



RATIFICATION BULLETIN

Negotiations for the Environmental, Technical & Operational Component took place over two weeks in February, and also at the Master Bargaining Table over these past difficult months. Thanks to your willingness to take job action we have achieved improvements to the Component 20 Agreement as identified below.

Highlights of tentative agreement.

We proposed (Clause 5.3), and the employer agreed, to double the safety-toed footwear and caulk boot allowances if accessed only once every two calendar years. Part-time employees are prorated in accessing the allowance. Allowances have been increased for cleaning and repairing required uniforms (Clause 9.1).

We have established new language for Park Rangers (Clause 9.10) so that they have a biennial reimbursement allowance for the purchase of footwear needed for the performance of their regular duties.

There is a new preamble to Article 7 to clearly set out that if a member does not fall into one of the exceptions listed in Article 7 then that member is in Table A for purposes of picking a shift. Clause 7.1(n) has been deleted and thus Commercial Transport Inspectors at Inspection Stations now fall into Table A.

There is now explicit language added [Clause 7.4(e)] to make it clear that 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 work duties, shall be paid for the meal period.

The language in Clause 10.2 (Preference in Vacation) has been redrafted in a clearer fashion. In keeping with this drive to simplify and make the 16th Component Agreement easier to read Appendix 4 employees have been rolled into Appendix 3 and all references to Appendix 4 have been deleted.

Further to the focus on clarification, for nine years, at recurrent bargaining sessions and arbitrations, the employer has argued the MOA that brought Compliance and Motor Carrier jobs back from ICBC to the Master had repercussions for hours of work. The employer has now agreed (new MOU 6) that the old transfer document no longer governs in any way. Hours of work are only defined in the ETO Component Agreement.

We have, as in past bargaining sessions, done considerable housekeeping to reflect the changes to government as the newest reorganizations occur. As part of this, we have negotiated comfort

Letters of Intent 5 and 6 to ensure that any unanticipated exceptions shall be corrected during the agreement.

Negotiations for seniority blocks and units continue and will be communicated when completed.

Your Committee believes that the revisions set out below will provide for workable and fair conditions in the relatively short term of this agreement. We unanimously recommend ratification of this tentative Component Agreement.

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 16, 2006 up to \$61.00 (\$62.50 effective April 1, 2007; \$64.00 effective March 30, 2008; \$65.50 effective March 29, 2009)~~ **date of ratification, up to \$133.50 biennially** once per calendar year, 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.**

(2) *caulk boots*

(i) effective ~~April 16, 2006 up to \$86.00 (\$87.50 effective April 1, 2007; \$89.00 effective March 30, 2008; \$90.50 effective March 29, 2009)~~ **date of ratification, up to \$185 biennially** once per calendar year, 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.**

Note: Employees are not eligible to receive the new biennial rate until they have gone one calendar year without being reimbursed.

6.8 Professional Development

(a) In order that each employee in classifications ~~listed in Appendix 3:~~

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:

ARTICLE 7 - HOURS OF WORK

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 Articles 7.1(e) through 7.1(n) inclusive; or through submission and approval as specified under Article 7.1(o), 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, ~~APPENDIX 4~~ 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

(f) *Inspectional Services*

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

(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****

~~*Limited to employees in classifications listed in Appendix 4.~~

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 ~~Forest District~~ 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 Article 7.1(k)**

(g) (1) - (5) deleted

~~(h)~~**(g)** *Conservation Officers*

(1)(2) maintain current language

(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)(5) maintain current language

~~(i) Senior Investigators - The parties recognize the need to have a flexible work schedule available for employees engaged in the area of Forest Revenue Inspection that will aid in the prime directive of the work functions. The Employer and the Union agree that the following conditions shall apply to those employees performing the duties of Senior Investigators.~~

(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 ~~Senior Investigators~~ **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 ~~Senior Investigators~~ **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, ~~Senior Investigators~~ **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 Master 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.

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

~~(j)~~(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 and Petroleum Resources~~, (the prime directive), the parties agree that work schedules for the temporary field staff will be governed by the following.

~~(k)~~(j) *Heritage Resource Officers.*

~~(l)~~(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 and Range** are involved in forest fire suppression duties, the following shall apply:

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

(n) *Commercial Transport Inspectors at Inspection Stations – clause deleted*

~~(o)~~(m) *Flextime*

7.4 Meal Periods

(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 work day.

9.1 Supply of Required Uniforms

(a) The following shall apply to employees in classifications listed in Appendix 3, 4, or 5 except as otherwise noted:

(3) 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.

(b) The following shall apply to employees in classifications listed in Appendix 2:

(1) Where the Employer requires designated employees to wear a uniform, the uniform shall be supplied as soon as possible after hiring at no cost to the employee.

(2) The cost of approved cleaning, laundering, and repairing will be borne by the Employer. ~~Effective April 16, 2006 the Employer will provide an allowance of \$25.00~~

~~(\$25.50 effective April 1, 2007; \$26.00 effective March 30, 2008; and \$26.50 effective March 29, 2009) per month. The allowance shall be:~~

- (i) **effective date of ratification: \$27.00; and**
- (ii) **effective April 1, 2013: \$27.50**

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

(3)(4) maintain current language

(c) Supply of required uniforms for Commercial Transport Inspectors shall be as follows and (a) and (b) above and 9.2 below shall not apply:

(2) The cost of approved cleaning, laundering, and repairing will be borne by the Employer. The Employer will provide an allowance **effective date of ratification**, of ~~\$24.50~~ **\$25.00** per month **and effective April 1, 2013, \$25.50 per month** where arrangements have not been made for cleaning, laundering and repairing.

9.10 Park Rangers [new]

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.

Note: Employees are eligible to first claim this benefit in calendar year 2013.

10.2 Preference in Vacation

(a) For those employees in classifications listed in Appendix 3,~~4~~, or 5, **vacation units are the same as Layoff and Recall unit in Appendix 6 and** shall be granted on the basis of service seniority within a classification series ~~within the work units listed in Appendix 7—Vacation Units.~~

(b) For those employees listed in Appendix 2, preference in vacation selection shall be determined in each work group on the basis of service seniority by classification within that work group. Work groups are defined in Clause 1.2. Such employees shall be entitled to receive their vacation in an unbroken period.

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

(c) Employees in **the following** classifications ~~listed in Appendix 4:~~

- 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.

- (d) Employees in **the following** classifications ~~listed in Appendix 3:~~

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 to September 30, 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.

11.3 Substitution Pay

- (a) Where relief is required for **the following** classifications ~~listed in Appendix 4 or 5-3:~~

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)

or classifications listed in Appendix 5 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 Master 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)

~~listed in Appendix 3~~ the most senior available qualified employee in the appropriate classification shall be afforded the opportunity to substitute in the higher position.

11.7 Supervisory Allowance – clause deleted from component agreement

13.4 Return to Headquarters (~~Appendix 2 Employees and Divisional Field Crews~~)

- (a) Both parties recognize the desirability of employees returning from field locations to their headquarters as the case may be for days of rest whenever possible. To this end the Employer shall make every reasonable effort to make transportation available for return to headquarters for rest days.
- (b) ~~For Appendix 2 employees~~ The Employer shall provide either a vehicle or other form of transportation as required in (a) above. The employees shall be compensated for travel time and approved meal costs while travelling.
- (c) When employees on accommodation, board and lodging allowances are required to check out of their place of accommodation or lodging, the Employer shall ensure that a suitable clean and safe place is provided for the storage of employee's luggage.

(d)(e)(f) – clauses deleted from component agreement

LETTER OF INTENT 3 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 and Natural Resource Operations and Range** 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 Forest Service~~ **Ministry** should ensure it does not restrict the scope of RFT practice through its own internal policies.
- (2) ~~The Forest Service~~ **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 Forest Service~~ **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

LETTER OF INTENT 5 Supervisory Allowance

The parties have agreed to delete Article 11.7 Supervisory Allowance in the Component Agreement because the parties believe the Maintenance Worker, Tradesman and Operator series has been implemented.

If the Maintenance Worker, Tradesman and Operator series is found to not have been implemented, Article 11.7 Supervisory Allowance in the 15th Environmental Technical and Operational Component shall apply.

This letter remains in force and affect for the term of the 16th Master Agreement.

LETTER OF INTENT 6
Inspectional Services

The parties agree that the changes made to Article 7.1(f) Inspectional Services in the 16th Environmental, Technical and Operational Component Agreement are intended to reflect housekeeping changes only. No employee schedules are intended to change as a result of changes made to the 16th Environmental, Technical and Operational Component Agreement from the 15th. For greater clarity, it is understood that when Compliance and Enforcement Staff from the former Integrated Land Management Bureau were reorganized into Forests, Lands and Natural Resource Operations they were placed into Article 7.1(f).

This letter remains in force and effect for the term of the 16th Master Agreement.

MEMORANDUM OF UNDERSTANDING 3
Re: Auxiliary Layoff Wildfire Management, ~~Ministry of Forests & Range~~

Notwithstanding Clause 31.5 of the Master Agreement, the parties agree that auxiliary employees employed by the Wildfire Management 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 Wildfire Management 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

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

The parties agree effective April 1, 2010 to amend Clause 31.9 of the Master Agreement in respect of the following groups of seasonal auxiliary employees:

- 1. Staff employed by the Wildfire Management Branch, Ministry of Forests, **Lands and Natural Resource Operations** ~~and Range~~;
- 2. Park Rangers employed by the Ministry of Environment; and
- 3. Avalanche Crews employed by the Ministry of Transportation and Infrastructure

The current language: *"after working three consecutive years without loss of seniority and maintaining 1200 hours worked at the straight time rate within the previous 26 pay periods"* as provided in Clause 31.9 will be replaced by *"after working three consecutive years without loss of seniority and maintaining 700 hours worked at the straight time rate within the previous 26 pay periods"*. This memorandum remains in force and affect for the term.

For clarity:

- The amended eligibility for benefits will not apply to employees required to meet established physical fitness standards until they have successfully passed the physical fitness test.
- For purposes of application, *"consecutive years"* will include those prior to and abutting 2010.

This memorandum remains in force and affect for the term of the 156th Master Agreement.

MEMORANDUM OF UNDERSTANDING 6
Re: March 11, 2003 MOA on the Transfer of Compliance Operations and
Motor Carrier Department Programs from ICBC to the Province

The Parties agree that the March 11, 2003 MOA shall no longer govern in any way the hours of work of all classifications included in that MOA.

Dated: February 3, 2012

APPENDIX 1

Worksite	Points of Assembly
Forest Ministry of Forests, Lands and Natural Resource Operations District Staff	Forest District Office or Field Office
Forest Service Nurseries Ministry of Forests, Lands and Natural Resource Operations Seed Orchards	Nursery 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	Big Bar Park Service Yard
Parks Construction	Established for individual projects
Ministry of Forests Ministry of Forests, Lands and Natural Resource Operations Projects	Forest Regional Operations District Office, Field Office or project camp where applicable, or otherwise mutually acceptable location.
Wildfire Management Centres	Fire Base

Housekeeping - Update all references in the ETO Agreement of Appendix 3 & 4 to read Appendix 3.

APPENDIX 3
(Employees Previously Included in the
Educational and Scientific Services Component and
Environmental, Resources and Conservation Component)

Biologist
Laboratory/Health Science Officer
Planning Officer (including Islands Trust)
Policy Analyst - Science
Scientific Technical Officer (Park Officer - Headquarters)
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)

APPENDIX 4 – MERGED WITH APPENDIX 3
(Employees Previously Included in the Environment,
Resources and Conservation Component)

Positions previously listed under Appendix 4 of the 15th ETO Component Agreement are now listed under Appendix 3.

APPENDIX 7 – [DELETED]
Vacation Units

In solidarity
ETO Component Bargaining Committee

Byron Goerz, Chairperson
George Butcher, Member
George Buis, Member
Rob Davis, Member
Ken MacKenzie, Member
Gary Hall, Staff Representative

cope378/c20 ratification bulletin