

Component 20 (Environmental, Technical & Operational) Agreement
Article 7.1 – Hours of Work
Union Interpretation Guide

Introduction

Article 7.1 of the Component 20 Agreement defines the hours of work for the vast majority of our Component 20 members. There are several parts to Article 7.1. These parts apply different schedules for different classifications. This makes it a challenge to read and interpret.

We hope that this guide will allow you to easily find the schedule that you should be working and fully understand how that schedule should be applied.

The comments in this guide apply only to members working in classifications listed in Appendix 3, Appendix 4, or Appendix 5. It does not apply to members working in classifications listed in Appendix 2 (Operational Services).

NOTE: The Union is interested in monitoring local work schedules to ensure that our members are being treated fairly and in accordance with the Master Agreement and the Component 20 Agreement. It would greatly assist us if members would email their local work schedules currently in place to byron.goerz@bcgeu.ca

What is my schedule?

As noted, there are many different schedules outlined in Article 7. **The general rule is that all employees fall under the schedules outlined in Table A unless Article 7 specifically states that another schedule is to apply.**

There are no schedules for Component 20 members other than those discussed in this guide and those found at Articles 7.8 and 7.18 of the Component 20 Agreement. You must identify which scheduled applies to your classification. There is no opportunity to select whatever schedule you or your supervisor prefer.

We are aware that some members have been told that they can keep a separate record of hours worked outside Time On Line (i.e. a "black book"). We instruct our members to cease this practice as soon as possible. Failure to do so exposes you to potential discipline from the Employer, may result in the loss of these "banked" hours without remuneration, and deprives you and other members of potential overtime opportunities.

We are also aware that there has been some confusion regarding the status of Carrier Safety Inspectors and Commercial Transport Enforcement Officers. To be clear, these members are covered under Table A.

Members who are specifically excluded from the Table A schedules include:

- Covered under Article 7.1(e): Lookout Persons
- Covered under Article 7.1(f): Inspectional Services

- Covered under Article 7.1(g): Divisional field crew
- Covered under Article 7.1(h): Conservation Officers
- Covered under Article 7.1(i): Senior Investigators and Technical Enforcement Officers engaged in scaling by mutual agreement
- Covered under Article 7.1(j): Geological Survey Branch temporary field staff
- Covered under Article 7.1(k): Heritage Research Officers engaged in areas of Public Programs, Research, and Collections at the Royal British Columbia Museum
- Covered under Article 7.1(l): Wildfire Management
- Covered under Article 7.1(m): Commercial Transport Inspectors "Portable", Area Vehicle Inspectors
- Covered under Article 7.1(n): Commercial Transport Inspectors at Inspection Stations
- Covered under Article 7.1(o): Flextime as mutually agreed and approved by Component 20 Executive

Table A

If you work under the schedules found at Table A, it is fairly easy to ensure that you are working the correct schedule. Under Table A, one of several enumerated schedules is selected as most appropriate.

As noted at Article 7.1(d), the selected work schedule shall normally consist of either four or five consecutive days of equal length in each week, totalling 35 hours worked in total.

However, there is an exception allowing that alternate shift patterns based on multiplying the patterns found at Table A may be used provided that the consecutive days worked does not exceed 14.

Additionally, Table A includes Seasonal Work Schedules which may be used for not more than six months during any given year.

Any hours worked beyond regularly scheduled daily hours are considered overtime.

The Union provides an ETO Schedule template document for those staff working a Table A schedule. This document should be forwarded to the Union and kept up to date. When the schedule changes from year to year the ETO Schedule should be completed each year.

Article 7.1(e): Lookout Persons

Lookout persons are generally to receive a period of employment of five months or longer. Lookout persons are supplied with free room and board when on the lookout and the Employer is required to provide relief personnel when the Lookout person has worked 21 consecutive days. This relief shall be for a minimum of three consecutive days.

If the member is brought out of the lookout before 21 days has expired, they receive days off on a *pro rata* basis.

If assigned other work, the Lookout person's schedule shall be seven hours a day, five days per week.

If this five month minimum period is not used, the member is guaranteed the equivalent of eight hours pay for each 24 hour period worked.

Article 7.1(f): Inspectional Services

Article 7.1(f) is the most difficult to understand clause in the Component 20 Agreement and has been the cause of interpretive disputes and grievances for decades. However, this long process of argument has clarified the Union interpretation of the language in this clause.

Despite this clarification, the Union is aware that Article 7.1(f) continues to be interpreted inconsistently both by the Employer and by the membership.

It is advised that the members covered by Article 7.1(f) apply the hours of work schedule as specified in the Component 20 Agreement and do not agree to any hours of work arrangements or options not provided for in the Article.

a) Members Covered

Employees covered by Article 7.1(f) are listed under subsection (1) of the Article. Members included in this list are covered only by Article 7.1(f) and may not enter into agreements to utilize other work schedules.

Forest District Engineering Staff, Park Assistants, and Senior Park Rangers are normally covered by an appropriate schedule under Table A. However, these members may elect to request of the Employer that they be covered by Article 7.1(f).

As discussed more fully below, Wildfire Management Branch staff are covered by Article 7.1(f) except when performing forest fire suppression duties.

b) Employee options

Members and the Employer do have some limited discretion to agree to the few options permitted under Article 7.1(f). Any agreement regarding hours of work under Article 7.1(f) should therefore be limited to these few options, which are as follows:

- The Employer may require that the member work for a core hour period of up to three hours between 8:00 am and 12:00 pm.
- Members must work either four or five consecutive work days and those days must be predetermined by mutual agreement.
- Lunch breaks shall be either 30 minutes or one hour. However, this does not preclude members taking longer breaks if necessary as part of their reasonable discretion, discussed more fully below.

c) No minimum hours

There are no minimum hours that a member covered under Article 7.1(f) must work unless the Employer has required core hours as defined above. Members have the flexibility to work less than seven hours in a particular day if they reasonably use their discretion.

d) Averaging periods

Most members covered under this Article must work 70 total regular hours every two weeks. Park Officers and Park Assistants have the added option of working 140 total regular hours every four weeks.

It is vitally important to note that all hours worked must be zeroed out in the defined averaging period. This Article does not permit banking of extra hours worked at straight time rates. You may not carry forward straight time hours worked into another averaging period.

This has become even more important with the introduction of Time On Line. You must enter your actual hours worked every day into Time On Line.

We are aware that some members have been told that they can keep a separate record of hours worked outside Time On Line (i.e. a "black book"). We instruct our members to cease this practice as soon as possible. Failure to do so exposes you to potential discipline from the Employer, may result in the loss of these "banked" hours without remuneration, and deprives you and other members of potential overtime opportunities.

e) Discretion and hours of operation

Specific start and end times are not required for work schedules under Article 7.1(f). However, members are required to work core hours if implemented by the Employer as well as within the general "hours of operation".

The term "hours of operation" does not have the same meaning as the regular hours a particular office is open. Arbitrator Black clarified this point in a 1981 decision, writing that "hours of operation must necessarily include all of the hours bracketed by the time that there are hours actually worked by any employee within a particular work unit. That is, the hours of operation must not be determined based solely upon an Employer's declaration of same but rather based on the actual realities of the workplace".

It continues to be the Union's interpretation of this language that members retain considerable discretion to determine their hours of work in a day provided they exercise their discretion for a work-related reason.

If a member exercises their discretion for purely personal reasons it is not a legitimate use of their discretion. However, it is not improper for a member to use their discretion for legitimate work-related reasons when there is a consequent benefit for their personal life.

The only other limit on the exercise of discretion is that the discretion must be exercised in a manner that ensures that the service to clients and functions of the work unit are maintained. Essentially, the discretion must be exercised in a reasonable and work-related manner and cannot interfere with legitimate work functions.

f) Daily hours of work

We are aware that often when a member is discussing their hours of work with the Employer under Article 7.1(f) the Employer will request that the member work a set number of hours when in the office. Typically, the Employer will request that the member work seven hours between 8:30 am and 4:30 pm.

Article 7.1(f)(2) is clear that the discretion for setting the daily hours of work rests with the member. The only restriction in this article is that the maximum regular daily hours of work are capped at ten. Hours beyond ten in a day are overtime.

Where there is an operational requirement to provide service at a given time, the Employer is entitled to set a maximum period of three hours as core hours between 8:00 am and 12:00 pm.

Where there is no specific operational requirement members are free to set their hours using their discretion. However, this discretion must be exercised in a manner consistent with the preamble language in Article 7.1(f)(1). In other words, members may use their judgment to vary their hours of work outside of set office hours for legitimate work-related reasons. This applies to office and field work.

Therefore, it is inappropriate for the Employer to restrict the hours worked in a day if doing so prevents an employee from exercising their discretion under Article 7.1(f). We discourage members working under Article 7.1(f) from agreeing to schedules that specify set daily hours to be worked or set daily starting and finishing times.

g) Banking hours

Members working under the Article 7.1(f) schedule are to receive overtime when they work more than ten hours in a day or when they exceed the total hours to be worked in a given averaging period (e.g. 70 hours in two weeks or 140 hours in four weeks).

In some workplaces members have engaged in the practice of voluntarily working more than the maximum hours in the day or averaging period and "banking" the excess hours as straight time to be taken off at a later date.

This practice is in violation of the Component 20 Agreement and the Master Agreement and allows the Employer to expand work hours without having to pay overtime.

Members are not to bank hours or work beyond the maximum hours required in a day or averaging period unless legitimate overtime is approved. Banking hours violates Article 7.1(f), may contribute to less overtime or a smaller workforce, and could potentially undermine the rights we have bargained.

h) Mutual agreement

It is important to note that both Component 20 Agreement Article 7.1(f) and Master Agreement Article 14.2 require the parties to seek mutual agreement when developing and changing annual work schedules.

The Component 20 Agreement is clear that the options under Article 7.1(f) shall be decided by mutual agreement. The Master Agreement further requires that mutual agreement must be sought when work schedules are to be changed and establishes a process when an agreement cannot be reached.

Members should be aware that the Employer cannot impose changes to the hours of work or the options under Article 7.1(f) without following the process to seek mutual agreement. The Union and the Employer have defined roles in the process and the process must be followed.

Article 7.1(g): Divisional field crew

This article applies only to any employee or group of employees from the Fisheries Research Section and the Victoria headquarters staff of the Fish and Wildlife Branch when those members are on assignment at a location where overnight accommodation is required for an expected or actual period of over 14 days.

Divisional field crews do have some discretion in scheduling the length of their workdays. While seven hours, exclusive of meal period, is the standard workday a crew may decide by majority decision to work up to 10 hours per day at straight time. Any time worked in excess of 10 hours per day is subject to the applicable overtime rate.

Crews may work up to a maximum of 10 days without a day of rest. Any time worked in excess of 10 days without a day of rest will be paid at double-time rates and members have the right to refuse the overtime pursuant to Article 16.9 of the Master Agreement.

The normal averaging period is 28 days with the regular hours set at 140. If a divisional field crew works for a period of less than 28 days the regular hours are prorated accordingly.

Members receive eight days of rest for every 28 days worked. These days are to be recorded and banked, with any days used in the averaging period deducted from the bank. Days may be carried forward to the non-season part of the annual schedule. All rest days are considered to be seven hour days.

It is understood under this article that members may accumulate excess hours worked in the averaging period. Unlike Article 7.1(f), excess time under Article 7.1(g) is banked and is taken as time off at straight time rates for regular employees. Auxiliary employees are entitled to have their excess time paid out in cash.

If a members takes more than the eight days of rest for every 28 days worked discussed above, these days of rest can be deducted from the member's banked time by mutual agreement between the member and their supervisor.

The banked excess time is scheduled by mutual agreement at the local level. This may be done on a crew basis for a mid-season or project break and any unused days are carried over to the non-seasonal part of the annual schedule.

Article 7.1(h): Conservation Officers

Conservation Officers have a great deal of discretion in setting their work schedules.

The restrictions found in Article 7.1(h) are only that the daily hours of work shall be seven and members are to work five days per week with two consecutive days of rest. Members are entitled to determine their daily starting and stopping times and which days of the week they wish to work, subject to operational requirements.

Any time worked in excess of seven hours per day or on a scheduled day of rest is considered overtime and should be compensated at the applicable overtime rates.

Members may gain discretion under Article 7.1(h)(3), which provides that members may request to work, with the mutual agreement of the Employer, a two week 70 hour or four week 140 hour averaging period schedule. Doing so removes the requirement to limit work hours to seven hours per day.

A member working on an averaging period schedule is entitled to overtime if working more than 10 hours per day or in excess of the maximum hours worked in an averaging period. No time is to be banked for later use.

Members using averaging periods must schedule four days off during each 14 day period. This is to be done prior to each averaging period in consultation with the member's supervisor. The only restriction is that the days of rest are to "reflect the nature of work assignments in that cycle".

If you work on a scheduled day of rest, you are entitled to the applicable overtime rate.

Members are required to keep an record of actual daily hours worked and submit that record to their supervisor at the end of each work cycle.

Article 7.1(i): Senior Investigators and Technical Enforcement Officers engaged in scaling by mutual agreement

This clause applies primarily to Senior Investigators but may also apply to Technical Enforcement Officers engaged in scaling by mutual agreement with the Employer.

The work schedules under this clause operate on the basis of a 14 day cycle with 70 hours worked within that cycle.

Daily hours of work for members under this clause are normally set at seven hours exclusive of meal periods. However, members may work up to 10 hours per day at their discretion.

Hours worked beyond 10 in a working day or 70 in the 14 day cycle are to be paid as overtime.

Excess hours are to be taken as ETO within the 14 day work cycle that they are earned.

Members are to work up to 10 days within each 14 day cycle with four days of rest scheduled by the member in consultation with their supervisor. The days of rest are to "reflect the nature of work assignments in that cycle".

Time worked on a scheduled day of rest or while on scheduled ETO are to be paid as overtime.

Members are to maintain a record of actual time worked and submit it to their supervisor at the end of each cycle.

Article 7.1(j): Geological Survey Branch temporary field staff

Members working under this clause generally work the schedule set out as shift schedule number three from the seasonal period portion of Table A, which provides for eight hour days, with a shift pattern of five days on, two days off.

However, this clause does make significant alterations to that schedule.

A 14 day cycle is established under this clause, and members may work up to 10 days per cycle with four days of rest scheduled by the member in consultation with their supervisor. The days off "shall reflect the nature of the work assignment within the particular cycle".

Up to 10 hours per day may be worked with surplus time to be taken as ETO within the cycle that it is earned. The maximum regular hours worked within a cycle is 80.

Members set their own daily hours of work, working days, and starting and finishing times in consultation with their supervisor.

Hours worked beyond 10 in a working day or 80 in the 14 day cycle are to be paid as overtime. Time worked on a scheduled day of rest or while on scheduled ETO are to be paid as overtime.

Article 7.1(k): Heritage Research Officers engaged in areas of Public Programs, Research, and Collections at the Royal British Columbia Museum

Work schedules under this article consist of either four or five consecutive working days per week with the total hours worked per two week period set at 70. Working days are decided by mutual agreement while the hours worked per day are at the discretion of the member with a maximum of 10 hours.

The Employer is entitled to set a three hour core working period between 9:30 am and 12:30 pm if there is a specific operational requirement and this three hour period is consistent in the annual schedule. Otherwise, the discretion of the members is restricted only in that the service to clients must be maintained.

Time worked in excess of 10 hours per day or 70 hours in a two week period is to be paid at overtime rates.

Members are to maintain a record of actual time worked and submit it to their supervisor at the end of each cycle.

During seasonal periods, members covered by this clause who are required to perform field work may by prior mutual agreement select a schedule drawn from Table A. This can incorporate patterns using multiples of the patterns set in Table A provided that the daily hours of work does not exceed 10 and the number of consecutive days worked does not exceed 14.

Arrangements concerning ETO while doing field work during seasonal periods are also to be by prior mutual agreement.

Article 7.1(l): Wildfire Management

Generally, hours of work for Wildfire Management members are governed by Article 7.1(f).

The remainder of this comment deals only with the situation when members are involved in forest fire suppression duties.

Members on the Standby Duty Roster are to receive overtime after seven hours per day, but otherwise function on a 70 hour two week averaging period.

Members not on the Standby Duty Roster still operate under Article 7.1(f) when performing solely non-firefighting related duties.

When a member is not on the Standby Duty Roster and is performing solely forest firefighting duties, overtime will apply after seven hours worked.

When a member is not on the Standby Duty Roster and is performing both non-firefighting and firefighting duties, overtime commences if the member is performing firefighting duties at any point beyond seven hours in a day. If the member is performing non-firefighting duties, overtime will only commence after 10 hours as per Article 7.1(f).

Article 7.1(m): Commercial Transport Inspectors "Portable" and Area Vehicle Inspectors

Members working under this clause may be given the authority to work a flexible work schedule by mutual agreement at the local level. It is important to note that Commercial Transport Enforcement Officers are covered under Table A, not under this article.

The averaging period under this clause is 70 hours per two week period. Work days and rest days shall be by mutual agreement.

Hours worked per day are flexible provided that mutual agreement is reached. Overtime is to be paid for any hours worked beyond 10 per day or beyond 70 in a two week period.

When members work dependently, any agreement reached regarding work days, rest days, and hours per day shall apply to all the dependent members.

Article 7.1(n): Commercial Transport Inspectors at Inspection Stations

Work schedules are set by mutual agreement at the local level selecting from a range of shift pattern ratios. The parties may use the ratios, multiples of the ratios, or a recurring combination of the ratios.

The ratios that may be selected from (work days : days of rest) are as follows:

- 1:1, 2:1, 3:1, 3:2, 3:4, 4:1, 4:3, 5:2, 5:3, 6:1, 7:2, 7:3, 7:4, 7:5

Daily hours of work are set between seven and 12 hours.

Members who are required to eat their meals at their place of work and who are subject to work-related interruption during this period are entitled to have their meal period scheduled with pay during the work day.

Article 7.1(o): Flextime

This clause provides for the introduction of a "true" flextime schedule by mutual agreement at the local level and **subject to approval by the Component 20 Executive**.

There are very few limitations on the discretion of members to set work schedules under this clause.

It is the Union's position that the only limits are that daily hours shall not exceed 10 and that regular hours worked shall not exceed 70 in a 14 day averaging period or 140 in a 28 day averaging period.

Aside from these limitations, members may freely set their hours of work, days of work and rest, and starting and finishing times.

Members may, by mutual agreement, work a seasonal flextime schedule. Under this arrangement, members may "bank" surplus hours worked during a seasonal period (up to the number of hours in the

averaging period) to be taken off during a non-seasonal period. The scheduling of these surplus hours is by mutual agreement.