

Public Sector Bargaining 2022

BC GENERAL EMPLOYEES' UNION

Component 20 – Environment, Technical and Operations

Tentative Agreement

Significant changes were made in the previous ETO Collective Agreement to make it more readable and enforceable. Part of those changes included some substantive changes in the hours of work language, including schedules that sought to reflect some of the ETO members' practices of banking earned time off.

In this round the Parties clarified some of the hours of work language and those details are in the hours of work language in Article 7.

The Parties also had significant discussions and proposals (from both sides) regarding the hours of work, including the use of seasonal periods and the groups that access the provisions of MOU 6. Stemming from those proposals is a detailed MOU (as noted) below on a post bargaining Joint ETO Hours of Work Committee and alternative dispute resolution process on ETO hours of work disputes.

The full text of the MOU is near the back of the agreement as the Memorandum of Understanding ENVIRONMENTAL, TECHNICAL AND OPERATION (ETO) HOUR OF WORK COMMITTEE & ALTERNATIVE DISPUTE RESOLUTION PROCESS.

As noted in the MOU, the Joint ETO Hours of Work Committee may review the following items, and accordingly require work groups to submit the requisite documentation in support of this.

- **Work schedules that utilize schedules 20 – 24 from the table in Clause 7.2, including agreed to MOU 1s. This may include a review of actual schedules worked as recorded in annual work schedules and updated annual work schedules.**
- **Work schedules that utilize MOU 6, including their completed MOU 1 and Annual Work Schedules.**
- **Work schedules that utilize seasonal periods and to develop a method of tracking this information.**

Further, the MOU, contains specific requirements of the Joint ETO Hours of Work Committee that includes: a review of all workgroups utilizing MOU 6; the scheduling of meetings/phone calls with all Steward and Management representatives for workgroups utilizing MOU 6; and the development and delivery of joint training on hours of work for ETO members. The specific language is noted below.

1. **In support of the work of the ETO Hours of Work Committee, the Employer will provide the Union, within 90 days of ratification of the collective agreement, a list of all the workgroups utilizing MOU 6. This list may be provided sooner as the Employer agrees to not wait until the ratification of the collective agreement to begin this work.**
2. **During the life of this agreement, the ETO Hours of Work Committee will endeavour to schedule a meeting/phone call with the Steward and the Management representatives of each workgroup utilizing MOU 6. The purpose of the meeting will be to review the actual work schedules carried out, the compliance with the collective agreement and to problem solve any potential issues.**

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BC GENERAL EMPLOYEES' UNION

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

The Union and your ETO Component Executive are committed to ensuring that the MOU on this committee is fully executed. We believe it will assist in resolving some of the existing hours of work disputes and position us well for the next round on any hours of work changes that the members seek.

Other changes to the ETO Collective Agreement, include:

- New language that recognizes optional attendance at professional events (meetings, field trips and seminars) that provides for earned time off to attend.
- The written acknowledgement that in general terms, the intent of seasonal periods is for the purpose of field work.
- A change to one provision of Work Clothing that applies to all ETO members working in CVSE (Clause 9.8). This “levels up” the required Work Clothing for CVSE Safety and Enforcement Officers.

In solidarity

Robert Davis – Agriculture and Food- Local 2004 (Component 20 Vice President)

Ryan Wiederick – Environment and Climate Change Strategy - Local 2001

James Moe – Forests Cariboo Regional Operations - Local 2006

Thierry Rouget – Forests BC Timber Sales - Local 2002

Dimitri Vaisius – Forests BC Wildfire Service - Local 2001

Frank Anderson – BCGEU Regional Coordinator

RATIFICATION DOCUMENT

NINETEENTH COMPONENT AGREEMENT

between the

**GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA**

represented by the

BC PUBLIC SERVICE AGENCY

and the

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

Representing employees of the

ENVIRONMENT, TECHNICAL & OPERATIONAL COMPONENT AGREEMENT

MEMORANDUM OF SETTLEMENT

THE 19th ENVIRONMENTAL, TECHNICAL & OPERATIONAL COMPONENT AGREEMENT

between

BC Government and Service Employees' Union

-and-

BC Public Service Agency

This is a Memorandum of Settlement between the British Columbia General Employees' Union (BCGEU) and The Public Service Agency (PSA) for the 19th Environment, Technical and Operational (ETO) Component Agreement.

The Parties have agreed on a tentative agreement for the 19th ETO Collective Agreement that is subject to ratification by the BCGEU members covered by the ETO Agreement. The BCGEU commits to endorsing this tentative agreement in the ratification vote with its members.

Below are listed the various clauses, article, appendices, memorandums and letters of intent that the Parties have agreed to changes from the 18th ETO Collective Agreement. The changes from the 18th ETO Collective Agreement are pursuant to the signed off "greens" by the Parties. Errors and omissions excepted.

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ARTICLE 1 - PURPOSE OF AGREEMENT

*NOTE: Changes to the ~~Seventeenth~~ **Eighteenth** Component Agreement are indicated in the ~~Eighteenth~~ **Nineteenth** Component Agreement with bold type (except for Headings) or an asterisk (*) where language has been deleted and no new text added.*

ARTICLE 5 - OCCUPATIONAL HEALTH, SAFETY AND WELFARE

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~~ **2022**, ~~\$143.77~~ **\$160.00** biennially upon production of a receipt;
- (ii) effective April 1, ~~2020~~ **2023**, ~~\$146.64~~ **TBD** biennially upon production of a receipt;
- (iii) effective April 1, ~~2021~~ **2024**, ~~\$149.58~~ **TBD** biennially upon production of a receipt; and

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

(2) *caulk boots*

- (i) effective April 1, ~~2019~~ **2022**, ~~\$199.26~~ **\$250.00** biennially upon production of a receipt;
- (ii) effective April 1, ~~2020~~ **2023**, ~~\$203.24~~ **TBD** biennially upon production of a receipt;
- (iii) effective April 1, ~~2021~~ **2024**, ~~\$207.31~~ **TBD** biennially upon production of a receipt; and

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

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

- (1) All BC Wildfire Service employees who require specified footwear for fireline activities as set out in the April 2018 Safety Standard for Personal Protective Equipment shall be reimbursed ~~\$100~~ **\$200.00 effective April 1, 2022; TBD effective April 1, 2023; TBD effective April 1, 2024** biennially for the purchase of such footwear upon presentation of a receipt evidencing the purchase of same.

(2) Employees may first claim this benefit on April 1, ~~2019~~ **2022** provided they are commencing their second consecutive year of employment with BC Wildfire Service without loss of seniority and maintaining 500 hours worked at straight-time within the previous 26 pay periods.

(3) The straight-time hours shall be calculated in accordance with Article 31.1(c) of the ~~18th~~ **19th** Main Public Service Agreement.

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

ARTICLE 6 – CAREER DEVELOPMENT

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.

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

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~~ **employees (by classification and 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~~ **must** also include **any seasonal periods**, vacation and ETO Scheduling. **It is understood that employees using a work schedule based on either a two week, 70-hour or four week 140-hour averaging period will update their actual working times and days of rest after each work cycle.** These agreements will be completed by April 1st annually **and shall reflect any subsequent additions or revisions. The annual work schedule will be held at the local level.**

(3) "Work Group" is a functionally linked position or number of functionally linked positions, which work from a common point of assembly and perform work of a similar nature in a defined geographical area. More than one work group may work from the same common point of assembly.

(4) "Sunset Provision" is the shift schedule implemented on a trial basis. May not exceed six months in duration; however, it may be extended by a further six months by mutual agreement. Upon expiry of the sunset provision, the shift schedule will revert to the previous agreed schedule, unless mutually agreed to otherwise **to and confirmed by the signed Hours of Work Agreement Form MOU 1.**

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

Sched. #	Length of Sched. Shift (Hrs)	Shift Sched	Workdays Sched.	Workdays Required	Surplus or Shrtge Hours	# Days of Rest
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(d) below and therefore would require ~~multiple~~ **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. **The minimum shift in any schedule for regular full-time employees shall be 7 hours exclusive of meal breaks. This does not apply to a shorter shift to make up for any shortfalls on annual schedules.**

(b) ~~The minimum scheduled shift for regular full time employees, exclusive of meal periods shall be seven hours unless the employees~~ **Employees may use** leave banks (ETO, CTO or Vacation, in that order) to lower the number of hours worked in the scheduled shift. Approval will be based on operational requirements and will not be unreasonably withheld. This does not apply to a shorter shift to make up for any shortfalls on annual schedules.

(c) There shall be a minimum of two consecutive days of rest in any seven-day period, except those on a seasonal schedule. When employees are on seasonal schedule, pursuant to **Clause 7.1(4) 7.2(d)** above, then it shall be a minimum of the equivalent of two consecutive days of rest for every five days worked.

(d) The days of rest, including any positions required to work weekends, pursuant to (c) above, shall be determined prior to the agreement on the work shift schedule, pursuant to Clause 7.2(c)

above. Those required to work on weekends, pursuant to (e) below, shall be determined prior to an agreement on any affected annual work schedules (which includes all days of rest).

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

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

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

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

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

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

7.4 ETO Hours of Work Agreement Form

The 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.

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

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

- (d) Where, as a result of the provisions of Clause 14.3 of the Main Public Service Agreement, time is owed to or by the employee, it shall be accumulated until the time totals one scheduled shift. Use of such shift shall be scheduled by mutual agreement at the local level.
- (e) Surplus hours earned during seasonal period(s) pursuant to the Hours of Work schedules in Clause 7.2 may, by mutual agreement, be taken within the seasonal period(s). A maximum of 98 earned surplus hours may, by mutual agreement, be taken in that period. If more than 98 surplus hours are earned, the excess days shall be carried over to the non-seasonal part of the annual schedule. For the seasonal periods of less than six months, this clause shall be applied on a pro rata basis.
- (f) All scheduled **or rescheduled** earned time off must be taken by March 31st following the year in which it was earned. Where earned time off is not taken as set out herein, such time will be paid out. **Avalanche Crews with the Ministry of Transportation and Infrastructure must schedule their earned time off by August 31st following the year in which it was earned or such time will be paid out.**
- (g) ETO from the previous year that has not been scheduled by January 15th, may be scheduled by the Employer in consultation with the employee. Such ETO must be taken by March 31st or the Subclause (f) above applies.
- (h) **Upon resignation, it is understood that ETO credits that have been used but not earned must be reimbursed to the Employer. Overdrawn ETO credits may be offset against wages or other monies owed to the employee.**
- (i) **When an employee has been overpaid ETO credits the provisions of Main Agreement Article 27.28 shall apply.**

7.7 Meal Periods

- (a) Meal periods shall be scheduled by mutual agreement as close as possible to the middle of the shift and where possible to correspond to dining room facilities where such facilities are available. The length of the meal period shall not be less than 30 minutes nor more than 60 minutes by mutual agreement.
- (b) An employee shall be entitled to take their meal period away from the workstation. For the purpose of this agreement, an employee shall be considered to be away from their workstation if they are not subject to recall to work during their meal period. Where an employee is subject to recall during their meal period, the meal period shall be considered as time worked. On such an occasion the employee shall be compensated at the applicable overtime rate for the duration of the meal period. Overtime worked during a meal period shall be considered as overtime worked after the shift for overtime calculation purposes. "*Subject to recall*" means an employee is required by the Employer to be immediately available for duty at their worksite.
- (c) Time spent in the preparation of meals by field crew personnel shall be considered as time worked at straight-time rates, provided that the number of persons so occupied and the time required is authorized by the Employer.

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

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

7.8 Starting and Finishing Times

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

7.9 Part-Time Employees

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

7.10 Employees Working Away From Their Point of Assembly

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

7.11 Callout for Emergency Situations

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

ARTICLE 9 – WORK CLOTHING

9.1 Supply of Required Uniforms

The following shall apply to all employees:

- (a) The Employer shall provide and maintain the appropriate uniform or wearing apparel to employees required to wear a uniform or standard form of apparel. Any required uniform shall be supplied as soon as possible after hiring. **Uniforms shall be "stock sizing". Tailoring-to-fit where required shall be provided at the Employer's expense and may include the following: hemming slacks to proper length; taking in or letting out seams; adjusting sleeve length.**
- (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.~~ **All required apparel shall be in accordance with Clause 26.2 of the Main Public Service Agreement.**
- (d) All cleaning and laundering to be done by union establishments, where such establishments are available and offer comparable service.
- (e) All issue clothing shall be new wherever possible. If used clothing must be issued, it shall be dry-cleaned and in good condition. Used footwear shall not be issued at any time. This shall not include outer footwear such as hip waders, overshoes, etc.
- (f) The cost of approved cleaning, laundering, and repairing will be borne by the Employer. The allowance shall be per month:
 - (1) effective April 1, ~~2019~~ **2022: \$29.58 \$32.01**; and
 - (2) effective April 1, ~~2020~~ **2023: \$30.17 TBD**; and
 - (3) effective April 1, ~~2021~~ **2024: \$30.78 TBD**

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

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

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~~ **2022**- ~~\$29.58~~ **\$32.01** per month and effective April 1, ~~2020~~ **2023**- ~~\$30.17~~ **TBD** per month and effective April 1, ~~2021~~ **2024**- ~~\$30.78~~ **TBD** per month.

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~~ **\$160.00** biennially effective April 1, ~~2019~~ **2022**

(b) ~~\$138.89~~ **TBD** biennially effective April 1, ~~2020~~ **2023**

(c) ~~\$141.67~~ **TBD** biennially effective April 1, ~~2021~~ **2024**

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

9.8 ~~Area Vehicle Inspectors~~ Commercial Vehicles Safety & Enforcement Officers

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

- 1. 2 jackets, including 1 water-repellent, breathable, seasonal appropriate jacket complete with safety markings**
- 2. 4 pairs of pants**

3. 6 shirts (3 short sleeve)
4. 5 pairs of socks
5. 1 tie
6. 1 belt
7. 1 cap and badge
8. 1 winter hat
9. 1 plastic cap cover
10. 1 pair of gloves
11. 4 pairs of overalls (Area Vehicle Inspectors 6 pairs)
12. 1 flashlight with batteries
13. Footwear as outlined in the CVSE Standards and Best Practices

The 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 29
- (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.

11.1 Special Certificate Allowance

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:
~~April 1, 2019 - \$15.30~~ **April 1, 2022 - \$100.00**
~~April 1, 2020 - \$15.61~~ **April 1, 2023 - TBD**
~~April 1, 2021 - \$15.92~~ **April 1, 2024 - TBD**
- (2) Qualified Faller **Trainer (QFT)** certification biweekly allowance:
~~April 1, 2019 - \$20.40~~ **April 1, 2022 - \$150.00**
~~April 1, 2020 - \$20.81~~ **April 1, 2023 - TBD**
~~April 1, 2021 - \$21.22~~ **April 1, 2024 - TBD**
- (3) Qualified Supervisor Trainer (QST) certification allowance:
~~April 1, 2019 - \$25.50~~ **April 1, 2022 - \$200.00**
~~April 1, 2020 - \$26.00~~ **April 1, 2023 - TBD**
~~April 1, 2021 - \$26.53~~ **April 1, 2024 - TBD**

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

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

APPENDIX 1

Worksite

Ministry of Forests, Lands,
Natural Resource Operations
& Rural Development
District Staff

Ministry of Forests, Lands,

Points of Assembly

District Office or Field Office

Seed Orchard

Natural Resource Operations
& Rural Development

Cowichan Lake Research

Manning Park

Mount Seymour Park

Paul Lake Park

Lac Le Jeune

Skihist Park

Monck Park

Big Bar Park

Parks Construction

Ministry of Forests, Lands,
Resource Operations &
Rural Development Projects

Cowichan Lake Research Station

Manning Park Service Yard

Mount Seymour Park Service Yard

Paul Lake Park Service Yard

Lac Le Jeune Park Service Yard

Skihist Park Service Yard

Monck Park Service Yard

Big Bar Park Service Yard

Established for individual projects

Regional Operations District
Office, Field Office or project
camp where applicable, or otherwise
mutually acceptable location

~~BC Wildfire Centres – Fire Base~~
~~Service Branch~~
~~Development~~ Services

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, Food and Fisheries

- 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 and Low Carbon Innovation

- 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 & 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

MOU 1 – HOURS OF WORK AGREEMENT

Replace with the current Hours of Work Agreement form attached.



Approved_ETO_mou
_1_how_form_Decem

MEMORANDUM OF UNDERSTANDING 2

Re: ~~Wildfire Management~~ BC Wildfire Services

The parties agree that the recruitment, retention and succession planning of ~~Wildfire Management~~ BC Wildfire Services 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

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 17th Environmental, Technical and Operational Component Collective Agreement.~~

***MOU to be renumbered following bargaining**

MEMORANDUM OF UNDERSTANDING 7*

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

***MOU to be renumbered following bargaining**

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.

*MOU to be renumbered following bargaining

MEMORANDUM OF UNDERSTANDING (NEW) ENVIRONMENTAL, TECHNICAL AND OPERATIONAL (ETO) HOURS OF WORK COMMITTEE & ALTERNATIVE DISPUTE RESOLUTION PROCESS

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

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

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

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

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

committee members are members from the respective bargaining committees, including the main negotiators from each side.

2. The ETO Hours of Work Committee shall meet regularly as matters arise, in any case will plan to meet at least once a month, except during busy vacation periods.
3. The Parties may call upon subject matter experts to Joint Committee meetings as needed.
4. The ETO Hours of Work Committee will develop an agenda for each meeting and will report out to their respective sides as determined by the Committee.
5. The ETO Hours of Work Committee will be governed by the following objectives of the committee:
 1. To evaluate the implementation of the hours of work in Article 7 and MOU 6.
 2. To provide education and awareness on the hours of work to ETO members and managers.
 3. To offer an alternative dispute resolution process for hours of work under the ETO Component Agreement.
6. The ETO Hours of Work Committee may review the following items, and accordingly require work groups to submit the requisite documentation in support of this.
 - Work schedules that utilize schedules 20 – 24 from the table in Clause 7.2, including agreed to MOU 1s. This may include a review of actual schedules worked as recorded in annual work schedules and updated annual work schedules.
 - Work schedules that utilize MOU 6, including their completed MOU 1 and Annual Work Schedules.
 - Work schedules that utilize seasonal periods and to develop a method of tracking this information.
7. In addition to the above, in support of the work of the ETO Hours of Work Committee, the Employer will provide the Union, within 90 days of ratification of the collective agreement, a list of all the workgroups utilizing MOU 6. This list may be provided sooner as the Employer agrees to not wait until the ratification of the collective agreement to begin this work.

8. During the life of this agreement, the ETO Hours of Work Committee will endeavour to schedule a meeting/phone call with the Steward and the Management representatives of each workgroup utilizing MOU 6. The purpose of the meeting will be to review the actual work schedules carried out, the compliance with the collective agreement and to problem solve any potential issues.
9. The ETO Hours of Work Committee will develop and deliver joint education to managers and BCGEU Component 20 members on the hours of work provisions.

ALTERNATIVE DISPUTE RESOLUTION PROCESS

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

1. The Parties, subsequent to bargaining will name a representative for each side to receive information on disputes and potential disputes and seek to resolve them;
2. Accordingly, any issues regarding hours of work where mutual agreement cannot be reached at the local level between the manager and the steward at the worksite, will be immediately referred to the named representatives for each side pursuant to #1 above;
3. Further, any issue regarding hours of work that arises may be immediately escalated to the named employer and union designates, who will review and attempt to resolve such issues within 30 days;
4. If mutual agreement cannot be reached by the named representatives, either party may refer the matter to an independent arbitrator for a binding decision. Such referral to arbitration must be within 30 days of failure to reach mutual agreement and the arbitrators listed in Article 9 of the Main Public Service Agreement will be the list the Arbitrator is drawn from. The Arbitrator is to be guided by the Collective Agreement language (both ETO and Main Agreement). Decisions made, pursuant to this process will be considered, similar to the expedited process in the Main Agreement, as without precedent. However, the Parties may mutually agree to proceed on a precedent setting basis.
5. Notwithstanding #4 above, the Parties will develop an ETO hours of work third party dispute resolution process, similar to what was utilized with Corinn Bell during the 18th ETO Collective Agreement.

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

**MEMORANDUM OF UNDERSTANDING (NEW)
Annual Work Schedule Example**

The parties agree this Environmental, Technical and Operational Component Annual Work Schedule is a sample and the current copy may be accessed by this link.

https://www2.gov.bc.ca/assets/gov/careers/all-employees/work-arrangements/eto_component_annual_work_schedule_bcpsa_100.xlsx

**MEMORANDUM OF AGREEMENT TBD
POINT OF ASSEMBLY FOR MEAT HYGIENE & AGRI FOOD INSPECTORS**

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

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

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

**LETTER OF UNDERSTANDING
Re: Appendix 2**

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

Change Strategy and Forest, Lands, and Natural Resource Operations & Rural Development and potentially other ministries.

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

LETTER OF INTENT (new)

Re: Application of Seasonal Periods for Work Schedules

The Environmental, Technical and Operational (ETO) component agreement provides for work schedules to incorporate “seasonal periods” considered to be the traditional seasonal period of increased activity for the employees involved.

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

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

LETTER OF INTENT (new)

**Re: Article 9.8
(outside CA)**

LETTER OF INTENT (new)

**Re: MOA Point of Assembly for Meat Hygiene & Agri Food Inspectors
(Outside CA)**

Renewal of the Following:

- **MOU 3 – Auxiliary Layoff of BC Wildfire Service**
- **MOU 4 – Lodging Allowance**
- **Letter of Intent 1 - Foreman**

Not renewed and thus deleted:

- **MOU 8 – Review of Appendix 6**
- **MOU 9 – Appendix 2 Provisions**

- MOU 12 – Article 7 Hours of Work from the 17th ETO Collective Agreement
- LOU 2 – Registered Forest Technologist

Deleted as moved into the Main Agreement: MOU 5 – Health and Welfare Benefit Eligibility for Seasonal Auxiliary Employees

It is understood that the numbering of MOUs, MOAs and LOUs above may change in final copy print of the ETO Collective Agreement.

Agreed on behalf of the PSA

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

Ian Brown, Deputy Director, Operations
Ministry of Forests, Lands, Nature Resources
and Rural Development

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

Sherri Norman, Senior Labour Relations Specialist
BC Public Service Agency

Ellen Hrad, Senior Labour Relations Specialist
BC Public Service Agency

Agreed on behalf of the BCGEU

James Moe, Bargaining Committee
Environmental, Technical & Operational
Component

Thierry Rouget, Bargaining Committee
Environmental, Technical & Operational
Component

Dimitri Vaisius, Bargaining Committee
Environmental, Technical & Operational
Component

Ryan Wiederick, Bargaining Committee
Environmental, Technical & Operational
Component

Robert Davis, Vice President
Environmental, Technical & Operational
Component
BCGEU

Casandra Caunce, Director
Regional Operations
Ministry of Environment and Climate Change
Strategy

Frank N. Anderson
Regional Coordinator
BCGEU

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

Korina Tsui, Director
Labour Relations
BC Public Service Agency
