

**NINETEENTH COMPONENT AGREEMENT**

**between the**

**GOVERNMENT OF THE  
PROVINCE OF BRITISH COLUMBIA**

**represented by the**

**B.C. PUBLIC SERVICE AGENCY**

**and the**

**B.C. GENERAL EMPLOYEES' UNION  
(BCGEU)**

**representing employees of the**

**ENVIRONMENT, TECHNICAL AND  
OPERATIONS COMPONENT**

**Effective from April 1, 2022 to March 31, 2025**

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

Subject to the provisions of the Main Public Service Agreement entered into between the government of the Province of British Columbia and the B.C. **General Employees' Union** the purpose of this agreement is to set out the terms and conditions of employment applicable to employees included in the **Environment, Technical and Operations** Component as defined in Appendix 3 - Classifications and Rates of Pay, of the Main Public Service Agreement.

## **ARTICLE 2 - UNION RECOGNITION**

### **2.1 Stewards**

(a) The Union will designate a steward to represent the employees within each jurisdictional area. In determining the size and number of jurisdictional areas, the Union and the Employer agree to take into consideration both operational and geographic considerations.

(b) The Union will provide the Employer with the names of its stewards and alternates. The Employer will provide the Union with the names and positions of its designated representatives for dealing with stewards.

(c) No employee who is a steward or executive member of the component or Union will be assigned duties at a location outside their normal jurisdictional area, except in an emergency or when operational limitations make it impractical not to do so. However, when an employee has duties which require them to travel outside their normal jurisdictional area, they shall not be exempt from such travel by this clause.

(d) Where the Employer or the Union feel that there should be changes to jurisdictional areas, such proposed changes shall be referred to a ministry and union ad hoc committee for resolution.

## **2.2 Union Representatives**

(a) Upon receipt of written request (may be by email), the Employer shall allow reasonable time on the agenda of any course, seminar, or training function held by the Employer for a speaker from the Union.

(b) Upon receipt of written request (may be by email), the Employer may allow reasonable time on the agenda of any regional or district meeting held by the Employer for a speaker from the Union.

(c) Where operational requirements permit, and subject to the union representative giving reasonable notice (may be by email) to the appropriate excluded supervisor, the President or their designate shall have the right to meet with the employees on the Employer's premises during the normal workday. The purpose of this clause is to facilitate the servicing of current agreements, and it does not apply to meetings dealing with negotiations or general union policy.

(d) The employee's time for attending such meetings shall be considered as time worked. No employee shall be entitled to claim overtime because of such meetings unless the meeting falls within the approved period of overtime.

## **2.3 Union Bulletin Boards**

The Employer will provide a bulletin board of adequate size, for the exclusive use of the Union, for each work location, as determined by mutual agreement between local management and the local steward(s).

## **2.4 Union Insignia**

Pursuant to Clause 2.8 of the Main Public Service Agreement, the union insignia may be displayed in a mutually agreeable, prominent position on all mobile equipment operated by members covered by this agreement, providing that the mobile equipment is operated primarily by members of this bargaining unit. The Union shall supply and, wherever

necessary, replace such emblems of mutually agreeable size and type.

### **ARTICLE 3 - JURISDICTION**

The parties agree that "*Employee*" is defined in the Main Public Service Agreement.

(a) When licensed professionals are being trained in the technical and practical aspects of work carried out by employees in the Environment, Technical and Operations Component, the employee being trained will be supernumerary.

(b) No employee who is not a member of the Public Service bargaining unit shall regularly carry out the duties which have traditionally been performed solely by classifications assigned to the Environment, Technical and Operations Component, unless the employee is properly classified and appointed to a position within the component.

### **ARTICLE 4 - JOB SECURITY**

#### **4.1 Positions Temporarily Vacant**

The Employer acknowledges that, except in cases of emergency, the workload of employees will not be increased beyond their regular level as a result of positions being temporarily vacant due to illness, vacation, leave of absence, or any other reasons. This clause shall only apply when workloads are full.

#### **4.2 Classification Elimination**

(a) No existing classification shall be eliminated without prior consultation with the Union.

(b) Consultation will be held to attempt to resolve the proposed elimination of a classification prior to its elimination.

## **ARTICLE 5 - OCCUPATIONAL HEALTH, SAFETY AND WELFARE**

### **5.1 Preamble**

The parties to this agreement are determined to establish a safe working environment and to instill into each employee a high degree of safety consciousness.

### **5.2 Level 1 First Aid Certification**

In addition to the requirements of the Workers' Compensation Board Regulations where two or more employees are required to work in isolated locations, the Employer shall ensure that at least one employee is in possession of a valid Level 1 First Aid Certificate, whenever reasonably practical.

### **5.3 Safety Equipment**

(a) The Employer shall supply all safety equipment required for the job under the Workers' Compensation Board Regulations, or required by the Employer.

(b) Regular employees who are required by the Workers' Compensation Board Regulations or the Employer to wear caulk boots or safety footwear shall be entitled to be reimbursed for:

(1) *Safety footwear*

(i) effective April 1, **2022, \$160.00**  
biennially upon production of a receipt;

(ii) effective April 1, **2023, TBD** biennially  
upon production of a receipt;

(iii) effective April 1, **2024, TBD** biennially  
upon production of a receipt; and

(iv) such reimbursement may be received  
only once every two calendar years. Part-time

regular employees shall receive this reimbursement on a pro rata basis.

(2) *caulk boots*

(i) effective April 1, **2022, \$250.00** biennially upon production of a receipt;

(ii) effective April 1, **2023, TBD** biennially upon production of a receipt;

(iii) effective April 1, **2024, TBD** biennially upon production of a receipt;

(iv) such reimbursement may be received only once every two calendar years. Part-time regular employees shall receive this reimbursement on a pro rata basis.

(c) In recognition of the footwear specifications for fireline activities, the parties agree to the following:

(1) All BC Wildfire Service employees who require specified footwear for fireline activities as set out in the April 2018 Safety Standard for Personal Protective Equipment shall be reimbursed **\$200 effective April 1, 2022; TBD effective April 1, 2023; TBD effective April 1, 2024** biennially for the purchase of such footwear upon presentation of a receipt evidencing the purchase of same.

(2) Employees may first claim this benefit on April 1, **2022** provided they are commencing their second consecutive year of employment with BC Wildfire Service without loss of seniority and maintaining 500 hours worked at straight-time within the previous 26 pay periods.

(3) The straight-time hours shall be calculated in accordance with Article 31.1(c) of the **19<sup>th</sup>** Main Public Service Agreement.

**Note: The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.**

#### **5.4 Survival Equipment**

(a) Employees who are required to work under isolated field conditions will be provided with the survival equipment deemed most appropriate under the particular circumstances prior to the commencement of their field assignment.

(b) If disputes arise with reference to the "*appropriate*" equipment in (a) above, the matter shall be referred to the Local Occupational Health and Safety Committee established pursuant to **Article 22.3** of the Main Public Service Agreement.

(c) To assure the safety and well-being of Electronics Radio Communications Tradespersons who are obliged by weather conditions or vehicle breakdown to sleep overnight at Repeater Sites, the following items will be issued to each employee so affected:

- (1) all-weather sleeping bag;
- (2) survival kit containing dehydrated or canned food and emergency cooking equipment;
- (3) heating facilities;
- (4) appropriate first aid supplies.

(d) The Employer will ensure that employees other than Electronics Radio Communications Tradespersons will be provided with the above items when obliged by weather conditions or vehicle breakdown to sleep overnight at Repeater Sites.

(e) The Employer will supply suitable cold weather clothing such as parkas, cold-weather boots, and gloves for

those Electronics Radio Communications Tradespersons who are required, in the normal course of duty, to travel to mountain-top Repeater Sites and places where similar weather conditions pertain during the winter.

## **5.5 Survival Course**

The Employer shall provide appropriate instruction in the essentials of emergency survival techniques for employees who are required to work under isolated field conditions, prior to commencement of their field assignment.

## **5.6 Recreational Use of Employer's Facilities**

(a) Employees in isolated field crews or crews working at a temporary field point of assembly shall be permitted reasonable and authorized use of the Employer's vehicles, where it is impractical for the employees to provide their own transportation. This provision is contingent upon the responsibility for the safe operation and return of the vehicle at the appropriate time.

(b) Employees shall be allowed reasonable personal use of the Employer's communications facilities, where commercial facilities are not available in which case no telephone allowance will be paid.

## **5.7 Recreational Facilities**

The Employer shall provide reasonable recreational facilities for field crews operating in isolated areas or under camp conditions wherever possible, subject to the practicability of the particular situation.

## **5.8 Falling of Trees**

The Employer shall ensure that those employees who are required to fall trees shall, prior to doing so, receive instruction and training to a WorkSafeBC certified BC Faller Training Standard, and demonstrate the necessary competencies to a Qualified Faller Trainer (QFT) or higher.

## **5.9 Clean-up Time**

- (a) Employees shall be allowed reasonable time during the shift for clean-up purposes.
- (b) Facilities for such clean-up shall be provided by the Employer subject to the practicability of the particular situation.
- (c) If the need for clean-up is unexpected it is the employee's responsibility to request approval for clean-up prior to the end of their scheduled workday. However, the Employer may decide whether clean-up in this case is to be done during the workday or on overtime.

## **5.10 Provision for Locker and Changing Facilities**

- (a) Subject to physical limitations, it is the intent of the Employer to eventually provide locker and changing facilities at all locations where employees are required to change or store clothes during the normal course of their duties.
- (b) Subject to physical limitations, it is the intention of the Employer to eventually provide a secure place on vehicles where employees in the field are required to store clothes during the normal course of their duties.

# **ARTICLE 6 - CAREER DEVELOPMENT**

## **6.1 Preamble**

- (a) Both parties recognize that improved equipment, methods, and procedures create changes in the job structure of the Environment, Technical and Operations Component workforce. The parties also recognize the need to provide employees with the opportunity for career development by enabling them to prepare for promotional advancement and upgrade their specific skills.

(b) The provisions of this article are intended to assist regular employees in maintaining and improving skills, or preparing them for foreseeable jobs, and to improve the quality of service provided to the people of British Columbia.

## **6.2 Preparation for Examination**

Where workloads permit, employees shall be granted reasonable time during the regular workday to prepare for examinations held by the Employer, to complete courses offered by the Employer, and to prepare for occupational first aid examinations. Such time shall not be unreasonably withheld for eligible employees. The parties recognize, however, that the employees who avail themselves of the provisions of this clause, have a responsibility to devote some of their own time to prepare themselves for examinations and to complete courses.

## **6.3 In-Service Examination**

Employees shall be permitted to write any in-service examination required by the Employer, in the employee's field of work, upon the completion of the necessary term of service and/or training programs. Employees who fail an in-service examination shall, upon request, receive a copy of their examination paper and shall be eligible to be re-examined at the next available sitting after completion of a further three months' service. This provision shall not apply to examinations set as a condition of initial employment.

## **6.4 Examination Costs**

The Employer shall pay all costs involved, of employees taking tests or examinations as a result of requirements of the employee's current job.

## **6.5 Provisions Regarding Attendance at Conferences, etc.**

(a) Employees required to attend conferences, seminars, ministry meetings, training or policy meetings, shall be

considered to be working and pay shall be at the appropriate rate. All additional costs and expenses connected with the above meetings shall be covered by the Employer. Time spent in travel shall be considered time worked.

**(b) An employee may request approval to attend optional professional events while already at an event listed in the above paragraph. For the purpose of this clause, optional professional event means meetings, seminars and field trips that are associated with and on offer from the organizers of the conference or seminar where the employee is already in attendance. Time spent attending these optional professional events shall be compensated as earned time off at straight time rates or in the case of employees on averaging schedules, such time will be managed within their averaging period. Such earned time off must be taken prior to March 31 following the year in which it was earned and shall not be paid out. The Employer at their discretion, may bear the other costs of the optional professional event, including entrance or registration fees and reasonable travel expenses.**

**Such time shall not be counted as part of the Professional Development defined in Clause 6.8 of this agreement.**

## **6.6 Job Orientation**

The Employer agrees to provide essential orientation for employees assigned to new jobs.

## **6.7 Equipment Demonstrations**

Where an employee is, or will be, required to operate technical equipment or use new methods during the course of their duties, and where seminars, demonstrations or conferences are held pertaining to such technical equipment or new methods, the employee shall attend such demonstrations, conferences or seminars, upon approval of their application by the Employer. Such approval shall not be unreasonably

withheld. Time spent in travel and in attendance shall be considered as time worked.

## **6.8 Professional Development**

(a) In order that each employee in the following classifications:

Biologist

Laboratory/Health Science Officer

Planning Officer (including Islands Trust)

Policy Analyst - Science

Scientific Technical Officer (Park  
Officer - Headquarters)

shall have the opportunity for an exchange of knowledge and experience with colleagues in the private and public sectors, such regular employees shall be entitled to up to 10 days leave with pay per year for the following purposes:

(1) to attend conferences or conventions related to the employee's field or specialization;

(2) to participate in seminars, workshops, symposiums, or similar out-service programs to keep up to date with knowledge and skills in their respective field.

Professional development leave shall not be cumulative.

(b) Employees wishing to proceed on professional development leave shall submit a request, in writing, to the Employer indicating the leave required and the relevance of the particular event to the employee's job. On their return, the employee will submit a report to the ministry head on the substance of the meeting, and may be asked by the Ministry to expand on the report for the benefit of other employees engaged in similar duties.

(c) The Employer may reimburse any employee proceeding on professional development leave all or part of their expenses.

(d) If the relevance of a conference, convention, workshop, seminar, or similar program is in dispute, it shall be referred to the Joint Committee.

(e) The Joint Committee shall be responsible for establishing guidelines for the granting of professional development leave, including evaluation of the relevance of the various events.

## **6.9 Exchange Programs**

The Employer agrees that exchange programs between the Public Service of British Columbia and other jurisdictions, public and private, will be encouraged. Employees will be given the opportunity to participate in exchange programs at full pay and allowances.

## **6.10 On-the-Job Operator Training**

Operator training will be offered to the most senior employee in the appropriate classification within the work group. If no employee is available in the appropriate classification, the most senior employee in the machine operator series within the work group will be offered such training.

(a) Employees designated for formal "*on-the-job*" operator training shall be so designated in writing by the Employer.

(b) Where employees are designated for formal "*on-the-job*" operator training and where successful attainment of a recognized level of operating proficiency could result in qualification for a higher classification, the employee's progress toward the recognized level of proficiency shall be reviewed by their training operator, supervisor and mechanical foreman and a recommendation will be made to the local manager or the appropriate

designated authority within 20 working days until the required level of proficiency has been reached. If after 120 working days the employee has not reached the required level of proficiency, they will be recommended for further training or will revert to their former position.

(c) An employee may be rejected from the training programme on or after 20 working days for reasonable cause. An employee shall be informed in writing of the reasons for such rejection and such rejection shall be subject to the grievance procedure.

(d) Employees operating equipment at a higher level shall be paid substitution pay in accordance with Clause 27.4 of the Main Public Service Agreement and Clause 11.3 of the component agreement unless they are under supervision for formal "*on-the-job*" operator training.

## ARTICLE 7 - HOURS OF WORK

### 7.1 Preamble

The parties agree that hours of work for all employees covered by this agreement are pursuant to Article 14 of the Main Public Service Agreement and shall be restricted to the provisions provided in the Hours of Work table in Clause 7.2, except as provided in Clause 7.5 and MOU 6, or otherwise by written agreement of the bargaining Principals.

#### (a) *Definitions*

(1) "*Agreed to Hours of Work*" is the agreed to hours of work schedule, as agreed to by the designated employer representative and the union steward at the local level and recorded on the agreed to Hours of Work Agreement Form (MOU 1). This includes the length of scheduled shifts, the shift schedule, and the employees (**by classification and positions**) the schedule applies to. These agreements will be completed by March 1<sup>st</sup> and completed

annually when there is a change from the previously completed agreement.

(2) *"Annual work schedule"* is the work schedule developed and agreed to by the Employer and the individual employee following agreement on hours of work that covers the work schedule for a 12-month period. It must comply with the agreed to hours of work schedule. The individual employee annual work schedule must include days of rest, start and finish times. It **must** also include **any seasonal periods**, vacation and ETO scheduling. **It is understood that employees using a work schedule based on either a two-week, 70-hour week or four-week, 140-hour averaging period will update their actual working times and days of rest after each work cycle.** These agreements will be completed by April 1<sup>st</sup> annually **and shall reflect any subsequent additions or revisions. The annual work schedule will be held at the local level.**

(3) *"Work Group"* 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.

(4) *"Sunset Provision"* is the shift schedule implemented on a trial basis. May not exceed six months in duration; however, 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 previous agreed schedule, unless mutually agreed to **and confirmed by the signed Hours of Work Agreement Form (MOU1).**

## 7.2 Hours of Work Schedules

### HOURS OF WORK TABLE

Schedule #	Length of Scheduled Shift (Hrs)	Shift Schedule	Workdays Scheduled	Workdays Required	Surplus or Shortage Hours	# Days of Rest
1	7	5:2	248	248	0	104
2	7.5	5:2	248	231	127.5	104
3	7.5	5:2; 5:2; 4:3	230	231	-7.5	122
4	7.5	4:2	230	231	-7.5	122
5	8	5:2	248	217	248	104
6	8	5:2; 4:3	222	217	40	130
7	8	2:1*	230	217	104	122
8	8.5	5:2	248	204	374	104
9	8.5	5:2; 4:3	222	204	153	130
10	8.5	2:1 *	230	204	221	122
11	8.75	4:3	196	198	-17.5	156
12	9	5:2	248	193	495	104
13	9	5:2; 4:3	222	193	261	130
14	9	4:3	196	193	27	156
15	9	2:1 *	230	193	333	122
16	9.5	5:2	248	183	617.5	104
17	9.5	4:3	196	183	123.5	156
18	9.5	5:2; 4:3	222	183	370.5	130
19	9.5	2:1 *	230	183	446.5	122
20	10	5:2	248	174	740	104
21	10	4:3	196	174	220	156
22	10	2:1 *	230	174	560	122
23	10	1:1*	170	174	-40	183
24	10	5:2; 4:3	222	174	480	130

Note 1: Where BC Wildfire Service employees and BC Wildfire Service teams are involved in forest fire suppression and/or provincial emergency response duties, #1 above, the 7 hour 5:2 shift schedule shall apply for those duties (including periods of standby for forest fire suppression).

Note 2: Hours of work calculations take into account stat holiday variations and fluctuations in hours of work over any particular year. Adjustments should not occur outside of the calculations. The surplus hours calculated are on the premise that vacation entitlement is drawn per day at the same hours of work. *Agreed to hours of work schedules may incorporate shift patterns using multiples of the ratios listed in the above table.*

*\*These schedules are subject to the provisions of Clause 7.2(c) below and therefore would require multiples of ratios on the stated Hours of Work Agreement.*

(a) "Surplus hours" as noted in the schedules above will be considered as Earned Time Off (ETO). ETO shall be scheduled, pursuant to Clause 7.3 below.

(b) Pursuant to Clause 14.2 of the Main Public Service Agreement, the Employer's designate and the union steward at the local level will establish work schedules from the selection of available schedules noted in the table above.

(c) Agreed-to shift schedules must be recorded on the agreed to form (Hours of Work Agreement Form), as provided in MOU 1, and all provisions on the form must be completed and agreed to. Shift schedules must be by mutual agreement, subject to the provisions of Clause 14.2 of the Main Public Service Agreement. Once a schedule has been agreed to and worked, it can only be changed by mutual agreement or by either side accessing the provisions of Clause 14.2 of the Main Public Service Agreement, unless the parties at the local level have agreed to a sunset provision for a specific schedule.

(d) Work schedules may incorporate "seasonal periods". The seasonal periods shall not exceed a total of six months. Both the seasonal and non-seasonal parts of the schedule shall be drawn from the Hours of Work Table above. For the purpose of this agreement, the term "seasonal period" shall be considered to be the traditional seasonal period of increased activity for the employees involved.

(e) Subsequent to an agreement between the designated employer representative and the union steward on hours of work, the Employer and the employee will develop an annual work schedule based on the agreed to Hours of Work Agreement and completed Hours of Work Agreement Form (MOU 1). The annual work schedule will include days

of rest, start and finish times, seasonal periods and scheduling of earned time off, pursuant to Clause 7.6

(f) Auxiliary employees who are subject to layoff and recall on a seasonal basis annually, and who work full-time hours throughout the season, will be subject to negotiation of a local hours of work schedule in conjunction with their work group by the designated employer and union representatives. Individual work schedules will be negotiated at the start of the season, and apply for that full season, unless mutually agreed to change them. Auxiliary employees who are called in and scheduled as required, on a basis which is less than full-time, may work up to the daily hours of work of the workgroup they are assigned to and up to 35 hours a week.

### 7.3 Hours of Work Scheduling Provisions

Unless otherwise specified in this article, the following shall apply to all schedules, including schedules pursuant to the Hours of Work Table in Clause 7.2 and the exceptions as noted in Clause 7.5 and MOU 6:

(a) The regular shift in any schedule shall not exceed 10 hours, exclusive of meal periods. **The minimum shift in any schedule for regular full-time employees shall be 7 hours exclusive of meal breaks. This does not apply to a shorter shift to make up for any shortfalls on annual schedules.**

(b) **Employees may use** leave banks (ETO, CTO or Vacation, in that order) to lower the number of hours worked in the **scheduled** shift. Approval will be based on operational requirements and will not be unreasonably withheld. This does not apply to a shorter shift to make up for any shortfalls on annual schedules.

(c) There shall be a minimum of two consecutive days of rest in any seven-day period, except those on a seasonal schedule. When employees are on seasonal schedule, pursuant to **Clause 7.2 (d)** above, then it shall be a

minimum of the equivalent of two consecutive days of rest for every five days worked.

(d) The days of rest, including any positions required to work weekends, pursuant to (c) above, shall be determined prior to the agreement on the work shift schedule, pursuant to Clause 7.2(c) above. Those required to work on weekends, pursuant to (e) below, shall be determined prior to an agreement on any affected annual work schedules (which includes all days of rest).

(e) Where scheduled weekend work is required, the Employer, when developing individual annual work schedules, shall first canvass the applicable work group for volunteers to work weekends. If there are more volunteers than required for the weekend work, it shall be offered in seniority order to the most senior employee first. Where there are insufficient volunteers for the required weekend work, it shall be assigned in ascending seniority order, starting with the least senior employee first.

(f) Travel time from point of assembly to the worksite and return shall be included in the scheduled workday.

(g) Employees shall not be required to work split shifts except by mutual agreement approved by the bargaining Principals. For split shift employees where a break longer than one hour is scheduled, a premium shall be paid for all hours worked which is the equivalent of the relevant shift premium.

(h) Annual work schedules shall indicate the starting and finishing times of each shift.

(i) Where there is more than one shift, as defined in Clause 15.1 of the Main Public Service Agreement, within a workgroup, employees shall rotate these shifts on an equitable basis.

(j) Employees may exchange days off with the Employer's approval providing there is no increased cost to the Employer.

#### **7.4 ETO Hours of Work Agreement Form**

The Environment, Technical and Operations (ETO) Hours of Work Agreement Form is provided in Memorandum of Understanding 1.

The form must be completed in its entirety and signed as such by the employer representative and the union steward and dated. If there are any disputes with regards to an individual employee's annual schedule, the most recent signed and completed ETO Hours of Work Agreement form shall be considered the shift schedule and relied upon for resolution of any such dispute.

A completed copy of the form must be put on the personnel file of all the employees it applies to. The Employer will provide a finalized copy of the completed and signed ETO Hours of Work Agreement form to all union stewards at the applicable worksite(s). A new form has to be completed when there is a change to the previously completed form.

#### **7.5 Flextime**

(a) The foregoing does not preclude the introduction of flextime as defined in Clause 14.8 of the Main Public Service Agreement, providing such scheduling is by mutual agreement at the local level. Such flextime shall only be implemented when submitted to and approved by the Environment, Technical and Operations Component Executive.

(b) Daily hours shall not exceed 10 hours.

(c) Regular hours worked shall not exceed 70 hours in a 14-day averaging period or by mutual agreement, 140 hours in a 28-day averaging period.

(d) The averaging periods in (c) do not preclude the introduction, through mutual agreement, of a seasonal flextime arrangement where up to the number of hours contained in one averaging period may be accumulated as surplus during the seasonal period to be taken as time off during the non-seasonal period. The accumulation and scheduling of surplus time is by mutual agreement.

## **7.6 Scheduling of Earned Time Off (ETO)**

(a) Where surplus hours from an Hours of Work Schedule in Clause 7.2, above, are to be scheduled, they shall be scheduled in when the annual work schedule is drawn up, unless mutually agreed to otherwise and subject to (b) below. Scheduling of such hours is also subject to operational requirements and to any vacation entitlements arising from preferences gained by seniority.

(b) Notwithstanding (a) above, the following shall apply:

(1) Up to 70 surplus hours may be taken with the employee's vacation entitlement at the employee's option, subject only to vacation entitlements arising from preferences gained by seniority. All remaining surplus hours shall be scheduled in when the annual work schedule is drawn up, unless mutually agreed to otherwise.

(2) Stationary and seasonal field employees may, by mutual agreement, reschedule surplus hours in order that the surplus hours are not taken away from Headquarters providing that there is no increased cost to the Employer.

(3) Employees, at their discretion, may withhold scheduling up to 70 surplus hours to be taken at any time during the year for miscellaneous purposes, except that they may not be added to vacation selections to increase the hours permitted in (b)(1) above. Such 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. Such approval shall not be unreasonably withheld.

**(4) Upon receiving their supervisor's approval, the employee's annual work schedule must be adjusted with scheduled ETO pursuant to Clause 7.6(b)(1) and 7.6(b)(3) above. Rescheduled ETO pursuant to Clause 7.6(b)(2) must also be recorded in the employee's annual work schedule.**

(c) Under the provisions of Clauses 17.3 and 17.4 of the Main Public Service Agreement, the day off in lieu of a holiday worked or a holiday on a day of rest, shall be scheduled by mutual agreement within 60 days. If the day off has not been scheduled or taken, it shall be attached to the following annual vacation leave or to the first consecutive days of rest, at the employee's option.

(d) Where, as a result of the provisions of Clause 14.3 of the Main Public Service Agreement, time is owed to or by the employee, it shall be accumulated until the time totals one scheduled shift. Use of such shift shall be scheduled by mutual agreement at the local level.

(e) Surplus hours earned during seasonal period(s) pursuant to the Hours of Work schedules in Clause 7.2 may, by mutual agreement, be taken within the seasonal period(s). A maximum of 98 earned surplus hours may, by mutual agreement, be taken in that 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. For the seasonal periods of less than six months, this clause shall be applied on a pro rata basis.

(f) All scheduled **or rescheduled** earned time off must be taken by March 31<sup>st</sup> following the year in which it was earned. Where earned time off is not taken as set out herein, such time will be paid out. **Avalanche crews with the Ministry of Transportation and Infrastructure must schedule their earned time off by August 31<sup>st</sup> following**

**the year in which it was earned or such time will be paid out.**

(g) ETO from the previous year that has not been scheduled by January 15<sup>th</sup>, may be scheduled by the Employer in consultation with the employee. Such ETO must be taken by March 31<sup>st</sup> or the Subclause (f) above applies.

**(h) Upon resignation, it is understood that ETO credits that have been used but not earned must be reimbursed to the Employer. Overdrawn ETO credits may be offset against wages or other monies owed to the employee.**

**(i) When an employee has been overpaid ETO credits, the provisions of Main Agreement Article 27.28 shall apply.**

## **7.7 Meal Periods**

(a) Meal periods shall be scheduled by mutual agreement as close as possible to the middle of the shift and where possible to correspond to dining room facilities where such facilities are available. The length of the meal period shall not be less than 30 minutes nor more than 60 minutes by mutual agreement.

(b) An employee shall be entitled to take their meal period away from the workstation. For the purpose of this agreement, an employee shall be considered to be away from their workstation if they are not subject to recall to work during their meal period. Where an employee is subject to recall during their meal period, the meal period shall be considered as time worked. On such an occasion the employee shall be compensated at the applicable overtime rate for the duration of the meal period. Overtime worked during a meal period shall be considered as overtime worked after the shift for overtime calculation purposes. "*Subject to recall*" means an employee is

required by the Employer to be immediately available for duty at their worksite.

(c) Time spent in the preparation of meals by field crew personnel shall be considered as time worked at straight-time rates, provided that the number of persons so occupied and the time required is authorized by the Employer.

(d) When adequate facilities are not available during inclement weather, employees may carry on with their duties during the normal meal break subject to the approval of their local supervisor. On such occasions the employees shall terminate their regular day's work earlier by the length of the meal break.

(e) Commercial Transport Inspectors at Inspection Stations who are required to eat their meals at their place of work and are subject to interruption to perform their duties during the meal period, shall have the meal period scheduled with pay within their workday.

## **7.8 Starting and Finishing Times**

An employee's start and finish times will be established on the annual work schedule as noted in Clause 7.2(e) above. However, an employee's start or finish time may be adjusted by up to three hours with a minimum of 14 days' written notice to the employee. A shorter period than 14 days may be mutually agreed to by the Employer and the employee. Notice to change a start or finish time must be for operational reasons and such notice must include those reasons. An employee may also request to adjust their start or finish time of up to three hours for personal reasons. Such requests from an employee will be granted providing it does not affect the operation of the Employer or add additional costs.

## **7.9 Part-Time Employees**

Part-time employees who are scheduled to work a full shift shall be subject to the work schedule applicable to their

workgroup. Part-time employees who are not scheduled to work a full normal shift applicable to their workgroup shall not be governed by Clause 7.2(b) of this agreement. For the purposes of this article, "*part-time employees*" shall be those employees working an average of less than 35 hours per week.

#### **7.10 Employees Working Away From Their Point of Assembly**

Except by mutual agreement, employees who are working away from their regular or temporary field point of assembly and who return on a daily basis to their regular or temporary field point of assembly shall be compensated for all hours worked and hours travelled from their regular or temporary field point of assembly to worksite and return.

#### **7.11 Callout for Emergency Situations**

It is agreed that employees called out for emergency situations who were not on standby will not be expected to perform tasks other than of an emergent nature.

### **ARTICLE 8 - OVERTIME**

#### **8.1 Overtime Authorization**

The Employer will submit to the Union, a list of positions designated to authorize overtime. Such designated personnel shall be deemed to have authorized overtime if they have designated authority in writing to a lower position.

#### **8.2 Overtime Compensation**

(a) Overtime compensation shall be monetary or in time off, at the employee's option. If the employee chooses time off, such time off shall be scheduled by mutual agreement between the Employer and the employee. Employees shall within 60 days from the end of the month in which they worked overtime, schedule such time off.

(b) (1) Any overtime still owing at the end of the calendar year may be taken as compensatory time off at a mutually agreeable time prior to the end of the fiscal year. Should this become impossible, all outstanding overtime shall be compensated by monetary payment at the end of the fiscal year.

(2) Notwithstanding (b)(1) above, an employee who has opted for compensatory time off (CTO) for overtime worked in one calendar year may, by mutual agreement, schedule the CTO to be taken by April 30<sup>th</sup>, of the following calendar year, and the employee may not subsequently opt for monetary payout for the overtime.

(3) Notwithstanding (b)(1) and (2) above, an employee engaged in the Snow Avalanche Program who has opted for CTO for overtime worked in one calendar year may, by mutual agreement, schedule the CTO to be taken by June 30<sup>th</sup> of the following calendar year, and the employee may not subsequently opt for monetary payout for the overtime.

## ARTICLE 9 - WORK CLOTHING

### 9.1 Supply of Required Uniforms

The following shall apply to all employees:

(a) The Employer shall provide and maintain the appropriate uniform or wearing apparel to employees required to wear a uniform or standard form of apparel. Any required uniform shall be supplied as soon as possible after hiring. **Uniforms shall be “stock sizing”. Tailoring-to-fit where required shall be provided at the Employer’s expense and may include the following: hemming slacks to proper length; taking in or letting out seams; or adjusting sleeve length.**

(b) The Employer shall not introduce changes in style of uniforms without prior consultation with the Union.

**(c) All required apparel shall be in accordance with Clause 26.2 of the Main Public Service Agreement.**

(d) All cleaning and laundering to be done by union establishments, where such establishments are available and offer comparable service.

(e) All issue clothing shall be new wherever possible. If used clothing must be issued, it shall be dry-cleaned and in good condition. Used footwear shall not be issued at any time. This shall not include outer footwear such as hip waders, overshoes, etc.

(f) The cost of approved cleaning, laundering, and repairing will be borne by the Employer. The allowance shall be per month:

- (1) effective April 1, **2022**: **\$32.01**; and
- (2) effective April 1, **2023**: **\$TBD**; and
- (3) effective April 1, **2024**: **\$TBD**.

where arrangements have not been made for cleaning, laundering and repairing.

(g) The existing scale of issue will not be changed without consultation of the employee.

***Note: The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.***

## **9.2 Existing Clothing Supply and Maintenance**

The following shall apply:

(a) The Employer shall continue to provide all wearing apparel, footwear and/or protective clothing presently

issued to employees. It is agreed this includes items for which the Employer presently reimburses employees.

(b) Changes in present issue shall be by mutual agreement between the parties except where such changes are the result of changes in the nature of the employee's job that precludes the need for such clothing.

(c) Such apparel and footwear shall be cleaned and kept in good repair by the Employer if the Employer was previously obligated to do so.

(d) In the case of those employees who are supplied with clothing but not required by the Employer to wear it, a reasonable re-issue program shall be maintained, as long as possible.

### **9.3 Protective Clothing**

Protective clothing is understood to mean wearing apparel which protects the employee's clothing from excessive dirt, grease, sparks or chemicals.

The following shall apply to the specific employees as listed below:

(a) The Employer agrees to supply the following protective apparel:

(1) Individual issue coveralls to the following:

(i) General Tradesman - maximum two pair per week;

(ii) Electrician (Highway) - maximum two pair per week;

(iii) Mechanic - maximum two pair per week;

(2) Individual issue laboratory coats or counter coats:

(i) Mechanic Supervisor - maximum two pair per week;

(ii) Highway Electrician Supervisor - maximum two pair per week;

(3) Individual issue Welder's leather jackets and aprons where appropriate.

(4) Plant issue rubber boots, aprons, gloves and goggles where appropriate when employees are cleaning or washing machinery or equipment.

(5) Plant issue coveralls to Operators when they are required to service equipment.

(6) Plant issue coveralls to Carpenters when required.

(7) Plant issue coveralls to those employees engaged in the operation of Distributor Trucks, and those engaged in sign maintenance.

(b) Any individual issue item described above must be worn by the employee on a regular basis or the Employer reserves the right to cancel this issue.

(c) Where the Employer supplies items listed above, the Employer agrees to bear the cost of approved laundering and repair. It may be necessary in some locations for the Employer to provide the apparel and an allowance in lieu of laundry and repair. In such case, an allowance will be provided; and

(1) effective April 1, **2022**: **\$32.01** per month;  
and

(2) effective April 1, **2023**: **\$TBD** per month;  
and

(3) effective April 1, **2024**: **\$TBD** per month.

**Note: The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.**

#### **9.4 Uniforms - Fire Marshal - Inspectors**

The clothing allotment for Fire Inspectors shall be as follows:

- (1) 2 tunics with rank insignia
- (2) 3 pairs of trousers
- (3) 3 long sleeve shirts; three short sleeve shirts
- (4) 1 trench coat or parka
- (5) 4 ties
- (6) 2 pairs of shoes
- (7) 2 sets of shirt collar insignia
- (8) 1 cap
- (9) 1 cap badge.

#### **9.5 Photo-Arts Technician**

(a) The Employer will supply suitable cold weather clothing for those Photo-Arts Technicians who are required to complete photographic assignments in the field which exposes them to severe winter conditions such as experienced on mountain tops or glaciers.

(b) The clothing supplied is for use during the cold weather assignments only and will include:

- (1) 1 winter parka with hood
- (2) 1 pair of insulated "warm up" pants
- (3) 1 pair of cold weather boots
- (4) 1 pair of insulated gloves.

#### **9.6 Paving Projects**

When required, coveralls shall be available on a plant issue basis to those paving employees assigned to crusher inspection, paving plant inspection, dipping tanks and calibrating asphalt distributors.

## **9.7 Snow Avalanche Technicians**

A water-repellent, breathable, cover-all jacket complete with safety markings shall be made available, on a plant issue basis, to Snow Avalanche Technicians required to ski in the performance of their duties.

## **9.8 Commercial Vehicle Safety & Enforcement Officers**

**The Employer agrees to provide the following to each of the employees when hired:**

- (1) 2 jackets, including 1 water repellent, breathable, seasonal appropriate jacket complete with safety markings**
- (2) 4 pairs of pants**
- (3) 6 shirts (3 short sleeve)**
- (4) 5 pairs of socks**
- (5) 1 tie**
- (6) 1 belt**
- (7) 1 cap and badge**
- (8) 1 winter hat**
- (9) 1 plastic cap cover**
- (10) 1 pair of gloves**
- (11) 4 pairs of overalls (Area Vehicle Inspectors - 6 pairs)**
- (12) 1 flashlight with batteries**
- (13) Footwear as outlined in the CVSE Standards and Best Practices**

The replacement of unserviceable items will be made upon surrender of items to be replaced and proof that replacement is not a result of negligence by the employee.

Where the Employer requires flashes to be worn, the Employer will be responsible for attaching same.

## **9.9 Park Rangers**

Park Ranger employees shall be reimbursed \$133.50 biennially for the purchase of footwear needed for the performance of their regular duties upon presentation of a receipt evidencing the purchase of same.

- (a) **\$160.00** biennially effective April 1, **2022**
- (b) **TBD** biennially effective April 1, **2023**
- (c) **TBD** biennially effective April 1, **2024**

***Note: The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.***

## **ARTICLE 10 - VACATION**

### **10.1 Vacation Period**

(a) All employees except those mentioned in 10.1(b), shall be permitted to take their vacation entitlement at any time during the year if the vacation schedule permits. All employees except those mentioned in 10.1(b) and 10.1(d) shall be entitled to take their complete vacation entitlement during "*prime time*". "*Prime Time*" is defined as the period from May 1<sup>st</sup> to September 30<sup>th</sup>, inclusive, except for employees in the Fish and Wildlife Branch for which "*prime time*" is defined as September 1<sup>st</sup> to December 31<sup>st</sup>, inclusive.

(b) Those employees designated as "*mobile*" and "*seasonal field*" may be permitted to take their full vacation entitlement at any time during the year if the vacation schedule permits. However, they shall be entitled to take two weeks in an unbroken period during "*prime*

*time*", except that an employee shall be entitled to take their full vacation entitlement in an unbroken period not less than once every three years during "*prime time*".

An employee designated as "*mobile*" and "*seasonal field*" shall be entitled to take their remaining entitlement in a further unbroken period.

(c) An employee may opt to be returned to their headquarters or temporary headquarters prior to commencement of the vacation period of their choice once per year.

(d) (1) For Liquor Distribution Branch employees, in peak work periods, a minimum of one regular employee in each classification may take their vacation subject to Clauses 10.2, and 10.3 of this agreement.

(2) Notwithstanding (1) above, work groups consisting of less than eight but greater than five employees, as at April 1<sup>st</sup> of each year, may have their availability to take vacation during July, August, and December limited to two employees away at a time in each classification series. Likewise, work groups of five or less employees as at April 1<sup>st</sup> may have their availability to take vacation during those months limited to one employee away at a time in each classification series.

## **10.2 Preference in Vacation**

(a) Vacation units, for the purpose of determining preference in vacation, are the same as Layoff and Recall units in Appendix 2 and shall be granted on the basis of service seniority within a classification series.

In all cases, regular employees shall have preference over any auxiliary employee in vacation selection.

(b) Employees in the following classifications:

Fish and Wildlife Assistant

Forest Technician

Laboratory Assistant

Park Assistant

Science Officer

Scientific Technical Officer (Agriculture Officer)

Scientific Technical Officer (Forest Technician and Officer)

Scientific Technical Officer (Regional Park Staff)

Scientific Technical Officer (Environment)

shall be entitled to at least three weeks of their vacation in an unbroken period. An employee shall be entitled to take any entitlement in excess of three weeks in a further unbroken period. An employee shall be entitled to take their full vacation entitlement in an unbroken period not less than once every three years.

(c) Employees in the following classifications:

Biologist

Laboratory/Health Science Officer

Planning Officer (including Islands Trust)

Policy Analyst - Science

Scientific Technical Officer (Park Officer - Headquarters)

shall be allowed to take at least four weeks of their vacation entitlement in an unbroken period during the period May 1<sup>st</sup>

to September 30<sup>th</sup>, inclusive, which shall be defined as the prime-time vacation period. For those employees who have more than four weeks' vacation entitlement, the Employer shall make every reasonable effort to allow such employees to take their complete vacation entitlement during the prime time vacation period if they so desire.

(d) Employees shall exercise their seniority rights for the choice of their first vacation period prior to March 1<sup>st</sup>. Seniority shall prevail in the choice of the second vacation period, but only after other employees in the unit have selected their first vacation period.

### **10.3 Vacation Schedules**

(a) Vacation schedule forms shall be posted by the Employer by February 15<sup>th</sup> of each year in each work unit. Employees shall make vacation selections by March 15<sup>th</sup> of each year. The complete vacation schedule shall be posted by March 31<sup>st</sup>.

(b) An employee who does not exercise their seniority rights within two weeks of the vacation schedule being posted, shall not be entitled to exercise these rights with respect to any vacation time previously selected by an employee with less seniority.

(c) The Employer shall make every effort to contact employees who are absent in order to establish such employees' preference for vacation.

(d) An employee who transfers to another work location where the vacation schedule has already been completed will not be entitled to exercise their seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice. If an employee is transferred by the Employer, they will be given the vacation time previously selected. However, no other employee's scheduled vacation shall be affected by the transfer.

(e) Vacation schedules may be amended at any time by mutual agreement of the Employer and any employee affected by the change.

(f) Changes requested in selected vacation periods for compassionate reasons shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees.

## **ARTICLE 11 - WAGES AND ALLOWANCES**

### **11.1 Special Certificate Allowance**

(a) Those employees required by the Employer to hold a valid British Columbia Blasters' Certificate which is not required in their classification specification shall receive biweekly compensation as follows:

- |     |  |      |
|-----|--|------|
| (1) | Electrical blasting single series .....  | \$15 |
| (2) | Safety fuse blasting .....   | \$15 |
| (3) | Combination of 1 and 2.....  | \$15 |
| (4) | Safety fuse and electrical blasting<br>to rated capacity of blasting machine ..... | \$20 |
| (5) | Electrical blasting for rated capacity<br>of blasting machine.....                 | \$20 |
| (6) | Seismic.....   | \$25 |
| (7) | General.....   | \$25 |

(b) Those employees required by the Employer to hold a valid Power Engineers Certificate which is not required in their classification specification, shall receive biweekly compensation of \$15.

(c) *Certified Faller Certificate*

Employees who, as part of the requirements of their job, are required to attain and maintain a certification as per the WorksafeBC Certified Faller Training Standard, shall be paid a premium allowance as follows:

- (1) **Faller certification biweekly allowance:**
  - (i) effective April 1, 2022 - \$100.00
  - (ii) effective April 1, 2023 - \$TBD
  - (iii) effective April 1, 2024 - \$TBD
  
- (2) **Qualified Faller Trainer (QF) certification biweekly allowance:**
  - (i) effective April 1, 2022 - \$150.00
  - (ii) effective April 1, 2023 - \$TBD
  - (iii) effective April 1, 2024 - \$TBD
  
- (3) **Qualified Supervisor Trainer (QST) certification biweekly allowance:**
  - (i) effective April 1, 2022 - \$200.00
  - (ii) effective April 1, 2023 - \$TBD
  - (iii) effective April 1, 2024 - \$TBD

Employees shall be entitled to only one of the above allowances.

***Note: The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.***

## **11.2 Climbing Stacks, Etc. - Premium Pay**

The following shall apply to Air Audit Technicians employees:

- (a) Employees or who are required to climb or work on stacks shall, in addition to the applicable rate of pay at the time of the climb, receive premium pay equal to their regular

hourly straight-time base rate for any time such work is performed.

(b) Employees who are required to climb meteorological towers at Saturna, Langdale, Alex Fraser Bridge, Prince George, Crofton, 100 Mile House, or Brilliant shall, in addition to the applicable rate of pay paid at the time of the climb, receive premium pay equal to their regular hourly straight-time base rate for any time such work is performed.

(c) Pay shall be in half hour increments.

### **11.3 Substitution Pay**

(a) Where substitution is required because the principal duties of a temporarily vacant position have to be carried out during the absence of the regular incumbent, the Employer agrees to give regular employees in the appropriate work unit and from the same occupational grouping, the opportunity to relieve in the higher paying position, provided there is no employee available whose functional job description requires periodic substitution and provided the employee substituting is sufficiently competent to assume the principal duties of the temporarily vacant position. The employee so designated to substitute will receive substitution pay in accordance with Clause 27.4 of the Main Public Service Agreement.

(b) Where substitution is required for the following classifications:

Biologist

Laboratory/Health Science Officer

Planning Officer (including Islands Trust)

Policy Analyst - Science

Scientific Technical Officer (Park  
Officer - Headquarters)

the most senior available qualified employee in the appropriate classification shall be afforded the opportunity to substitute in the higher position.

#### **11.4 Out-of-Pocket Expenses**

(a) An employee who is performing their duties within their headquarters area may claim unusual and/or extraordinary out-of-pocket expenses, subject to the approval of the Employer.

(b) Where employees have guest speakers, recruiting officers, consultants, or non-service personnel at their workplace, in the course of their duties, they shall, subject to prior approval, be reimbursed for reasonable expenses upon production of receipts.

#### **11.5 Standby**

(a) Employees shall be assigned standby on an equitable basis.

(b) Employees involved in forest protection, and those employees who have traditionally been assigned standby on a scheduled basis, will have standby assigned for weekly periods. Standby schedules will be posted one month in advance except in emergencies. Notwithstanding the above, the Employer may cancel scheduled standby giving 48 hours' notice to the employee(s) involved.

(c) In cases of emergency, and for those employees who have not traditionally been scheduled for standby on a regular basis, standby may be assigned without 30 days' notice, but the Employer shall endeavour to give as much advance notice as possible.

(d) Standby assigned on the employee's scheduled day of work will abut the shift and be a minimum of six hours. Standby assigned on a day of rest will be for 18 hours per day except for those who work for BC Wildfire Service for which the minimum will be 12 hours per day.

(e) Employees whose movements are restricted due to responsibility for the care and/or safety of livestock or equipment during non-working hours, shall be considered as on standby.

(f) The Ministries will consult with the Union prior to initiating standby programs where they have not existed previously. This provision shall not apply to standby situations made necessary by

## **11.6 Dirty Money**

The following shall apply to employees noted below:

Except for plumbers, plumber's helpers and plumber's apprentices, a premium allowance of \$1.05 per hour shall be paid in addition to regular rates of pay to employees in trades, helper or apprentice classifications required to work in areas contaminated with sewage. Premium allowance shall apply to Mobile Employees

(a) All employees designated "*mobile*" shall receive a monthly payment of **\$42.45** in addition to their regular monthly salary.

(b) "*Mobile*" employees shall be given 30 days' notice, wherever possible, but in no case less than 15 days' notice, of an impending move. The notice shall be in writing and shall indicate the date of move, new location and approximate duration at the "*new*" location.

(c) No employee designated "*stationary*" or "*seasonal field*" shall be changed to "*mobile*" status without their consent.

***Note: The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.***

## **11.7 Seasonal Field Employees**

The Employer will make every reasonable effort to give 15 days' notice of an impending relocation of "seasonal field" employees. The notice will include the expected date of move and expected duration of the field assignment.

***Note: The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.***

## **ARTICLE 12 - AUXILIARY EMPLOYEES**

### **12.1 Seniority Lists**

Lists to record service and classification seniority as required in Clause 31.3(a) of the Main Public Service Agreement shall be retained at the appropriate Ministry Office, and such information shall be provided to the President or their designate, upon request.

### **12.2 Layoff and Recall (Auxiliary Employees)**

(a) Pursuant to Clause 31.5 of the Main Public Service Agreement, the layoff and recall units for auxiliary employees shall be defined in Appendix 2 - Auxiliary Layoff and Recall Units.

(b) When new work units are established, the Joint Committee shall meet and make recommendations, pursuant to Clause 31.5 of the Main Public Service Agreement.

## **ARTICLE 13 - GENERAL CONDITIONS**

### **13.1 Headquarters and Employee Designations**

(a) Every employee except mobile employees, shall be assigned a permanent headquarters.

(b) For the purposes of this agreement, each employee shall be designated as "stationary", "mobile", or "seasonal"

*field*" as defined in MOU 3 of the Main Public Service Agreement.

### **13.2 Points of Assembly**

(a) Every employee will be assigned a regular point of assembly. Unless otherwise specified in this agreement, an employee shall commence and terminate each day's work at their point of assembly.

(b) Except for those points of assembly specified in Appendix 1, and other previously agreed upon points of assembly, all other points of assembly shall be mutually agreed upon at the local level between the Union and the Employer. This includes the creation of new points of assembly when the Employer establishes new worksites.

(c) If mutual agreement cannot be reached at the local level, the matter shall be immediately referred to the Article 29 Committee for recommendations to resolve the dispute. In the event the Article 29 Committee cannot make recommendations to resolve the dispute, either party may refer the matter to arbitration, pursuant to Article 9 - Arbitration of the Main Public Service Agreement.

(d) Employees shall be notified of any changes in the point of assembly at least 72 hours and where possible, five days in advance or by mutual agreement at the local level.

(e) Notwithstanding (d) above, the Employer may temporarily change the point of assembly in the event of an emergency.

### **13.3 Return to Point of Assembly**

When an employee is assigned temporarily to a worksite that is so far removed that they are unable to return to their point of assembly at the end of each workday, the following conditions shall apply:

(a) Travel between their place of temporary accommodation and the worksite that exceeds 15 minutes shall be considered as time worked.

(b) Time spent in travel between an employee's point of assembly and the worksite at the commencement and termination of each assignment shall be considered as time worked.

(c) Employees on travel status shall be afforded the opportunity of returning to their point of assembly at the end of each two-week cycle, at no loss of pay to the employees. In addition, time off adjoining their days of rest, at their point of assembly, will be earned at the rate of one-half day for each day of rest spent away from their point of assembly. The latter provision shall not apply when the employee is authorized to work, and works their day(s) off.

(d) For "*Seasonal Field*" and "*mobile employees*" (c) above doesn't apply. Seasonal field employees shall be afforded the opportunity of returning to their headquarters and "*mobile*" employees to their temporary headquarters (when working away from temporary headquarters) for two additional days off adjoining their normal days of rest at the end of each five-week period at no loss of pay to the employee.

(e) Upon mutual agreement, days off referred to in (c) and (d) (above) may be banked.

(f) For the purposes of (c) and (d) (above), travel and meal costs will be at the Employer's expense and on the Employer's time. Travel time beyond the normal workday shall not be considered as time worked. Reasonable time will be allowed for the employee to reach their destination on the Employer's time.

(g) The overtime provisions for the Main Public Service Agreement shall be considered to apply to any travel undertaken to return the employee to their point of assembly

if such travel takes place outside their scheduled hours of work.

*\*An opportunity to return to headquarters shall not be regarded to have occurred should that employee not have the opportunity to return to headquarters for a period of not less than 18 hours.*

### **13.4 Supply and Maintenance of Equipment/Tradesperson's Tools**

The Employer shall provide and maintain all equipment, tools, machinery, furniture, and supplies necessary for the employees to perform their duties effectively.

### **13.5 Transportation on Termination**

Employees engaged in work away from headquarters and temporary headquarters who are discharged shall be paid for transportation costs and travel time to their point of hire or residence within British Columbia, whichever is the lesser cost. The Employer may determine the mode of transportation.

### **13.6 Transportation of Resigned Personnel from Isolated Location**

In isolated locations where an employee resigns because of unforeseen incompatibility with work or camp conditions, or for compassionate reasons, the Employer will arrange for transportation to the nearest commercial carrier as soon as possible.

### **13.7 Oaths**

When the Employer requires employees to take oaths pertaining to their employment, undergo medical examinations or x-rays as required for employment, the Employer shall grant the necessary time off.

### **13.8 Use of Aircraft**

Employees shall not be required to use an aircraft in the course of their duties other than those of regular commercial airlines, licensed charters, or government aircraft.

### **13.9 Copyrights**

(a) The Employer and the Union agree that original articles, technical papers, information reports and/or instructional notes prepared by the employee within the course of their duties for the Employer, shall be retained by the Employer. The Employer further agrees that the employee may be granted permission to quote selected portions of such materials in a larger work or to publish the material in related journals. Such permission shall not be unreasonably withheld.

(b) The Employer agrees that an employee may prepare articles, technical papers, and/or instructional notes on their own time, and copyright for such material shall be vested in the employee. Confidential information shall not be disclosed without written permission of the ministry head.

### **13.10 Personal Research**

Subject to approval by the Employer and the Local Safety Committee, an employee may use facilities normally used in the course of their duties to carry out personal research or projects. The cost of materials shall be borne by the employee. Such approval shall not be unreasonably withheld by the Employer. The above is subject to adherence with the BC Public Service Standards of Conduct.

### **13.11 Technical Orders - Tradespeople**

Tradespeople will take technical orders only from a foreman in their own or a related trade, ministry supervisor, or general management, when foremen are not available.

### **13.12 Tradespeople Not to Work as Helpers**

It is not the Employer's policy to require certified Tradespeople to work as trades helpers on a full-time basis, except as indicated in job specifications.

### **13.13 Travel Outside the Province (HRO Museum Curators)**

(a) Employees required to travel outside the province shall be reimbursed for receipted expenses incurred in the course of their duties. Receipts shall not be required for expense categories currently paid without receipts within British Columbia. Types and amounts of receipted expenses that will be reimbursed outside the province will be pre-authorized.

(b) Employees will be provided reasonable stop-over time, where required, in view of fatigue occasioned by international travel.

(c) Hours of work for employees on travel shall not be more than seven hours per day exclusive of meal periods, or not more than 70 hours per two-week period, except that working hours need not be prescribed within set periods on the clock but should meet the requirements of the assignments.

### **13.14 Telephone Call**

(a) Employees on "*seasonal field*" crews and "*mobile*" crews as defined in Clause 13.1 when away from the normal headquarters and/or temporary headquarters, shall be reimbursed for a maximum of one five-minute telephone call home for the first night away, and every three consecutive nights away thereafter.

(b) Employees entitled to (a) above may be required to use government telephone facilities where available, and providing access is at a time suitable to the employee and

at the same frequency as in (a) above. In this case the reimbursements in (a) above will not apply.

(c) The same degree of privacy shall be provided as a public facility.

(d) Employees entitled to the provisions of Clause 27.20 of the Main Public Service Agreement shall not be entitled to the provisions of (a) above.

## **ARTICLE 14 - APPRENTICES**

### **14.1 Administration and Implementation of Apprentices Programs**

The Employer and the Union recognize that Apprenticeship Programs are the normal procedures for obtaining journeyman qualifications. Administration and implementation of Apprenticeship Programs will be administered by the Employer at the Ministry level.

### **14.2 Apprentices Attending School as Required by the BC Industry Training Authority**

(a) When an apprentice is attending school as required by the BC Industry Training Authority, they shall be paid their appropriate wage rate. Where eligible, the apprentice shall apply for a wage allowance from the federal department responsible for training and development and shall remit this allowance to the Employer.

(b) The Employer will advise apprentices when they are eligible for a federal department responsible for training and development wage allowance.

### **14.3 Apprentices Attending Special Training as Required by Employer**

Where apprentices are required by the Employer to attend specialized training locations, which require them to either relocate or transfer from their headquarters, they shall receive

the appropriate allowance described under Clauses 27.15 and 27.16 of the Main Public Service Agreement.

#### **14.4 Apprentices Moving Expenses**

The Employer agrees to pay for authorized moving expenses incurred by apprentices to and from home bases other than to the initial appointment base. When an apprentice qualifies for a higher percentage on the wage scale, this shall not be construed as a promotion. When there is a pre-programmed change in an apprentice's geographic location, this shall not be construed as a transfer.

### **ARTICLE 15 - TERM OF AGREEMENT**

#### **15.1 Duration**

This agreement shall be binding and remain in effect to midnight, March 31, **2025**.

#### **15.2 Notice to Bargain**

(a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 31, **2025**, but in any event not later than midnight, January 31, **2025**.

(b) Where no notice is given by either party prior to January 31, **2025**, both parties shall be deemed to have been given notice under this clause on January 31, **2025**, and thereupon Clause 15.3 of this article applies.

(c) All notices on behalf of the Union shall be given by the President of the Union or a designate, and similar notices on behalf of the Employer shall be given by the Head of the BC Public Service Agency.

#### **15.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Clause 15.2 above, the parties shall, within 14 days after the notice was given, commence collective bargaining.

#### **15.4 Changes in Agreement**

Any change deemed necessary in this agreement may be made by mutual agreement at any time during the life of this agreement and such agreed changes shall be incorporated into this agreement as an Addendum.

#### **15.5 Agreement to Continue in Force**

Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

#### **15.6 Effective Dates of Agreement**

The provisions of this agreement, except as otherwise specified, shall come into full force and effect on April 1, 2019.

## FOR THE UNION:

Stephanie Smith  
President

Rob Davis, Vice President  
Environment, Technical & Operations  
Component

Dimitri Vaisius  
Bargaining Committee  
Environment, Technical & Operations  
Component

Thierry Rouget, Bargaining Committee  
Environment, Technical & Operations  
Component

Ryan Wiederick, Bargaining Committee  
Environment, Technical & Operations  
Component

James Moe, Bargaining Committee  
Environment, Technical & Operations  
Component

Frank N. Anderson  
Director

Signed May 3, 2023

## FOR THE EMPLOYER:

Korina Tsui, Director,  
Labour Relations  
BC Public Service Agency

Ellen Hrad, Senior Labour  
Relations Specialist  
BC Public Service Agency

Sherri Norman  
Senior Labour Relations  
Specialist  
BC Public Service Agency

Ian J. Brown, Deputy Director  
Compliance and Enforcement Branch  
Ministry of Forests

Chris Doyle, Deputy Chief  
Conservation Officer Service Branch  
Ministry of Environment and Climate  
Change Strategy

Samantha Eburne, Director  
Commercial Vehicle Safety  
Enforcement  
Ministry of Transportation and  
Infrastructure

Mary Myers, Director,  
Corporate Governance  
BC Wildfire Service  
Ministry of Forests

Cassandra Caunce, Director  
Environmental Protection Division  
Ministry of Environment and Climate  
Change Strategy

**LETTER OF INTENT 1**  
**Foremen**

It is not the general policy or practice of the Employer to have Foremen perform work normally done by the non-foremen members in this component except in the case of working level Foremen whose normal duties include such work.

Dated: September 30, 1986

Renewed: **February 2, 2022**

**LETTER OF INTENT 2 (NEW)**  
**Application of Seasonal Periods for Work Schedules**

The Environment, Technical and Operations Component (ETO) Agreement provides for work schedules to incorporate "*seasonal periods*" considered to be the traditional seasonal period of increased activity for the employees involved.

The Employer acknowledges that in general terms, the intent of seasonal periods is for the purpose of field work.

Notwithstanding this, the parties acknowledge that the modernization of ETO hours of work should reflect the needs of the workforce and therefore any new applications of seasonal periods will be determined in consultation and mutual agreement with the Union through the Joint ETO Hours of Work Committee.

Dated: February 4, 2022

## APPENDIX 1

<b>Worksite</b>	<b>Points of Assembly</b>
Ministry of Forests District Staff	District Office or Field Office
Ministry of Forests	Seed Orchard
Cowichan Lake Research	Cowichan Lake Research Station
Manning Park	Manning Park Service Yard
Mount Seymour Park	Mount Seymour Park Service Yard
Paul Lake Park	Paul Lake Park Service Yard
Lac Le Jeune	Lac Le Jeune Park Service Yard
Skihyst Park	Skihyst Park Service Yard
Monck Park	Monck Park Service Yard
Big Bar Park Parks Construction	Big Bar Park Service Yard Established for individual projects
Ministry of Forests Projects	Regional Operations District Office, Field Office or project camp where applicable, or otherwise mutually acceptable location
BC Wildfire <b>Service</b>	

## APPENDIX 2

### Auxiliary Layoff and Recall Units

1. Ministry of **Post Secondary Education and Future Skills**
  - by geographic location

2. Agricultural Land Commission
  - by geographic location
3. Ministry of Agriculture **and Food**
  - by geographic location
4. Ministry of Children **& Family Development**
  - by geographic location
5. Ministry of Education **and Child Care**
  - by geographic location
6. Ministry of Energy, Mines **and Low Carbon Innovation**
  - by geographic location
7. Ministry of Environment **& Climate Change Strategy**
  - (a) Victoria - by Division, by Branch
  - (b) Balance of Province
    - (i) Balance of Ministry - by Division, by geographic location
    - (ii) For Regional Park Offices:
      - by Park Office
      - by designated point of assembly
8. Ministry of Forests **and Ministry of Water, Land and Resource Stewardship**
  - (a) For Food Production (Camp Cooks), Labourers, Machine Operators and Mechanics - by point of assembly

- (b) For all other employees:
- (i) Provincial Operations Function (formerly Headquarters) except Initial Attack and Unit Crews - by Branch, by geographic location
    - Initial Attack Crews and Unit Crews - by crew type, by geographic location except:
      - Shoreacres/Castlegar - by crew type
      - Kootenay Lake - by crew type
  - (ii) Regions - except Engineering and Geomatics (e.g., GIS/LIM) Functions - by section within regional office
    - Engineering and Geomatics (E.G., GIS/LIM) Functions - by regional office
  - (iii) Districts - by geographic location
  - (iv) BC Timber Sales - by geographic location
  - (v) Corporate Services for the Natural Resource Sector - by geographical location

9. Ministry of Health

- by office geographic location

10. Ministry of Indigenous Relations & Reconciliation

- by division

11. Islands Trust
  - by Branch, by geographic location
12. Liquor Distribution Branch
  - by point of assembly
13. Ministry of Municipal Affairs
  - by geographic location
14. Royal British Columbia Museum
  - by Department, by geographic location
15. Ministry of Social Development & Poverty Reduction
  - Headquarters: by Division, by geographic location
16. Ministry of Transportation and Infrastructure
  - (a) Victoria - by Branch:
    - Balance of Province - by geographic location
  - (b) Field Services:
    - Paving - by project
    - Grading - by project
17. All other Ministries, Boards and Agencies
  - by geographic location

**MEMORANDUM OF UNDERSTANDING 1**  
**Hours of Work Agreement Form**

The current Hours of Work Agreement Form is replaced by the following (see also next page):

[https://www2.gov.bc.ca/assets/gov/careers/all-employees/work-arrangements/eto\\_mou\\_1\\_how\\_form.pdf](https://www2.gov.bc.ca/assets/gov/careers/all-employees/work-arrangements/eto_mou_1_how_form.pdf)



Where ideas work

ENVIRONMENTAL, TECHNICAL AND OPERATIONAL COMPONENT  
HOURS OF WORK AGREEMENT

**Instructions:**

- Excluded managers responsible for the work group and union stewards must fill out this form for employees
- Excluded managers must submit the completed form to MyHR
- A copy of this form will be attached the employee's personnel file and may be used to update Time and Leave
- For MOU #6 employees only, the Union Representative must send a copy of this form to the Component Vice President.

**Distribution Copies:**

- All Stewards at Worksite
- Employee's Personnel File

**SECTION 1: WORK INFORMATION**

Branch and Ministry

Location(s) (point of assembly)

Work Group Applies To (include classification(s), number of position(s))

Agreed to Shift Selection (Hours of Work Table) (refer to the # selection from the table in Clause 7.2)

Agreed to Shift Selection for Seasonal Period (if any)

Shift Selection Expected To Be Implemented On \_\_\_\_\_ (yyyymmdd)

Sunset Clause Yes  No  Expiry of Sunset Clause \_\_\_\_\_ (yyyymmdd)

Default Schedule Upon Expiry (base) \_\_\_\_\_ (seasonal if any) \_\_\_\_\_

Union Representative \_\_\_\_\_  
NAME (PLEASE PRINT) SIGNATURE DATE

Employer Representative \_\_\_\_\_  
NAME (PLEASE PRINT) SIGNATURE DATE

**SECTION 2: ADDITIONAL INFORMATION**

For Memorandum of Understanding #6 Employees Only:

Elect to not opt into Clause 7.1 shift selection and work averaging schedule: Yes  No

If Yes, please indicate: 70-hour schedule  140-hour schedule

## **MEMORANDUM OF UNDERSTANDING 2 (NEW)**

### **Hours of Work - Annual Schedule - Sample**

The Parties agree this Environment, Technical and Operations Component Annual Work Schedule is a sample and the current copy may be accessed by this link:

[https://www2.gov.bc.ca/assets/gov/careers/all-employees/work-arrangements/eto\\_component\\_annual\\_work\\_schedule\\_bc\\_psa\\_100.xlsx](https://www2.gov.bc.ca/assets/gov/careers/all-employees/work-arrangements/eto_component_annual_work_schedule_bc_psa_100.xlsx)

## **MEMORANDUM OF UNDERSTANDING 3**

### **BC Wildfire Service**

The parties agree that the recruitment, retention and succession planning of **BC Wildfire Service** staff is a suitable matter for discussion at the Ministry Joint Committee established pursuant to Article 29.

Issues requiring potential amendment to the Main Public Service Agreement or component agreements will be forwarded to the respective Principals for their consideration.

Dated: March 19, 2006

Renewed: **February 1, 2022**

## **MEMORANDUM OF UNDERSTANDING 4**

### **Auxiliary Layoff BC Wildfire Service**

Notwithstanding Clause 31.5 of the Main Public Service Agreement, the parties agree that auxiliary employees employed by the BC Wildfire Service may request to be laid off out of order of seniority after August 15 provided:

- a) They are attending a post-secondary educational institution to continue their education during the term immediately following their last day of work/layoff date (proof of enrolment may be required), and

b) They advise their respective Fire Centre by mid-August of their intention to return to school, and

c) The fire situation is such that the BC Wildfire Service is able to meet its fire suppression obligations without the employee(s).

Once an auxiliary employee has advised the Fire Centre of their desire to be laid off pursuant to (b) above, the employee will not be permitted to revoke that request without the Employer's agreement.

Dated: March 1, 2006

Renewed: **February 1, 2022**

### **MEMORANDUM OF UNDERSTANDING 5 Lodging Allowance**

For employees working in Ministry of Transportation and Infrastructure, Field Services Division, the parties agree to increase the lodging allowance under Clause 27.25 of the Main Public Service Agreement to \$50 per day for those on travel status who stay in non-commercial lodging. All other terms of Clause 27.25 shall apply. This agreement is made in consideration of the unique working conditions of the Field Services employee group and is not open to any other Ministry or work group.

***Note: The 2023 and 2024 allowances will be increased by the percentage of the combined GWI and COLA for each respective year.***

Renewed: **February 1, 2022**

## **MEMORANDUM OF UNDERSTANDING 6**

### **Hours of Work Averaging Schedules**

The purpose of this memorandum is to provide an additional option to a workgroup(s) of employees working in enforcement and monitoring work, other than the Hours of Work Table in Clause 7.2.

The specific work groups these provisions may apply to 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 and Park Officer positions.

The provisions of this Hours of Work Agreement stems from various provisions under Article 7 for averaged hours of work language and are as follows:

1. Each of the above work groups must first complete the Hours of Work Agreement Form (Memorandum of Understanding 1), including determining an hours of work schedule pursuant to the Hours of Work Table in Clause 7.2 above. Work groups may then decide, provided the Employer agrees, to opt into the Hours of Work Agreement.
  
2. Except for work groups that have opted into the Hours of Work Agreement pursuant to Clause 7.2 and #1 above, the daily hours of work shall be based on either a two week, 70-hour or four week 140-hour averaging period. All time worked in excess of 10 hours per day and/or in excess of the total hours required in the averaging period shall be considered overtime. For each 14-day cycle within the averaging period, subject to operational requirements, four days of rest must be scheduled by the employee in consultation with their supervisor prior to the commencement of the cycle. The days of rest shall reflect the nature of the work assignments in that cycle and will be a minimum of two consecutive days unless mutually agreed otherwise.

3. The employee shall keep daily records of their actual working times and submit such a record to their supervisor at the end of each work cycle.
4. In order to provide the flexibility required for these employees to complete the required hours in each work cycle, the minimum scheduled shift, exclusive of meal periods, is not required to be seven hours.
5. Work groups, who are operating under (2) above, shall be permitted at anytime to revert to the Hours of Work Agreement made, provided the Employer agrees, pursuant to (1) above.

### **MEMORANDUM OF UNDERSTANDING 7**

The Employer recognizes that from time to time field status employees will be required to attend short-term training, meetings or conferences outside their district/operational area where employees are required to be **32 kms** away from their **point of assembly** overnight. In those circumstances, field status employees will be on travel status.

### **MEMORANDUM OF UNDERSTANDING 8 TEO Scalers**

The parties agree the following individual(s) as TEO Scaler(s) will continue to have caulk boots supplied by the Employer in lieu of the provisions of Clause 5.3 (b)(2):

- Valerie Golley

Should the parties discover any other individuals that were previously covered under the provisions of Clause 5.3, then they will be added to the above list.

**MEMORANDUM OF UNDERSTANDING 9 (NEW)**  
**Hours of Work Committee & Alternative Dispute**  
**Resolution Process**

The Parties made significant changes to the 18<sup>th</sup> ETO Collective Agreement, including language for hours of work that applies to all employees covered under the ETO Collective Agreement. This includes the completion of the MOU 1 Hours of Work Agreement Form and the Annual Work Schedule.

Following the ratification of the 18<sup>th</sup> ETO Collective Agreement, the Parties established a Joint Implementation Committee made up of two representatives from each side. In addition, the Parties established an alternative dispute resolution process to the grievance and an Hours of Work Umpire Process in the Main Agreement. This dispute resolution process did not replace the processes in the Main agreement but provided a process for the Parties to deal with matters through the Joint Implementation Committee in a proactive and expedited fashion.

As a result, the Joint Implementation Committee was able to: resolve many potential disputes without the need of a third party for resolution; issue joint communication on interpretive matters; and conduct joint training to ETO members and managers.

The Parties share an interest to build on the work that the Joint Implementation Committee did during the life of the 18<sup>th</sup> ETO Collective Agreement. Accordingly, the Parties agree to the establishment of a Joint ETO Hours of Work Committee with the following Terms of Reference:

1. The ETO Hours of Work Committee will consist of two representatives from each side. The Parties will endeavour to ensure that their respective committee members are members from the respective bargaining

**committees, including the main negotiators from each side.**

**2. The ETO Hours of Work Committee shall meet regularly as matters arise, in any case will plan to meet at least once a month, except during busy vacation periods.**

**3. The Parties may call upon subject matter experts to Joint Committee meetings as needed.**

**4. The ETO Hours of Work Committee will develop an agenda for each meeting and will report out to their respective sides as determined by the Committee.**

**5. The ETO Hours of Work Committee will be governed by the following objectives of the committee:**

**(a) to evaluate the implementation of the Hours of Work in Article 7 and MOU 6;**

**(b) to provide education and awareness on the hours of work to ETO members and managers;**

**(c) to offer an alternative dispute resolution process for Hours of Work under the ETO Component Agreement.**

**6. The ETO Hours of Work Committee may review the following items, and accordingly require work groups to submit the requisite documentation in support of this:**

**(a) work schedules that utilize schedules 20 - 24 from the table in Clause 7.2, including agreed to MOU 1s. This may include a review of actual schedules worked as recorded in annual work schedules and updated annual work schedules;**

**(b) work schedules that utilize MOU 6, including their completed MOU 1 and Annual Work Schedules;**

**(c) work schedules that utilize seasonal periods and to develop a method of tracking this information.**

**7. In addition to the above, and in support of the work of the ETO Hours of Work Committee, the Employer will provide the Union, within 90 days of ratification of the collective agreement, a list of all the workgroups utilizing MOU 6. This list may be provided sooner as the Employer agrees to not wait until the ratification of the collective agreement to begin this work.**

**8. During the life of this agreement, the ETO Hours of Work Committee will endeavour to schedule a meeting/phone call with the Steward and the Management representatives of each workgroup utilizing MOU 6. The purpose of the meeting will be to review the actual work schedules carried out, the compliance with the collective agreement and to problem solve any potential issues.**

**9. The ETO Hours of Work Committee will develop and deliver joint education to managers and BCGEU Component 20 members on the hours of work provisions.**

## **ALTERNATIVE DISPUTE RESOLUTION PROCESS**

**The parties will share information to properly inform each other of issues that arise with respect to hours of work, and where possible before any grievance or hours of work umpire processes are initiated.**

**1. The Parties, subsequent to bargaining will name a representative for each side to receive information on**

**disputes and potential disputes and seek to resolve them;**

**2. Accordingly, any issues regarding hours of work where mutual agreement cannot be reached at the local level between the manager and the steward at the worksite, will be immediately referred to the named representatives for each side pursuant to #1 above;**

**3. Further, any issue regarding hours of work that arises may be immediately escalated to the named employer and union designates, who will review and attempt to resolve such issues within 30 days;**

**4. If mutual agreement cannot be reached by the named representatives, either party may refer the matter to an independent arbitrator for a binding decision. Such referral to arbitration must be within 30 days of failure to reach mutual agreement and the arbitrators listed in Article 9 of the Main Public Service Agreement will be the list the Arbitrator is drawn from. The Arbitrator is to be guided by the Collective Agreement language (both ETO and Main Agreement). Decisions made, pursuant to this process will be considered, similar to the expedited process in the Main Agreement, as without precedent. However, the Parties may mutually agree to proceed on a precedent setting basis.**

**5. Notwithstanding #4 above, the Parties will develop an ETO hours of work third party dispute resolution process, similar to what was utilized with Corinn Bell during the 18<sup>th</sup> ETO Collective Agreement.**

**6. The above process is not intended to circumvent any rights of either side to file disputes through the grievance or hours of work umpire processes in the Main Agreement.**

**MEMORANDUM OF AGREEMENT 10 (NEW)**  
**Point of Assembly for Meat Hygiene & Agri Food**  
**Inspectors**

Points of Assembly (POA) are a ministry responsibility and will be assigned as either a ministry location or a slaughter establishment. If Meat Hygiene & Agri Food Inspectors work at more than one slaughter establishment, travel and hours of work will be calculated on the closer of their residence or their point of assembly.

For instance, if the employee's residence is closer than the POA to another slaughter establishment they report to, the Employer will pay the employee from the time they leave their residence to the slaughter establishment to the time they return to their residence. Mileage will be paid for any travel in excess of the distance from the employee's home to the POA. If it is the employee's choice to work at more than one slaughter establishment, mileage will not be paid for the secondary site.

If the Employer assigns a change in POA, the collective agreement applies. The Parties agree the intent of this agreement is that mileage and time will be calculated to ensure neither the employee nor the Employer has added cost for time and travel that does not actually occur, based on where a POA may be assigned.

**LETTER OF UNDERSTANDING 1 (NEW)**  
**Appendix 2**

Further to the agreement on the housekeeping changes to Appendix 2 (Auxiliary Layoff and Recall Unit), the Parties share a mutual interest to ensure that the Appendix is as up to date as possible prior to the printing of the new ETO Collective Agreement. Further, there is a present possibility that there will be changes in ministry names and potentially structure in an organizational review that is occurring in the Ministries of Environment and Climate Change Strategy and Forests, Lands, Natural

**Resources & Rural Development and potentially other ministries.**

**Accordingly, the Parties agree that should any changes occur that will have consequential changes to Appendix 2, before the 19<sup>th</sup> ETO Collective Agreement is sent for printing, the Parties will meet to negotiate changes to Appendix 2. This will be done to ensure the most up-to-date information is included in the printed version of the ETO Collective Agreement.**

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