_\_\_\_



# Changing the HOW Schedule

- Once a HOW schedule is agreed upon and recorded on the HOW Agreement Form and then worked, it can only be changed by mutual agreement or by either side accessing the provisions of Clause 14.2 of the Main Collective Agreement
- However, the parties at the local level can agree to a sunset clause for a specific schedule
- A sunset clause is a shift schedule implemented on a trial basis
- It may not exceed six months in duration but it may be extended by a further six months by mutual agreement
- Upon expiry of the sunset provision, the shift schedule will revert to the previously agreed-upon schedule unless the parties mutually agree to another schedule

# Completing the Annual Work Schedule

- Once the HOW Agreement Form is completed, the Employer and individual employee must complete an Annual Work Schedule
- These agreements will be completed by April 1st annually
- This is done on the basis of a calendar year and must comply with the HOW Agreement Form
- The Annual Work Schedule includes:
  - Days of rest
  - Start and finish times
  - Seasonal periods
  - Vacation
  - ETO (surplus hours) scheduling

# Scheduling ETO (surplus hours)

- Must be scheduled when the Annual Work Schedule is completed, unless mutually agreed to otherwise
- Further information and exceptions to the above:
  - Up to 70 surplus hours can be taken with the employee's first vacation entitlement, subject to seniority
  - Employees can withhold up to 70 surplus hours and take this during the year for miscellaneous purposes (except that they may not be added to vacation selections to increase the hours permitted above)
  - Surplus hours may be taken in less than seven-hour allotments, at the employee's option, and are scheduled subject to their supervisor's approval
  - Supervisor approval cannot be unreasonably withheld

# Scheduling ETO (surplus hours)

- All scheduled earned time off must be taken by March 31 following the year in which it was earned
- ETO from the previous year that is not scheduled by January 31 may be scheduled by the employer in consultation with the employee
- In exceptional circumstances where the ETO is not scheduled and taken by March 31, the ETO will be paid out
- Scheduling ETO is subject to:
  - Operational requirements; and
  - Any vacation entitlements arising from preferences gained by seniority (ETO does not take precedence over approved vacation)

# Auxiliary Employees

- Auxiliary employees who work full-time hours and are subject to layoff and recall on a seasonal basis annually will follow the same HOW schedule as their work group
- Individual work schedules will be negotiated at the start of the season and will apply for that full season unless there is mutual agreement to change them
- Auxiliary employees who work less than full time hours and are scheduled as required can work up to the daily hours of work of the work group they are assigned to and up to 35 hours a week



# Part-time Employees

- Part-time employees are those working an average of less than 35 hours per week
- If they are scheduled to work a full shift, they work the same schedule that is applicable to their work group
- Part-time employees who are not scheduled to work a full normal shift applicable to their work group do not have to work the same schedule that is applicable to their work group

# Seasonal Periods

- Work schedules may incorporate "seasonal periods"
- A "seasonal period" is a traditional seasonal period of increased activity for the employees involved
- The seasonal periods shall not exceed a total of six months
- Both the seasonal and non-seasonal parts of the schedule must be drawn from the HOW Table
- Up to 98 hours of ETO hour (surplus) earned during seasonal periods may, by mutual agreement, be taken within the seasonal period
- If more than 98 surplus hours are earned, the excess days shall be carried over to the non-seasonal part of the annual schedule

# Wildfire/TEAMS Employees

- No change from the previous ETO agreement during fire suppression
- Where BC Wildfire Service employees and BC Wildfire TEAMS are activated or engaged in forest fire suppression and/or Provincial Emergency response duties, shift #1 (7- hour, 5:2 shift schedule) shall apply for those duties
- This means that employees will not accrue ETO while engaged in fire suppression duties
- This includes periods of standby for forest fire suppression when the employee is solely engaged in fire suppression duties



# MOU #6

- Provides an additional option to workgroups of employees working in enforcement and monitoring work
- The Union and Employer must still meet, determine a HOW Table schedule and complete the HOW Agreement Form
- If the Employer agrees, work groups can opt into the HOW Table schedule set out in the HOW Agreement Form at any time
- If the work group does not opt into the HOW Table schedule, their schedule is based on either a 2-week, 70-hour or 4-week, 140-hour averaging period
- The minimum shift is not required to be 7 hours but OT applies to time worked over 10 hours
- The employee must keep daily records of their actual working times and submit this to their supervisor at the end of each work cycle

# MOU #6, Continued

- The specific work groups listed in MOU #6 are:
  - Conservation Officers
  - Natural Resource Officers
  - Commercial Transport Enforcement Officers and Supervisors
  - Carrier Safety Inspectors
  - Area Vehicle Inspectors
  - Commercial Transport Inspectors Portable
  - Air Audit Techs
  - Mines Inspectors
  - Park Officers

# HOW Table Work Schedule – Example #1

- Schedule #1 provides:
  - 7-hour shift
  - 5:2 shift schedule
  - 249 workdays scheduled
  - 249 workdays required
  - 0 surplus hours (ETO)
  - 104 days of rest
- Overtime applies to any hours worked over 7 for any workday and on any day of rest
- There are no ETO hours on this schedule

# HOW Table Work Schedule – Example #2

- Schedule #6 provides:
  - 8-hour shift
  - 5:2; 4:3 shift schedule
  - 223 workdays scheduled
  - 218 workdays required
  - 41 surplus hours (ETO)
  - 130 days of rest
- Overtime applies to any hours worked over 8 for any workday and on any day of rest
- The ETO hours should be largely scheduled and agreed to as part of the employee's Annual Work Schedule
- However, an employee on this shift schedule may withhold all of their ETO hours and take them on a flexible basis throughout the year
- An employee may also schedule all of their ETO hours to abut their vacation

# HOW Table Work Schedule – Example #3

- Schedule #10 provides:
  - 8.5-hour shift
  - 2:1 shift schedule\* (requires multiple ratios to have 2 consecutive days off)
  - 231 workdays scheduled
  - 205 workdays required
  - 220.5 surplus hours (ETO)
  - 122 days of rest
- Overtime applies to any hours above 8.5 for any workday and on any day of rest
- An employee on this shift schedule may withhold up to 70 of their ETO hours and take them on a flexible basis throughout the year
- An employee must schedule the remaining 150.5 ETO hours when they complete their Annual Work Schedule
- They can still schedule up to 70 of their ETO hours to abut their vacation



# QUESTIONS?