

**EIGHTEENTH COMPONENT AGREEMENT**

**between the**

**GOVERNMENT OF THE  
PROVINCE OF BRITISH COLUMBIA**

**represented by the**

**B.C. PUBLIC SERVICE AGENCY**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

**representing employees of the**

**ENVIRONMENTAL, TECHNICAL AND  
OPERATIONAL COMPONENT**

**Effective from April 1, 2019 to March 31, 2022**

## B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION OFFICES

<b>HEADQUARTERS</b> 4911 Canada Way Burnaby, V5G 3W3	Phone: 604-291-9611 Toll Free: 1-800-663-1674 Fax: 604-291-6030/Toll Free: 1-800-946-0244
<b>VICTORIA AREA OFFICE</b> 2994 Douglas Street Victoria, V8T 4N4	Phone: 250-388-9948 Toll Free: 1-800-667-1033 Fax: 250-384-8060/Toll Free: 1-800-946-0246
<b>NORTH ISLAND AREA OFFICE</b> #106 – 1650 N. Terminal Ave Nanaimo, V9S 0A2	Phone: 250-338-7774 Toll Free: 1-800-667-1997 Fax: 250-740-0070/Toll Free: 1-800-946-0247
<b>LOWER MAINLAND AREA OFFICE</b> #130-2920 Virtual Way Vancouver, V5M 0C4	Phone: 604-215-1499 Toll Free: 1-888-238-0239 Fax: 604-215-1410/Toll Free: 1-800-946-0248
<b>FRASER VALLEY AREA OFFICE</b> 8555 198A Street Langley, V2Y 0A9	Phone: 604-882-0111 Toll Free: 1-800-667-1103 Fax: 604-882-5032/Toll Free: 1-800-946-0249
<b>KAMLOOPS AREA OFFICE</b> 158 Oriole Road Kamloops, V2C 4N7	Phone: 250-372-8223 Toll Free: 1-800-667-0054 Fax: 250-372-1782/Toll Free: 1-800-946-0250
<b>CARIBOO AREA OFFICE</b> 107A North 1 <sup>st</sup> Avenue Williams Lake, V2G 1Y7	Phone: 250-392-6586 Toll Free: 1-800-667-9244 Fax: 250-392-5582/Toll Free: 1-800-946-0251
<b>OKANAGAN AREA OFFICE</b> 1064 Borden Avenue Kelowna, V1Y 6A8	Phone: 250-763-6405 Toll Free: 1-800-667-1132 Fax: 250-763-9233/Toll Free: 1-800-946-0252
<b>EAST KOOTENAY AREA OFFICE</b> #303-105 Ninth Ave. South Cranbrook, V1C 2M1	Phone: 250-426-5459 Toll Free: 1-800-667-1203 Fax: 250-489-4700/Toll Free: 1-800-946-0253
<b>WEST KOOTENAY AREA OFFICE</b> 2316 Columbia Avenue Castlegar, V1N 2X1	Phone: 250-365-9979 Toll Free: 1-800-667-1061 Fax: 250-365-9971/Toll Free: 1-800-946-0254
<b>PEACE RIVER AREA OFFICE</b> 10251-100th Street Fort St. John, V1J 3Y8	Phone: 250-785-6185 Toll Free: 1-800-667-0788 Fax: 250-785-0048/Toll Free: 1-800-946-0255
<b>PRINCE GEORGE AREA OFFICE</b> 500 Quebec Street Prince George, V2L 0C6	Phone: 250-563-1116 Toll Free: 1-800-667-8772 Fax: 250-562-9012/Toll Free: 1-800-946-0257
<b>NORTHWEST AREA OFFICE</b> 4600 Lazelle Avenue Terrace, V8G 1S5	Phone: 250-635-9126 Toll Free: 1-800-665-1664 Fax: 250-635-3588/Toll Free: 1-800-946-0259

## TABLE OF CONTENTS

<b>ARTICLE 1 - PURPOSE OF AGREEMENT .....</b>	<b>1</b>
<b>ARTICLE 2 - UNION RECOGNITION.....</b>	<b>1</b>
2.1 Stewards .....	1
2.2 Union Representatives.....	2
2.3 Union Bulletin Boards.....	2
2.4 Union Insignia .....	2
<b>ARTICLE 3 - JURISDICTION .....</b>	<b>3</b>
<b>ARTICLE 4 - JOB SECURITY .....</b>	<b>3</b>
4.1 Positions Temporarily Vacant .....	3
4.2 Classification Elimination .....	3
<b>ARTICLE 5 - OCCUPATIONAL HEALTH, SAFETY AND WELFARE.....</b>	<b>4</b>
5.1 Preamble.....	4
5.2 Level 1 First Aid Certification .....	4
5.3 Safety Equipment.....	4
5.4 Survival Equipment .....	5
5.5 Survival Course.....	6
5.6 Recreational Use of Employer's Facilities.....	7
5.7 Recreational Facilities .....	7
5.8 Falling of Trees .....	7
5.9 Clean-up Time.....	7
5.10 Provision for Locker and Changing Facilities .....	8
<b>ARTICLE 6 - CAREER DEVELOPMENT .....</b>	<b>8</b>
6.1 Preamble.....	8
6.2 Preparation for Examination.....	8
6.3 In-Service Examination .....	9
6.4 Examination Costs .....	9
6.5 Provisions Regarding Attendance at Conferences, etc. ....	9
6.6 Job Orientation.....	9
6.7 Equipment Demonstrations.....	10
6.8 Professional Development .....	10
6.9 Exchange Programs .....	11
6.10 On-the-Job Operator Training.....	11
<b>ARTICLE 7 - HOURS OF WORK .....</b>	<b>12</b>
7.1 Preamble.....	12

7.2	Hours of Work Schedules .....	13
7.3	Hours of Work Scheduling Provisions.....	16
7.4	ETO Hours of Work Agreement Form.....	18
7.5	Flexitime.....	18
7.6	Scheduling of Earned Time Off (ETO) .....	19
7.7	Meal Periods .....	21
7.8	Starting and Finishing Times.....	22
7.9	Part-Time Employees .....	22
7.10	Employees Working Away From Their Point of Assembly.....	22
7.11	Callout for Emergency Situations.....	23
<b>ARTICLE 8 - OVERTIME .....</b>		<b>23</b>
8.1	Overtime Authorization.....	23
8.2	Overtime Compensation .....	23
<b>ARTICLE 9 - WORK CLOTHING .....</b>		<b>24</b>
9.1	Supply of Required Uniforms .....	24
9.2	Existing Clothing Supply and Maintenance.....	25
9.3	Protective Clothing .....	25
9.4	Uniforms - Fire Marshal - Inspectors.....	27
9.5	Photo-Arts Technician.....	27
9.6	Paving Projects .....	28
9.7	Snow Avalanche Technicians .....	28
9.8	Area Vehicle Inspectors .....	28
9.9	Commercial Transport Inspectors.....	28
9.10	Park Rangers .....	29
<b>ARTICLE 10 - VACATION .....</b>		<b>30</b>
10.1	Vacation Period.....	30
10.2	Preference in Vacation.....	31
10.3	Vacation Schedules .....	32
<b>ARTICLE 11 - WAGES AND ALLOWANCES .....</b>		<b>33</b>
11.1	Special Certificate Allowance.....	33
11.2	Climbing Stacks, Etc. - Premium Pay .....	35
11.3	Substitution Pay .....	35
11.4	Out-of-Pocket Expenses .....	36
11.5	Standby.....	36
11.6	Dirty Money .....	37
11.7	Mobile Employees.....	38
11.8	Seasonal Field Employees .....	38
<b>ARTICLE 12 - AUXILIARY EMPLOYEES.....</b>		<b>38</b>

12.1	Seniority Lists.....	38
12.2	Layoff and Recall (Auxiliary Employees).....	38
<b>ARTICLE 13 - GENERAL CONDITIONS .....</b>		<b>39</b>
13.1	Headquarters and Employee Designations .....	39
13.2	Points of Assembly.....	39
13.3	Return to Point of Assembly.....	40
13.4	Supply and Maintenance of Equipment/ Tradesperson's Tools.....	41
13.5	Transportation on Termination.....	41
13.6	Transportation of Resigned Personnel from Isolated Location .....	42
13.7	Oaths.....	42
13.8	Use of Aircraft .....	42
13.9	Copyrights .....	42
13.10	Personal Research .....	43
13.11	Technical Orders - Tradespeople .....	43
13.12	Tradespeople Not to Work as Helpers.....	43
13.13	Travel Outside the Province (HRO Museum Curators) .....	43
13.14	Telephone Call.....	44
<b>ARTICLE 14 - APPRENTICES .....</b>		<b>44</b>
14.1	Administration and Implementation of Apprentice Programs.....	44
14.2	Apprentices Attending School as Required by the BC Industry Training Authority .....	44
14.3	Apprentices Attending Special Training as Required by Employer .....	45
14.4	Apprentices Moving Expenses.....	45
<b>ARTICLE 15 - TERM OF AGREEMENT .....</b>		<b>45</b>
15.1	Duration.....	45
15.2	Notice to Bargain.....	45
15.3	Commencement of Bargaining .....	46
15.4	Changes in Agreement .....	46
15.5	Agreement to Continue in Force .....	46
15.6	Effective Dates of Agreement .....	46
<b>LETTER OF INTENT 1 - Foremen .....</b>		<b>48</b>
<b>LETTER OF INTENT 2 - Registered Forest Technologist.....</b>		<b>48</b>

<b>APPENDIX 1 .....</b>	<b>49</b>
<b>APPENDIX 2 - Auxiliary Layoff and Recall Units .....</b>	<b>50</b>
<b>MEMORANDUM OF UNDERSTANDING 1 - Hours of Work Agreement Form.....</b>	<b>53</b>
<b>MEMORANDUM OF UNDERSTANDING 2 - Re: Wildfire Management .....</b>	<b>54</b>
<b>MEMORANDUM OF UNDERSTANDING 3 – Auxiliary Layoff BC Wildfire Service .....</b>	<b>54</b>
<b>MEMORANDUM OF UNDERSTANDING 4 - Lodging Allowance.....</b>	<b>55</b>
<b>MEMORANDUM OF UNDERSTANDING 5 - Health and Welfare Benefit Eligibility for Seasonal Auxiliary Employees .....</b>	<b>55</b>
<b>MEMORANDUM OF UNDERSTANDING 6 - Hours of Work Averaging Schedules.....</b>	<b>55</b>
<b>MEMORANDUM OF UNDERSTANDING 7 .....</b>	<b>57</b>
<b>MEMORANDUM OF UNDERSTANDING 8 - Review of Appendix 6 .....</b>	<b>57</b>
<b>MEMORANDUM OF UNDERSTANDING 9 - Appendix 2 Provision .....</b>	<b>57</b>
<b>MEMORANDUM OF UNDERSTANDING 10 .....</b>	<b>57</b>
<b>MEMORANDUM OF UNDERSTANDING 11 - Hours of Work One Year Pilot and Implementation of New Work Schedules .....</b>	<b>58</b>
<b>MEMORANDUM OF UNDERSTANDING 12 - Article 7 - Hours of Work – 17<sup>th</sup> Main Public Service Agreement .....</b>	<b>61</b>

## **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. Government and Service Employees' Union the purpose of this agreement is to set out the terms and conditions of employment applicable to employees included in the Environmental, Technical and Operational 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 Environmental, Technical and Operational 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 Environmental, Technical and Operational 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-toed footwear shall be entitled to be reimbursed for:

(1) *safety-toed footwear*

(i) effective **April 1, 2019, \$143.77** biennially upon production of a receipt; and effective **April 1, 2020, \$146.64** biennially upon production of a receipt; and effective **April 1, 2021, \$149.58** biennially upon production of a receipt; and

(ii) 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, 2019, \$199.26** biennially upon production of a receipt; and effective **April 1, 2020, \$203.24** biennially upon production of a receipt; and effective **April 1, 2021, \$207.31** biennially upon production of a receipt;

(ii) 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 \$100 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, 2019 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 18th Main Public Service Agreement.**

#### **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 **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 Environmental, Technical and Operational 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.**

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. 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, the estimated number of surplus hours, and the employees or positions the schedule applies to. These agreements will be completed by March 1st 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 should also include vacation and ETO scheduling. These agreements will be completed by April 1st annually.

(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 otherwise.

## 7.2 Hours of Work Schedules

## HOURS OF WORK TABLE

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

**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 multiple 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.

(b) The minimum scheduled shift for regular full-time employees, exclusive of meal periods, shall be seven hours, unless the employee utilizes leave banks (ETO, CTO or Vacation, in that order) to lower the number of hours worked in the shift. 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 7.1(4) 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 Environmental, Technical and Operational (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 Environmental, Technical and Operational 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.**
- (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 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.**

(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.

## **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 30th, 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 30th 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.**

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

(c) With the exception of existing stocks, all required apparel requisitioned or supplied by the Employer shall be union made and shall bear a union label.

(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, 2019: \$29.58; and**
- (2) **effective April 1, 2020: \$30.17; and**
- (3) **effective April 1, 2021: \$30.78**

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.

## **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 per week;

(ii) Highway Electrician Supervisor - maximum two 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 effective **April 1, 2019 - \$29.58** per month and effective **April 1, 2020 - \$30.17 per month** and **effective April 1, 2021 - \$30.78 per month.**

#### **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 Area Vehicle Inspectors**

The clothing allotment for Area Vehicle Inspectors shall be as follows:

- (1) 10 pairs of coveralls
- (2) 1 parka
- (3) gloves (as required)
- (4) 1 cap
- (5) 1 pair of boots.

## **9.9 Commercial Transport Inspectors**

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

- (a) Commercial Transport Inspectors
  - (1) 2 jackets, 1 long style (option of style)
  - (2) 4 pairs pants
  - (3) 5 pairs socks
  - (4) 6 shirts (3 short sleeve)
  - (5) 2 ties
  - (6) 1 cap and badge

- (7) 1 parka
- (8) 1 belt
- (9) 1 pair shoes or ankle boots (at the option of the Commercial Transport Inspector).

(replacement provisions below applicable only after surplus jacket and pants have been surrendered as unserviceable).

(b) Commercial Transport Inspectors "Portable" (additional)

- (1) 1 pair gloves
- (2) 1 plastic cap cover
- (3) 1 reflective raincoat
- (4) 1 flashlight and batteries with traffic cone
- (5) 1 winter hat (where required).

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.

### **9.10 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. **The reimbursement will be:**

- (a) **\$136.17 biennially effective April 1, 2019**
- (b) **\$138.89 biennially effective April 1, 2020**
- (c) **\$141.67 biennially effective April 1, 2021**

## 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 to rated capacity of blasting machine ..... | \$20 |

- (5) Electrical blasting for rated capacity of blasting machine..... \$20
- (6) Seismic..... \$25
- (7) General..... \$25

**Allowances (a)(1), (a)(2) and (a)(3) will be adjusted:**

- April 1, 2019 - \$15.30**
- April 1, 2020 - \$15.61**
- April 1, 2021 - \$15.92**

**Allowances (a)(4) and (a)(5) will be adjusted:**

- April 1, 2019 - \$20.40**
- April 1, 2020 - \$20.81**
- April 1, 2021 - \$21.22**

**Allowances (a)(6) and (a)(7) will be adjusted:**

- April 1, 2019 - \$25.50**
- April 1, 2020 - \$26.01**
- April 1, 2021 - \$26.53**

(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.

**Allowance (b) will be adjusted:**

- April 1, 2019 - \$15.30**
- April 1, 2020 - \$15.61**
- April 1, 2021 - \$15.92**

(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 of \$15.30 effective April 1, 2019; \$15.61 effective April 1, 2020; and \$15.92 effective April 1, 2021.**

**(2) Qualified Faller Trainer (QF) certification biweekly allowance of \$20.40 effective April 1, 2019; \$20.81 effective April 1, 2020; and \$21.22 effective April 1, 2021.**

**(3) Qualified Supervisor Trainer (QST) certification allowance of \$25.50 effective April 1, 2019; \$26.00 effective April 1, 2020; and \$26.53 effective April 1, 2021.**

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

## **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 emergency conditions.

## **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 actual time while exposed, except that the minimum time shall be one-half hour.

## 11.7 Mobile Employees

(a) All employees designated "*mobile*" shall receive a monthly payment of \$40 in addition to their regular monthly salary. **Effective April 1, 2019 - \$40.80, effective April 1, 2020 - \$41.62 and effective April 1, 2021 - \$42.45.**

(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.

## 11.8 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.

# 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 Apprentice 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, **2022**.

#### **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, **2022**, but in any event not later than midnight, January 31, **2022**.

(b) Where no notice is given by either party prior to January 31, **2022**, both parties shall be deemed to have been given notice under this clause on January 31, **2022**, 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

George Buis  
Component Vice President

Robert Davis  
Bargaining Committee Member

James Moe  
Bargaining Committee Member

Glen Gibson  
Bargaining Committee Member

Frank N. Anderson  
Regional Coordinator

**FOR THE EMPLOYER:**

Kelly Ann March, BCPSA  
Senior Labour Relations Specialist

Carol Whittome, BCPSA  
Senior Labour Relations Specialist

Sherri Norman, BCPSA  
Employee Relations Specialist

Tim Pigg, General Manager  
Production Insurance & AWP  
Ministry of Agriculture

Michelle Evans, Manager  
Rehabilitation & Maintenance  
Ministry of Transportation

Mary Myers, Director  
Corporate Governance  
Ministry of Forests, Lands,  
Natural Resources and Rural  
Development

Cassandra Counce, Director  
Environmental Protection Division  
Ministry of Environment

Dated this 10<sup>th</sup> day of August, 2018.

## **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: August 10, 2018**

## **LETTER OF INTENT 2**

### **Registered Forest Technologist**

The parties recognize that it is in the interest of both the Employer and the employees that the Ministry of Forests, Lands, Natural Resource Operations & **Rural Development** continue to implement or amend as appropriate, the recommendations of the Registered Forest Technologist Working Group Final Report. The parties agree that the following principles apply:

- (1) The Ministry should ensure it does not restrict the scope of RFT practice through its own internal policies.
- (2) The Ministry and the Association of BC Forest Professionals should continue to explore opportunities to use the full spectrum of forest professionals (RFTs and RPFs) so it can achieve the highest degree of cost effectiveness.
- (3) The Ministry should work with educational institutions, industry and the Association of BC Forest Professionals to develop a program that would allow employees to obtain the RFT designation through distance learning and work experience.

Dated: March 1, 2010

**Renewed: August 10, 2018**

## APPENDIX 1

### Worksite

#### Points of Assembly

Ministry of Forests, Lands, Natural Resource Operations & Rural Development District Staff	District Office or Field Office
Ministry of Forests, Lands, Natural Resource Operations & Rural Development	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
Skihist Park	Skihist 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, Lands, Resource Operations & Rural Development Projects	Regional Operations District Office, Field Office or project camp where applicable, or otherwise mutually acceptable location
BC Wildfire Centres Service Branch Development	Fire Base

**APPENDIX 2**  
**Auxiliary Layoff and Recall Units**

1. **Ministry of Advanced Education, Skills and Training**
  - by geographic location
2. **Agricultural Land Commission**
  - by geographic location
3. **Ministry of Agriculture**
  - by geographic location
4. **Ministry of Children and Family Development**
  - by geographic location
5. **Ministry of Education**
  - by geographic location
6. **Ministry of Energy, Mines and Petroleum Resources**
  - by geographic location
7. **Ministry of Environment and 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, Lands and Natural Resource Operations and Rural Development**

**(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 and Reconciliation**
  - by division
11. **Islands Trust**
  - by Branch, by geographic location
12. **Liquor Distribution Branch**
  - by point of assembly`
13. **Ministry of Municipal Affairs & Housing**
  - 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**

**ENVIRONMENTAL, TECHNICAL AND OPERATIONAL COMPONENT  
HOURS OF WORK AGREEMENT FORM**

**BRANCH & PROGRAM:**

\_\_\_\_\_

**LOCATION(S) (E.G. OFFICE LOCATION OR CITY, OR POINT OF ASSEMBLY, ETC.):**

\_\_\_\_\_  
\_\_\_\_\_

**WORK GROUP (OR INDIVIDUAL) APPLIES TO: (INCLUDE CLASSIFICATIONS,  
NUMBER OF POSITIONS)**

\_\_\_\_\_  
\_\_\_\_\_

**AGREED TO SHIFT SELECTION (HOURS OF WORK TABLE (REFERENCE TO THE #  
SELECTION FROM THE TABLE) – CLAUSE 7.2):**

\_\_\_\_\_  
\_\_\_\_\_

**ESTIMATED NUMBER OF SURPLUS HOURS (FROM HOURS OF WORK TABLE):**

\_\_\_\_\_  
\_\_\_\_\_

**STEWARD:**

\_\_\_\_\_

**NAME (PLEASE PRINT)**

**EMPLOYER REPRESENTATIVE:**

\_\_\_\_\_

**NAME (PLEASE PRINT)**

\_\_\_\_\_

**TITLE (PLEASE PRINT)**

**SHIFT SELECTION EXPECTED TO BE IMPLEMENTED (DATE):** \_\_\_\_\_

**SUNSET CLAUSE? Yes/No** \_\_\_\_\_

**SIGNED ON BEHALF OF UNION:**

**SIGNED ON BEHALF OF EMPLOYER**

\_\_\_\_\_

**NAME (SIGNATURE)**

\_\_\_\_\_

**NAME (SIGNATURE)**

**DATED THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_

**DISTRIBUTION COPIES:**

**ALL STEWARDS AT WORKSITE  
EMPLOYEE'S PERSONNEL FILE**

**MEMORANDUM OF UNDERSTANDING 2**  
**Re: Wildfire Management**

The parties agree that the recruitment, retention and succession planning of Wildfire Management 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: August 10, 2018**

**MEMORANDUM OF UNDERSTANDING 3**  
**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: August 10, 2018**

## **MEMORANDUM OF UNDERSTANDING 4 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.

## **MEMORANDUM OF UNDERSTANDING 5 Health and Welfare Benefit Eligibility for Seasonal Auxiliary Employees**

This provision has been moved to MOU 36 in the **Main Public Service Agreement**.

## **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.**

**\*Snow Technicians may be added to this list if the existing grievances on their Hours of Work Agreement are resolved with an acknowledgement that they are not entitled to the Table A provisions in the 17<sup>th</sup> Environmental, Technical and Operational Component Collective Agreement.**

### **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 away from their district/operational area overnight. In those circumstances, field status employees will be on travel status.

### **MEMORANDUM OF UNDERSTANDING 8 Review of Appendix 6**

**This provision has been moved to a MOA outside of the Environmental, Technical and Operational Component Agreement.**

### **MEMORANDUM OF UNDERSTANDING 9 Appendix 2 Provision**

**This provision has been moved to a MOA outside of the Environmental, Technical and Operational Component Agreement.**

### **MEMORANDUM OF UNDERSTANDING 10**

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

- **Bruce McGraw**
- **Suzanne Pelletier**

- **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 11**

### **Hours of Work One Year Pilot and Implementation of New Work Schedules**

The parties have negotiated new provisions for Article 7 - Hours of Work for the 18<sup>th</sup> Environmental, Technical and Operational Component (ETO) Collective Agreement. The intention is that the provisions negotiated will replace the existing Article 7 language in its entirety. However, the new Article 7 language is being piloted for a period of one year from its effective date. Accordingly, the following shall apply:

1. The new provisions take effect with the 18<sup>th</sup> ETO Collective Agreement on April 1, 2019. The new provisions will be in effect commencing April 1, 2019 and remain in effect until at least March 31, 2020 (The One Year Pilot), except as provided below:
2. Following the One Year Pilot, the new provisions will be considered in place and will replace the existing Article 7 provisions of the ETO Collective Agreement unless:
  - a) Either side advises the other, at least 30 days prior to expiry, that they wish to revert to the previous provisions of Article 7 of the ETO Collective Agreement at the conclusion of the One Year Pilot. Such notice shall include the rationale for such decision and the parties shall meet to discuss the notice and rationale provided within 14 days of such notice. For



clarity, the pilot will be cancelled unless the parties agree otherwise.

- b) The parties mutually agree to cancel the One Year Pilot or modify the details of this agreement, including any provision to extend the One Year Pilot.
  - c) The One Year Pilot is cancelled due to the provisions of (5) below.
3. The parties will share information to properly inform each other of issues that arise and to monitor progress toward full implementation of the hours of work following the One Year Pilot;
  4. Any issues that arise will be immediately escalated to the named employer and union designates, who will review and attempt to resolve such issues within 30 days;
  5. The One Year Pilot may be terminated by mutual agreement if there is an unintended adverse impact, including but not limited to unanticipated cost, workplace disruption, operational impact, and employee preferences. *If mutual agreement cannot be reached, it will be referred to the named representative for each side pursuant to (4) above for review. 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 intent of this MOU and the factors listed elsewhere in this paragraph.*

In keeping with the above, the parties agree to the following for the implementation of new work

schedules as part of the transition from the 17<sup>th</sup> ETO Collective Agreement to the 18<sup>th</sup> ETO Collective Agreement and the hours of work language contained therein.

6. The intention of the parties is that each work group will choose a schedule that is the closest to mirroring what they worked prior to the implementation of the hours of work in the 18<sup>th</sup> ETO Collective Agreement, unless mutually agreed otherwise between the steward and the employer representative at the worksite.
7. The parties will provide joint training on the new hours of work language, prior to its implementation. This joint training will be developed by representatives of the BCGEU and the Public Service Agency and will be intended for managers, stewards and employees. It is agreed that such training will be finalized and available no later than January 15, 2019.
8. If a steward and the designated employer representative at the local agreement are unable to reach an agreement on the Hours of Work schedule, the matter will be escalated to the named representative for each side, pursuant to (4) above. If the matter remains unresolved, it will be referred to an hours of work umpire on an expedited basis, pursuant to Clause 14. 2 of the Main Public Service Agreement. The parties will seek to narrow the issues for the hours of work umpire.

*The language in Article 7 replaces the existing language. Accordingly, all other provisions in Article 7 are considered deleted from the Environmental, Technical & Operational Component Agreement.*

**MEMORANDUM OF UNDERSTANDING 12**  
**Article 7 - Hours of Work – 17<sup>th</sup> Main Public**  
**Service Agreement**

***This MOU contains the provisions of Article 7 – Hours of Work from the 17<sup>th</sup> Environmental, Technical and Operational Component Agreement. These provisions have no application unless reinstated by the parties pursuant to MOU 11 (one year pilot project).***

**Preamble**

The parties agree that employees work within the negotiated hours of work schedules for the employee group they belong to. Unless specified as a distinct group in Clauses 7.1(e) through 7.1(l) inclusive; or through submission and approval as specified under Clause 7.1(m), employees in Appendix 3 or Appendix 5 are only entitled to mutually agreed annual work schedules drawn from Table A.

THE PROVISIONS OF CLAUSES 7.1 THROUGH 7.6 INCLUSIVE AND TABLE A APPLY TO EMPLOYEES IN CLASSIFICATIONS LISTED IN APPENDIX 3 OR APPENDIX 5\*.

THE PROVISIONS OF CLAUSES 7.7 THROUGH 7.18 INCLUSIVE APPLY TO EMPLOYEES IN CLASSIFICATIONS LISTED IN APPENDIX 2, EXCEPT AS OTHERWISE NOTED.

**7.1 Work Schedules**

- (a) The following provisions outline the shift patterns, length of scheduled shift and averaging periods, pursuant to 14.2 of the **Main Public Service Agreement** for employees in this component.
- (b) The Union will be provided with a list of positions to identify the Employer's designates indicated in 14.2(c) of the **Main Public Service Agreement**.
- (c) Where mutual agreement has been reached for work schedules at the local level, copies of such schedules shall

be submitted to the Employer and the Union, by April 1 each year. Copies of such schedules will be signed by the Employer's designate and employee(s) concerned.

(d) Work schedules for all employees will be guided by the provision of (1), (2) and (3) below except as otherwise provided.

(1) The annual work schedule shall consist of either four or five consecutive days in each week so that the total regular hours of work, exclusive of meal periods, is 35, providing that within a seven-day period, the scheduled days shall be of equal length.

(2) The annual work schedules drawn from Table A may incorporate shift patterns using multiples of the ratios listed in Table A, provided that the number of consecutive days worked does not exceed 14.

(3) Annual 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 Table A and may incorporate shift patterns using multiples of the ratios in Table A, provided that the number of consecutive days worked does not exceed 14. 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) *Lookout Persons*

(1) The Employer and the Union recognize the difficulties inherent in scheduling the hours of work for Lookout persons, and therefore agree that the period of employment for Lookout persons shall be a minimum of five months. The Lookout persons shall be provided with free room and board when on the lookout. Subject to physical limitations the Employer shall, as a minimum, supply relief personnel when the Lookout

person has worked 21 days continuously on the lookout, such relief shall be for a minimum of three consecutive days, at no cost to the employee. If brought out before the 21 days have expired, the Lookout person shall have days off on a pro rata basis. The established monthly rate shall be full payment for such work. When assigned to other work, the Lookout person shall be employed to work for seven hours a day, five days a week.

(2) Notwithstanding (1) above, where Lookout persons are advised at the commencement of their period of employment that the five-month minimum will not apply, such employees shall receive the equivalent of eight hours' pay for each 24-hour period worked. Subject to physical limitations, the Employer shall supply relief personnel if the Lookout person has worked 21 days continuously on the lookout. Such relief shall be for a minimum of three consecutive days at no cost to the employee.

(f) *Inspectional Services*

Letter of Intent 6 is to be read in conjunction with this clause.

(1) Recognizing the special needs of society for government services of an inspectional nature covering matters of public health and safety or in the Field of Resource Protection and Management, and that the need for the provision of such services cannot always be predicted accurately in advance, the parties agree that work schedules for employees engaged in such activities will be arranged on as flexible a basis as possible, consistent with the welfare of the employees concerned. In this respect, work schedules for the classifications of employees listed hereunder will be in accordance with the following paragraphs:

- B. C. Timber Sales Employees\* \*\*
- Inspector-Public Health

- Scientific Technical Officers (Agricultural) who are engaged in inspectional activities
- Scientific Technical Officers (Technician) who are engaged as Drilling and Production Technicians - Petroleum Resources Branch
- Ministry of Forests, Lands and Natural Resource Operations District Staff (formerly Forest District Staff)\* \*\*
- Ministry of Forests, Lands and Natural Resource Operations Regional Staff involved in forest protection (formerly Forest Regional Staff involved in forest protection)\* \*\*
- Ministry of Forests, Lands and Natural Resource Operations Regional Employees (formerly Forest Regional Employees)\* \*\*
- Ministry of Forests, Lands and Natural Resource Operations Scientific Technical Officers (Compliance and Enforcement)\*\*
- Scientific Technical Officers (Park Officers)
- Biologists
- Planning Officers
- Wildfire Management Employees\*\*

At the request of the employee and with mutual agreement of the Employer, the provisions of Clause 7.1(f) shall also apply to the following:

- (i) Ministry of Forests, Lands and Natural Resource Operations Engineering Staff (formerly Forest District Engineering Staff)\*\*:
- (ii) Park Assistants (Park Rangers and Senior Park Rangers)

*\*Limited to employees in the following classifications: Forest Technician, Scientific Technical Officer (Forest Technician and Officer).*

*\*\*During fire suppression, where employees of the Ministry of Forests, Lands and Natural Resource Operations are involved in forest fire suppression duties Clause 7.1(k) applies.*

(2) The schedule shall consist of either four or five consecutive days per week, providing that the total regular hours worked in a two-week period shall be 70 hours. The days worked must be by mutual agreement and the hours to be worked in a day shall be at the discretion of the employee, providing that no regular daily hours of work shall exceed 10.

(3) Where there is a specific operational requirement to provide service at a given time, the Employer, notwithstanding the provisions of (2) above, may specify up to a maximum of a three-hour period between 0800 hours and 1200 hours, providing that the three-hour period is consistent in the annual schedule. The balance of the time for employees in classifications listed in Appendix 5 (or Scientific Technical Officers [Agricultural Officer] who are engaged in inspectional activities) shall be at the employee's discretion provided that the service to the clients is maintained. The balance of the time for employees in classifications listed in Appendix 3 (except Scientific Technical Officers [Agricultural Officer] who are engaged in inspectional activities) shall be at the employee's discretion providing that the functions of the work unit are maintained. Time worked in excess of 10 hours per day and/or in excess of the total hours required in the two-week period shall be considered overtime. The employee must keep a daily record of their overtime. The employee must keep a daily record of their actual working times and submit such record to their supervisor at the end of each work cycle.

(4) In order to provide the flexibility required for the above-listed classifications, and to enable the completion of the required regular hours in each work cycle, Clause 7.2(b) shall not apply.

(5) Notwithstanding (2) and (3) above, by mutual agreement at the local level, the schedule for Park Officers or Park Assistants may be based on a four-week, 140 hour averaging period, in which case time worked in excess of 10 hours per day and/or in excess of the total hours required in the four-week period shall be considered overtime.

(g) *Conservation Officers and Natural Resource Officers*  
*\*\* (formerly FLNRO C&E Officers)*

(1) The parties recognize the need to have a flexible work schedule available for Conservation Officers and Natural Resource Officers that will aid in providing services that cannot always be predicted accurately in advance. The Employer and the Union agree the following conditions shall apply to those employees performing the duties of the Conservation Officers and Natural Resource Officers.

(2) The daily hours of work shall be seven hours, exclusive of meal periods. For each seven-day period, such employees shall work any five days, with two consecutive days of rest. On the basis of the foregoing, and subject to operational requirements, employees shall schedule their own daily hours of work and working days. Time worked in excess of seven hours per scheduled working day or on a scheduled day of rest shall be considered overtime, subject to Article 8—Overtime.

(3) Notwithstanding (2) above, at the request of the employee and with mutual agreement of the Employer, the work schedule may be based on either a two-week, 70-hour or four-week, 140 hour averaging period, in which case 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.

(4) In order to provide the flexibility required to complete the required hours in each work cycle, Clause 7.2(b) shall not apply with respect to (3) above.

(5) 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.

*\*\* During fire suppression, where employees of the Ministry of Forests, Lands and Natural Resource Operations are involved in forests fire suppression duties Clause 7.1(k) applies.*

(h) *Technical Enforcement Officers engaged in scaling*

At the request of the employee and with the mutual agreement of the Employer, this clause shall apply to Technical Enforcement Officers engaged in scaling.

The daily hours of work for Technical Enforcement Officers engaged in scaling, Ministry of Forests, Lands and Natural Resource Operations shall normally be seven hours, exclusive of meal periods.

However, up to 10 regular hours per day may be worked at the discretion of the employee, with the resultant surplus time scheduled as ETO within the cycle it is earned by the employee in consultation with the supervisor.

For each 14-day cycle, such employees shall work up to 10 days with four days of rest scheduled by the employee in consultation with the supervisor prior to the commencement

of the cycle. The days of rest shall reflect the nature of the work assignments in that cycle.

In all cases, regular hours shall equal 70 in a 14-day cycle.

In order to provide the flexibility required for Technical Enforcement Officers engaged in scaling to complete the required regular hours in each work cycle, Clause 7.2(b) shall not apply.

On the basis of the foregoing, Technical Enforcement Officers engaged in scaling shall schedule daily hours of work, working days, and starting and finishing times.

Time worked in excess of 10 hours per day, or 70 hours per cycle, or on a scheduled day of rest or on scheduled ETO shall be considered overtime, subject to Article 16—Overtime, of the **Main Public Service Agreement**.

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.

(i) *Geological Survey Branch*—Recognizing the special need for a flexible approach to work schedules to successfully conduct the seasonal field work program of the Geological Survey Branch of the Ministry of Energy and Mines, (the prime directive), the parties agree that work schedules for the temporary field staff will be governed by the following.

The daily hours of work for temporary field staff appointed for the Geological Survey Branch shall be shift schedule number three from the seasonal period portion of Table A (eight hours) except as provided for herein.

The surplus time earned from the above agreement shall be banked to the end of the seasonal period.

For each 14-day cycle, such employees shall work up to 10 days with four days of rest scheduled by the employee in consultation with the supervisor. The days of rest agreed to

shall reflect the nature of the work assignment within the particular cycle.

Up to 10 regular hours per day may be worked consistent with the prime directive of the work unit at the discretion of the employee with the surplus time scheduled as ETO by the employee in consultation with the supervisor within the cycle it is earned. In all cases, regular hours shall equal 80 in a 14-day cycle.

On the basis of the foregoing, employees shall, in consultation with the supervisor, schedule daily hours of work, working days, and starting and finishing times.

Time worked in excess of 10 hours per day, or 80 hours per cycle, or on a scheduled day of rest or on scheduled ETO shall be considered overtime, subject to Article 16—Overtime, of the **Main Public Service Agreement**.

In order to provide the flexibility required for this program and to complete the required regular hours in each work cycle, Clause 7.2(b) shall not apply.

The employee will keep a daily record of their hours and submit these to the supervisor at the end of the cycle.

(j) *Heritage Resource Officers engaged in the areas of Public Programs, Research, and Collections at the Royal British Columbia Museum*

The parties recognize the inherent need of the Royal British Columbia Museum to respond to seasonal demands placed upon it by the public and in particular the scheduling of certain functions to correspond with the hours in which the Museum is open to the public.

As such, the parties recognize the need to have a flexible work schedule available for employees classified as Heritage Resource Officers engaged in the areas of Public Programs, Research, and Collections at the Royal British Columbia Museum. In this respect work schedules will be in accordance with the following paragraphs:

(1) The work schedule shall consist of either four or five consecutive days per week providing that the total regular hours worked in a two-week period shall be 70 hours. The days worked must be by mutual agreement and the hours to be worked in a day shall be at the discretion of the employee providing that no regular daily hours of work shall exceed 10. The schedules shall incorporate a rotation of days worked so that days of rest shall be on an equitable basis.

(2) Notwithstanding the above, where there is a specific operational requirement to provide service at a given time, the Employer may specify up to a three-hour period between 09:30 hours and 14:30 hours providing the three-hour period is consistent in the annual schedule. The balance of time worked shall be at the employee's discretion providing that service to clients is maintained.

(3) Time worked in excess of 10 hours per day and/or in excess of the total hours required in the two-week period shall be considered overtime. The employee must keep a daily record of their actual working times and submit such record to their supervisor at the end of each work cycle.

(4) During seasonal periods, employees may be required to perform field work away from the normal worksite. In such cases, the employee may, by prior mutual agreement, work a schedule drawn from Table A, incorporating patterns using multiples of the ratios listed in Table A provided that the regular daily hours of work shall not exceed 10 and the number of consecutive days worked does not exceed 14. Arrangements concerning resulting Earned Time Off shall also be made by mutual agreement prior to commencement of the field assignment. (Note: The above would allow, for example, mutual agreement to work 10 consecutive days followed by four days of rest in a 14-day cycle, with any additional Earned Time Off scheduled by mutual agreement prior to the

commencement of the field assignment as noted above.)

(5) In order to provide the flexibility required for the employees identified above and to enable the completion of the required regular hours in each work cycle Clause 7.2(b) shall not apply.

(k) Hours of work for Wildfire Management employees shall be governed by (f) above. Where employees of the Ministry of Forests, Lands and Natural Resource Operations are involved in forest fire suppression duties, the following shall apply:

(1) *Employees on the Standby Duty Roster*

(i) On those days when an employee has been "*activated*" on the standby duty roster Clause 7.1(f) shall not apply. Only hours worked up to seven hours per day will apply towards the 70-hour, two-week averaging period (ie., overtime will apply after seven hours per day).

(ii) Notwithstanding the above, where 48 hours' notice has been given to cancel scheduled standby, the provisions of (2) below shall apply.

(2) *Employees not on the Standby Duty Roster*

(i) On those days an employee not on the standby duty roster performs solely non-firefighting related duties (ie., is not involved in forest firefighting), Clause 7.1(f) shall continue to apply and all hours worked up to 10 hours per day will count towards the 70-hour, two-week averaging period.

(ii) On those days an employee not on the standby duty roster performs solely forest firefighting duties, Clause 7.1(f) shall not apply

and only hours worked up to seven hours per day will apply to the 70-hour, two-week averaging period.

(iii) On those days an employee not on the standby duty roster performs both non-firefighting and forest firefighting duties, Clause 7.1(f) would cease to apply and overtime would commence after seven hours if the employee is performing firefighting duties at that time. Should the employee continue to work past seven hours, exercising discretion under 7.1(f) to perform non-firefighting duties, but later commences firefighting duties, Clause 7.1(f) would cease to apply and overtime would commence at the point firefighting duties started (ie., if an employee commences firefighting duties after eight hours have been worked, overtime would commence at that point rather than after 10 hours).

(l) *Flexible Work Schedules* (Commercial Transport Inspectors "*Portable*", Area Vehicle Inspectors, Commercial Transport Enforcement Officer Supervisors and Carrier Safety Inspectors)

Employees with established schedules may from time to time have temporary assignments where a flexible schedule is more appropriate for both parties. Recognizing this, departures from established schedules shall be in accordance with the following provisions:

(1) Notwithstanding the provisions of Clause 7.2, an employee or groups of employees may be given the authority to work a flexible work schedule by mutual agreement between the parties at the local level.

(2) The averaging period for those employees on flexible work schedules shall be 70 hours per two-week period.

(3) The scheduling of workdays and rest days shall be by mutual agreement.

(4) Subject to mutual agreement, the hours to be worked per day may be arranged on a flexible basis as appropriate in order to complete daily assignments providing that no regular hours of work shall exceed 10.

(5) Where employees are required to work dependently, agreement reached respecting (3) and (4) above will apply to all such employees.

(6) Time worked in excess of 10 hours per day, or in excess of the total hours required in the two-week period, shall be considered overtime. Acceptable time keeping records shall be established with the supervisor.

(m) *Flexitime*

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

(2) Daily hours shall not exceed 10 hours.

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

(4) The averaging periods in (3) do not preclude the introduction through mutual agreement of a seasonal flexitime 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.

## **7.2 Scheduling Limitations**

Unless otherwise specified in this article, the following shall always apply:

- (a) The regular shift in any schedule shall not exceed 10 hours, exclusive of meal periods.
- (b) The minimum scheduled shift, exclusive of meal periods, shall be seven hours.
- (c) With the exception of Lookout persons, the maximum number of consecutive days worked without a day of rest shall not exceed 14 days.
- (d) Travel time from point of assembly to the worksite and return shall be included in the scheduled workday.
- (e)
  - (1) Employees shall not be required to work split shifts except by mutual agreement approved by the Joint Committee. This clause shall not apply to Park Assistants employed in the maintenance of small satellite parks and/or in the collection of campsite fees in such parks.
  - (2) For split shift employees where a break longer than one hour is scheduled, a premium shall be paid for all hours worked which shall be the greater of:
    - (i) split shift premium of 55¢ per hour effective April 2, 2000; or
    - (ii) the relevant shift premium.

No employee shall receive both premiums.



(f) All schedules selected from Table A shall clearly indicate the starting and finishing times of each shift.

(g) All schedules shall incorporate a rotation of days worked so that all days of rest shall be on an equitable basis. In the case of Laboratory Assistants and Laboratory Health Science Officers employed in operations where the workload varies considerably within a week, the equitable rotation of days of rest shall be scheduled to ensure adequate staffing on peak workload days.

(h) Where that is more than one shift, as defined in Clause 15.1 of the **Main Public Service Agreement**, employees shall rotate these shifts on an equitable basis.

### **7.3 Scheduling of Earned Time Off**

(a) Where schedules conform with Clause 7.1(d), days off shall be scheduled consecutively within each cycle. Work cycle refers to the pattern of days of work and days of rest selected from Table A.

(b) (1) Where as a result of Clauses 7.1(d)(1) and (2), surplus days off are to be scheduled, they shall be scheduled in when the schedule is drawn up, subject to operational requirements and to any vacation entitlements arising from preferences gained by seniority.

(2) Notwithstanding (1) above, up to seven surplus days may be taken with the employee's first vacation entitlement at the employee's option, subject only to vacation entitlements arising from preferences gained by seniority. All remaining surplus days shall be scheduled in when the schedule is drawn up.

(3) Notwithstanding 7.3(b)(1) above, stationary and seasonal field employees may, by mutual agreement, reschedule surplus days, in order that the surplus days are not taken away from Headquarters

providing that there is no increased cost to the Employer.

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

(d) 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.

(e) 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.

(f) Surplus days earned during seasonal period(s) pursuant to Clause 7.1(d)(3) may, by mutual agreement, be taken within the seasonal period(s). A maximum of 14 earned surplus days may, by mutual agreement, be taken in that period. If more than 14 surplus days 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. In any case the surplus days, both in and out of the seasonal period(s), shall be scheduled when the schedule is drawn up consistent with provisions of Clause 7.3(b).

#### **7.4 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. For the purpose of Clause 7.4(b) "*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.

## **7.5 Starting and Finishing Times**

(a) During periods of high fire hazard which result in industrial restrictions in forest usage, the Employer may advance the starting and finishing times by up to three hours up to twice per year for personnel directly affected by such restrictions, provided that the total daily hours originally

scheduled are not changed. If more than two changes are made, all time worked outside of the original negotiated schedule, during subsequent changes, shall be paid at overtime rates.

(b) (1) Where hours of operation are affected by a third party engaged in paving or construction work by contract, the Employer, subject to giving 72 hours' notice, may change the starting and finishing times by up to one hour up to twice per year for personnel in classifications listed in Appendix 2 or 3 directly affected, provided that the total daily hours scheduled are not changed. If more than two changes are made, all time worked outside of the original negotiated schedule, during the subsequent changes, shall be paid at overtime rates.

(2) Where hours of operation are affected by a third party engaged in paving or construction work by contract, or where Time Study Crews are studying logging or log hauling operations, the Employer, subject to giving 72 hours' notice, may change the starting and finishing times by up to two hours up to four times per year for personnel in classifications listed in Appendix 5 directly affected, provided that the total daily hours scheduled are not changed. If more than four changes are made, all time worked outside of the original negotiated schedule, during the subsequent changes, shall be paid at overtime rates.

## **7.6 Part-Time Employees**

Part-time employees who are scheduled to work a full shift shall be subject to the work schedule applicable to their work unit. Part-time employees who are not scheduled to work a full normal shift applicable to their work unit 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.

**TABLE A**  
**For Employees in Classifications Listed in Appendix 3**

	Length of Scheduled Shift	Shift Pattern	Workdays		Surplus or Shortage	No. of Days of Rest	Provisions For Stat. Holidays	Stat. Hols on Shut Down	Stat. Holidays Lieu days
			Sched.	Req.					
1	7 hrs	5:2	249	249	0	104	Shut Down	12	—
2	7 hrs	5:2	261	249	0	104	Work	—	12
3	7 hrs. 30 min	5:2	249	232	17	104	Shut Down	12	—
4	7 hrs. 30 min	5:2	261	232	18	104	Work	—	11
5	8 hrs	5:2; 4:3	223	218	5	130	Shut Down	12	—*
6	8 hrs	5:2; 4:3	235	218	6	130	Work	—	11*
7	8 hrs. 45 min	4:3	197	199	-2	156-2=154	Shut Down	12	—
8	8 hrs. 45 min	4:3	209	199	0	156	Work	—	10
9	9 hrs	5:2	249	194	55	104	Shut Down	12	—
10	9 hrs	5:2	261	194	58	104	Work	—	9
11	10 hrs	2:1	231	174	57	122	Shut Down	12	—
12	10 hrs	2:1	243	174	* 61	122	Work	—	8
13	10 hrs	1:1	171	174	-3	182-3=179	Shut Down	12	—
14	10 hrs	1:1	183	174	1	182.5	Work	—	8

\* This schedule is to cover nine (9) working days in a two-week period.

**TABLE A (continued)**  
**For Employees in Classifications Listed in Appendix 3**

The following schedules are limited to seasonal period use only:

	Length of Scheduled Shift	Shift Pattern	Workdays		Surplus or Shortage	No. of Days of Rest	Provisions For Stat. Holidays	# Stat Holidays on Shut Down	Stat. Holidays Lieu days
			Sched.	Require					
1	8 hrs	2:1	231	218	13	122	Shut Down	12	—
2	8 hrs	2:1	243	218	14	122	Work	—	11
3	8 hrs	5:2	249	218	31	104	Shut Down	12	—
4	8 hrs	5:2	261	218	32	104	Work	—	11
5	9 hrs	2:1	231	194	38	122	Shut Down	12	—
6	9 hrs	2:1	243	194	40	122	Work	—	9
7	10 hrs	5:2	249	174	75	104	Shut Down	12	—
8	10 hrs	5:2	261	174	79	104	Work	—	8

**TABLE A**  
**For Employees in Classifications Listed in Appendix 5**

	Length of Scheduled Shift	Shift Pattern	Workdays Scheduled	Workdays Required	Surplus	Days of Rest	Provisions For Stat. Holidays	Stat. Holidays On Shut Down	Stat. Holidays Lieu days
1	7 hours	5:2	249	249	0	104	Shut Down	12	—
2	7 hours	5:2	261	249	0	104	Work	—	12
3	7 hours 30 min.	5:2	249	232	17	104	Shut Down	12	—
4	7 hours 30 min.	5:2	261	232	18	104	Work	—	11
5	8 hours	5:2 4:3	223	218	5	130	Shut Down	12	—*
6	8 hours	5:2 4:3	235	218	6	130	Work	—	11*
7	8 hours 45 min.	4:3	197	199	-2	156-2=154	Shut Down	12	—
8	8 hours 45 min.	4:3	209	199	0	156	Work	—	10
9	9 hours	5:2	249	194	55	104	Shut Down	12	—
10	9 hours	5:2	261	194	58	104	Work	—	9

**TABLE A (continued)  
For Employees in Classifications Listed in Appendix 5**

	Length of Scheduled Shift	Shift Pattern	Workdays Scheduled	Workdays Required	Surplus	Days of Rest	Provisions For Stat. Holidays	Stat. Holidays On Shut Down	Stat. Holidays Lieu days
The following schedules are limited to seasonal period use only.									
1	8 hours	2:1	231	218	13	122	Shut Down	12	—
2	8 hours	2:1	243	218	14	122	Work	—	11
3	8 hours	5:2	249	218	31	104	Shut Down	12	—
4	8 hours	5:2	261	218	32	104	Work	—	11
5	9 hours	2:1	231	194	37	122	Shut Down	12	—
6	9 hours	2:1	243	194	40	122	Work	—	9
7	10 hours	5:2	249	174	75	104	Shut Down	12	—
8	10 hours	5:2	261	174	79	104	Work	—	8
9	10 hours	1:1	171	174	-3	182-3=179	Shut Down	12	—
10	10 hours	1:1	182	174	0	183	Work	—	8

*\*This schedule is to cover nine (9) working days in a two (2) week period.*



THE PROVISIONS OF CLAUSES 7.7 THROUGH 7.18 INCLUSIVE  
APPLY TO EMPLOYEES IN  
CLASSIFICATIONS LISTED IN APPENDIX 2, EXCEPT AS OTHERWISE  
NOTED.

## **7.7 Hours of Work, Shift Schedules and Starting and Finishing Times**

Subject to definitions 14 and 31 of the **Main Public Service Agreement**, the length of workdays, shift patterns and shift schedules shall be negotiated at the local level according to recognized provisions of Clause 7.7:

(a) The length of the workday for the "*production season*" will be negotiated locally recognizing that required hours of operation are based on production requirements. These negotiations will commence prior to the "*production season*".

(b) Shift pattern and length of scheduled workday changes will be limited to a maximum of three per year with a minimum duration of two months for any shift pattern or scheduled workday length, except by mutual agreement at the local level.

(c) The normal meal period will be not less than one-half hour and not more than one hour. Lengthening of the scheduled workday will not be achieved by expanding the normal meal period except by mutual agreement.

**7.8 - Table of Recognized Workday Lengths and Shift Patterns**

	Length of Scheduled Shift	Shift Pattern	Workdays		Surplus or Shortage	No. of Days of Rest	Statutory Holiday Provisions	# of Stat Hols on Shut Down	Stat Holidays Lieu Days
			Sched.	Req.					
1	10 hrs.	5:2	249	174	75	104	Shut Down	12	—
2	9 hrs.	5:2	249	194	55	104	Shut Down	12	—
3	9 hrs.	5:2	261	194	58	104	Work	—	9
4	8 hrs.	5:2	249	218	31	104	Shut Down	12	—
5	8 hrs.	5:2; 4:3	223	218	5	130	Shut Down	12	—
6	7 hrs.49 min.	5:2	249	223	26	104	Shut Down	12	—
7	7 hrs.49 min.	5:2; 4:3	223	223	0	130	Shut Down	12	—
8	7 hrs.30 min.	5:2	249	232	17	104	Shut Down	12	—
9	7 hrs.30 min.	5:2; 5:2; 4:3	231	232	-1	122-1=121	Shut Down	12	—
10	7 hrs.30 min.	5:2	261	232	18	104	Work	—	11
11	7 hrs.30 min.	5:2; 5:2; 4:3	243	232	0	122	Work	—	11
12	7 hrs.	5:2	249	249	0	104	Shut Down	12	—
13	7 hrs.	5:2	261	249	0	104	Work	—	12

	Length of Scheduled Shift	Shift Pattern	Workdays		Surplus or Shortage	No. of Days of Rest	Statutory Holiday Provisions	# of Stat Holidays on Shut Down	Stat Holidays Lieu Days
			Sched	Req.					
14	8 hrs.45 min.	4:3	197	199	-2	(156-2=154)	Shut Down	12	—
15	10 hrs.	4:3	197	174	23	156	Shut Down	12	—
16	8 hrs.50 min.	4:3	197	197	0	156	Shut Down	12	—
17	8 hrs.45 min	4:3	209	199	0	156	Work	—	10
18	10 hrs.	1:1	171	174	-3	(182-3=179)	Shut Down	12	—
19	10 hrs.	1:1	182.5	174	0	182.5	Work	—	8.5
20	7 hrs.30 min	2:1	243	232	0	122	Work	—	11
21	8 hrs.	2:1	243	218	14	122	Work	—	11
22	8 hrs.30 min.	2:1	243	205	28	122	Work	—	10
23	9 hrs.	2:1	243	194	40	122	Work	—	9
24	9 hrs.30 min.	2:1	243	183	51	122	Work	—	9

## 7.9 Workdays

- (a) Except for part-time employees, the minimum length of the scheduled workday shall be seven hours.
- (b) The normal days of rest except as otherwise required in shift schedules shall be Saturday and Sunday.

## 7.10 Scheduling of Earned Time Off

Surplus time as per Clause 7.8

- (a)
  - (1) Where employees are not able to take their earned time off as scheduled due to operational requirements, then there shall be a cash adjustment at the end of the averaging periods indicated using "*double-time*" as the premium rate.
  - (2) Where employees choose to carry earned time forward for addition to vacation period, then the extra time worked in the period is to be considered as a "*straight-time*" time credit to be carried forward.
- (b) Statutory holiday lieu days as per Clauses 17.3 and 17.4 of the **Main Public Service Agreement**.

(1) Earned statutory holiday lieu days for statutory holidays occurring between January 1 and June 30 shall be scheduled by mutual agreement at the local level subject to operational requirements and shall be taken by December 31 of that year.

(2) Earned statutory holiday lieu days for statutory holidays occurring between July 1 and December 31 shall be scheduled as above and shall be taken by June 30 of the following year.

## 7.11 Deferral of Rest Days

By mutual agreement at the local level and subject to operational requirements, rest days may be banked to enable extended periods for return to headquarters.

## 7.12 Rotation of Shifts

- (a) Shift rotation shall be done on an equitable basis among the employees involved within a classification in each work group except that, by mutual agreement, an employee will be permitted to choose more than their share of the second or third shifts.
- (b) Where shift schedule changes result in workdays of the new schedule falling on rest days of the old schedule, then every attempt shall be made to provide a minimum of one rest day between shifts.

## 7.13 Split Shifts

- (a) No employees shall work split shifts except by mutual agreement.
- (b) For split shift employees, where a break longer than one hour is scheduled, a premium shall be paid for all hours worked which shall be the greater of:
  - (1) split shift premium of 55¢ per hour effective April 2, 2000; or
  - (2) the relevant shift premium.
- (c) All hours worked on a split shift shall be contained within a 12-hour period. Any time that is worked outside the 12-hour period shall be paid at the appropriate overtime rates.

## 7.14 Rest Periods and Meal Periods

- (a) The time away from work for rest periods shall be as specified in Clause 14.4 of the **Main Public Service Agreement**, and for meal periods in accordance with appropriate work schedule.
- (b) Recognized meal periods will be within the middle two hours of the workday or shift. Employees with recognized meal periods who are required to work continuously within the middle two hours shall be paid one and one-half times

the base rate for the duration of the recognized meal period and will be given a meal period with pay at another time in the shift or workday.

(c) Employees 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.

(d) Provided that the limits for the meal and rest periods are not exceeded, employees may leave their workplace to take such breaks. However, where an employee chooses to leave their workplace the Employer shall not be responsible for their transportation.

(e) Time spent in preparation of meals will be considered time worked provided that the meals are for other employees and that the time spent is previously authorized by the Employer.

(f) Where employees live in camp facilities provided by the Employer and are normally provided with a hot meal at the end of the shift, the Employer will provide a hot meal or a satisfactory meal which can be heated in the event that the employee is late for the meal time through no fault of their own.

### **7.15 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.

### **7.16 Workday Scheduled on Paid Holiday**

An employee scheduled to work on a designated paid holiday will not be sent home before the end of their scheduled workday or shift except by mutual agreement.

## **7.17 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.

## **7.18 Flexible Work Schedules (Electronics Radio Communication Trades Persons)**

Employees with established schedules may from time to time have temporary assignments where a flexible schedule is more appropriate for both parties. Recognizing this, departures from established schedules shall be in accordance with the following provisions:

- (a) Notwithstanding the provisions of Clauses 7.7, 7.8 and 7.9, an employee or groups of employees may be given the authority to work a flexible work schedule by mutual agreement between the parties at the local level.
- (b) The averaging period for those employees on flexible work schedules shall be 70 hours per two-week period.
- (c) The scheduling of workdays and rest days shall be by mutual agreement.
- (d) Subject to mutual agreement, the hours to be worked per day may be arranged on a flexible basis as appropriate in order to complete daily assignments providing that no regular hours of work shall exceed 10.
- (e) Where employees are required to work dependently, agreement reached respecting (c) and (d) above will apply to all such employees.
- (f) Time worked in excess of 10 hours per day and/or in excess of the total hours required in the two-week period shall be considered overtime. Acceptable time keeping records shall be established with the supervisor.