

**GLP MASTER AGREEMENT (UNSIGNED AND UNDATED
COPY) BETWEEN BRITISH COLUMBIA GOVERNMENT
PROFESSIONAL EMPLOYEES UNION**

AND

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**

1974

"PREAMBLE"

All professional employees are bound by their professional ethics to be loyal to their employer and to act in the public interest. It is, therefore, recognized that there is mutuality of interest between the Government and the professional employees within this bargaining unit in the effective development and implementation of the employer's programmes and policies.

It is stressed that the spirit and intent of this collective agreement is to provide a mutually respectful and beneficial relationship between the parties, within which the professional employee will be able, with confidence, to develop and apply his professional knowledge and expertise to the best of his ability.

It is agreed that where this collective agreement is not specific or where any ambiguity or omission exists, then every effort will be made by both parties to find a solution within the spirit and intent stated above.

This collective agreement made and entered into

this day of 1974 between

THE BRITISH COLUMBIA GOVERNMENT PROFESSIONAL EMPLOYEES
ASSOCIATION

and

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA.

ARTICLE 1 - PURPOSE:

1.1 - The purpose of this agreement is:

- a) to establish and maintain an harmonious and mutually beneficial relationship between the Association, its members, and the Government; and
- b) to set forth the terms and conditions of employment between the Government and its professional employees; and
- c) to advance professional standards among the professional employees of the Government; all with a view
- d) to improve, on a continuing basis, the professional services provided by the Government to the people of British Columbia.

ARTICLE 2 - BARGAINING UNIT:

2.1 The bargaining unit consists of all those employees whose positions or classifications are included in the definition of the professional employee's bargaining unit as set out in Sections 1 & 4 of the Public Service Labour Relations Act as proclaimed in November, 1973.

- 1.(i) "employee" means a member of the Public Service, as the expression "Public Service" is defined in the Public Service Act, or a person employed by, or holding office at the pleasure of, the Crown, but does not include
 - i) a deputy minister, associate deputy minister, or assistant deputy minister;
 - ii) a person qualified under the Legal Professions Act, or an enrolled student under such Act, who was engaged and working in the practice of such profession;
 - iii) a registrar, district registrar, deputy registrar, or assistant deputy registrar of a registry of any court;
 - iv) a sheriff, deputy sheriff, or sheriff's officer;
 - v) the chief official court reporter and deputy chief official court reporters;
 - vi) a person employed as a personnel officer;
 - vii) a person employed as a mediation officer under this Act or the Labour Code of British Columbia Act;

....

ARTICLE 2 - BARGAINING UNIT CONTINUED:

- viii) a person employed for less than sixty days;
- ix) a person whose compensation for the performance of the regular duties of his position or office consists of fees of office, or is related to the revenue of the office in which he is employed;
and
- x) a person employed by, or in the service of,
 - (A) a Crown Corporation;
or
 - (B) the Queen's Printer under the Public Printing Act, other than clerical or administrative employees;
or
 - (C) the British Columbia Energy Commission under the Energy Act;
or
 - (D) the Insurance Corporation of British Columbia under the Insurance Corporation of British Columbia Act;
or
 - (E) the British Columbia Development Corporation under the Development Corporation of British Columbia Act;
- xi) a chief court administrator or regional court administrator

ARTICLE 2 - BARGAINING UNIT CONTINUED:

- 4.(b) A licensed professional bargaining unit including all employees in a professional classification in the Public Service classification structure who are members of an association that has statutory authority to license a person to practice that profession, other than those persons described in clause (a) :

(Ed. note: clause (a) describes a bargaining unit consisting of registered nurses and registered psychiatric nurses.)

ARTICLE 2 - BARGAINING UNIT CONTINUED:

2.2 It is understood and agreed that the matter of the inclusion in or the exclusion from the bargaining unit of any classification or position, or group of classifications or positions, including questions involving the Public Service Classification of any position or classification, or of professional membership or status, are matters subject to negotiation and/or grievance procedure and arbitration.

ARTICLE 2 - BARGAINING UNIT CONTINUED:

2.3 For the purpose of negotiating subsidiary agreements for each occupational group, as required by Section 11, 1(b) and 11.2 of the Public Service Labour Relations Act:

"11.(1) There shall be two collective agreements applying to each bargaining unit as follows:

(a)

(b) A subsidiary agreement for each occupational group, including the terms and conditions of employment that apply only to employees in a specific occupational group in the bargaining unit.

(2) Specific occupational groups under clause (b) of subsection (1) shall be determined by negotiation between the parties."

ARTICLE 2 - BARGAINING UNIT CONTINUED:

2.3 (Continued)...

It is agreed that each occupational group shall negotiate its subsidiary agreement with the assistance of the Association, either alone or in conjunction with other occupational groups, as may be decided by the members of each occupational group.

ARTICLE 2 - BARGAINING UNIT CONTINUED:

2.4 Part time professional employees shall be included
in the bargaining unit.

ARTICLE 2 - BARGAINING UNIT CONTINUED:

- 2.5 Probationary professional employees shall be included in the bargaining unit.

ARTICLE 2 - BARGAINING UNIT CONTINUED:

- 2.6 Temporary professional employees shall be included in the bargaining unit. No temporary professional employee may be hired for or work longer than a period of one hundred and twenty (120) calendar days, nor may any temporary professional employee be re-hired as a temporary professional employee within seven (7) months of a previous period of employment as a temporary professional employee.

ARTICLE 2 - BARGAINING UNIT CONTINUED:

- 2.7 No work requiring the services of a professional employee as defined herein shall be contracted out, by tender or otherwise, if it can be performed with reasonable expedition by professional employees within the bargaining unit.

ARTICLE #3 - PROFESSIONAL STANDARDS:

- 3.1 The Government recognizes and agrees that professional employees are ethically bound to provide their professional services in the best public interest, and the Government, therefore, agrees to minimize administrative interference with the professional employee in the fulfillment of his professional responsibilities, consistent with work assignments and regulations established by this agreement.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

- 3.2 When the management of the department or section with professional employees is vested in a non-professional employee, it is understood and agreed that managerial authority will in no way be construed to limit or direct the professional course of action by the professional employee in the completion of his work assignments.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

- 3.3 The professional employee shall have the sole right and final responsibility to decide the professional course of action in all matters relating to maintenance of professional standards, ethics or competence in his work assignments.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

- 3.4 No professional employee shall be required to perform any duty or function which in any way would, in the professional employee's judgement, place the professional employee in violation of the code of ethics or professional standards of conduct of his professional licensing body.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

3.5 No professional employee shall be required to perform any duties which in any way conflict with the professional employee's concept of his professional responsibilities, nor shall he be barred from performing any duties which he considers necessary to his concept of his professional responsibility, consistent with his professional qualifications and job responsibility.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

- 3.6 The professional employee shall have, in the proper conduct and completion of his assigned work responsibilities, the sole right and responsibility to decide on the professional course of action to be taken by him.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

- 3.7 To this end, the Government agrees to the establishment of a joint committee of Government and Association representatives, to be convened at the request of either party to determine by majority decision or to refer to arbitration those matters in which professional employees and their representatives shall have right of information, right of consultation, and right of decision. The judgement of the committee shall be by majority or shall be referred to arbitration.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

3.8 The joint committee referred to in Article 3.7 shall consist of five representatives of the Government and five representatives of the Association, together with a chairman to be mutually selected.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

- 3.9 The Government and the Association acknowledge the mutual benefit to be derived from joint consultation, and its value in maintaining and improving service to the public by professional employees of the Government; and agree, therefore, to consult on all matters of common interest, as appropriate, when requested by either party.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

- 3.10 The Government agrees to encourage and foster policies which will encourage and facilitate effective work relationships between the Government and its professional employees, effective dissemination of information, and recognition of the right to consultation and concurrence in those matters where decisions involve the performance of professional employees' work responsibilities.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

3.11 In all matters resulting from the administration, management procedures or working conditions which affect the duties or ability to carry out professional responsibility by a professional employee, the professional employee shall be consulted by his supervisor, with the right to institute referral to the committee referred to in Article 3.7 on matters that cannot otherwise be reconciled.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

3.12 The Government shall keep informed each professional employee on all matters of Government policy relating to the responsibilities of his department and/or his professional duties.

ARTICLE 3 - PROFESSIONAL STANDARDS:

3.13 The Government shall not set or endeavour to enforce any work standards or responsibilities which conflict with those set out in the appropriate professional licensing body's code of ethics, standards of conduct, and/or by-laws.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

3.14 Every professional employee shall perform his duties in accordance with the standards of conduct, code of ethics and by-laws established by his appropriate professional licensing body.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

3.15 The Government agrees that a professional employee cannot be directed to do work normally done by other employees, except for emergency services agreed to in advance by the Government and the Association occurring in the event of a strike, lock-out or other cessation of service.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

3.16 The Association recognizes that the duties of most professional employees contain a management component. The Association states unequivocally that a professional employee's first loyalties must lie with his standards of professional conduct, which include his responsibilities to his employer, the Government. In any possible conflict of interest, therefore, between the Association and the Government, the professional employee's first responsibility in such instance is to the Government.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

3.17 Nothing in this agreement shall be construed to limit or direct a professional course of action determined to be necessary by an individual professional employee in the performance of his professional duties in the event of withdrawal of other employee services for whatever reason.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

3.18 Each individual professional employee shall be free to limit or extend his activities with respect to non-professional work or services, in accordance with his professional judgement as to the necessary course of action in the event of the withdrawal of other employees' services. In such event, the professional employee will not be subject to discipline by either party to this agreement for any action based on his professional judgement as being either necessary or unnecessary to fulfill his professional responsibility.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

3.20 The Government will adhere to the qualifications established by the appropriate professional licensing body in the recruitment, appointment, retention, and promotion of professional employees.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

3.21 The Government agrees that the responsibility for judging alleged violations of professional standards of conduct or competence shall rest with the appropriate professional licensing body; and the Government further agrees that all alleged violations of this nature will be referred to the appropriate professional licensing body for adjudication and recommendation, and further agrees that no professional employee will be disciplined, dismissed or terminated for any cause involving professional conduct without the prior adjudication and concurrence of the appropriate professional licensing body.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

3.22 The Government will permit the professional employee time-off with no loss of pay and with expenses and no loss of other service related benefits, to write any examination leading to a degree, certification, professional registration or specialized license required in the performance of his professional responsibilities, or to improve his qualifications, or are as required for promotional consideration.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

3.23 Any professional employee who attends a conference or convention at the request of the Government shall be deemed to be on duty, and shall be paid full travel expense, cost reimbursement and all employee protection and benefit entitlement, as agreed to in this collective agreement.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

3.24 Any professional employee who is invited to participate in a conference or convention in an official capacity, or to give a course related to his professional employment, and does so with the approval of the Government shall be deemed to be on duty and shall be paid full travel expense and shall receive all professional employee protection and benefit entitlement together with reimbursement of all fees, dues and other costs associated with such participation.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

3.25 Every professional employee is free to belong to and to participate in the activities of any association, society, organization, political party, club or group without censure or disciplinary action by the Government, subject only to the limitation that such membership and activity shall not interfere with the performance of the professional employee's responsibilities and duties.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

- 3.26 When the use of a professional seal with signature on any document issued by the Government is required, either by the Government or by the standards established by the professional employee's licensing body, or by the Association, the Government will not permit the issuance of any documents without the required professional seal as determined by the standards noted above.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

3.27 Any technological improvement or invention developed by a professional employee in his professional field and within his current duties will vest patent rights with the professional employee, subject only to automatic use by the Government without payment of royalties.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

3.28 Any technological improvement or invention developed by a professional employee on his own time and outside his professional field will vest full patent rights with the professional employee, with the Government having no vested interest or right of usage, except as may be agreed to by the professional employee.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED

3.29 The Government agrees to provide each professional employee with ready access to such publications, reports, and documents as may be considered necessary by the professional employee for the effective performance of his professional duties.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

3.30 The Government agrees that original articles and technical papers prepared by a professional employee within the scope of his employment will be retained in appropriate departmental files for the normal life of such document.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

3.31 The Government agrees not to withhold permission unreasonably for the publication of articles and technical papers in professional media; and recognition of authorship will be given in departmental publications where practicable.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

3.32 The Government agrees that any professional employee may prepare articles and technical papers on his own time and publish these without censure or disciplinary action, provided only that such publication shall not conflict or interfere with the professional responsibility of the professional employee in the performance of his duties for the Government.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

- 3.33 The Government will provide and maintain facilities, equipment, and services sufficient in quantity and quality to permit the professional employee to carry out his responsibilities in an efficient manner.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

3.34 The standards of facilities, services and support staff will be those determined as appropriate by a panel of professional peers, appointed by the Association. In no case will standards be lower than the minimum specified or set out under regulations by the appropriate regulatory agencies.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

3.35 Professional employees will be provided with sufficient clerical and technical support staff as shall best permit them to carry out their professional responsibilities most efficiently and to minimize their involvement in non-professional work, in the interest of providing better and fuller professional services to the public.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

3.36 Professional employees will be provided with office facilities where appropriate, which will provide the necessary privacy, separation from the activities of clerical and technical support staff as to enable the professional employee to efficiently and in confidence carry on his professional responsibilities to the Government and the public.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

3.37 Membership or registration fees in learned societies or associations other than those granted statutory authority which are a requirement for the continuation of professional employment with the Government, or which are desirable for the performance of the duties of the professional employee's position, shall be paid by the Government upon submission of receipt of payment by the professional employee.

ATTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

3.38 The Government agrees to exempt and save harmless any professional employee from liability action arising from the performance of his duties, professional or otherwise, for the Government; and the Government further agrees to pay all costs, legal fees and other expenses arising from any such action.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

3.39 Any professional employee selected or approved for development training will receive full compensation and the increments to which he is entitled, together with all additional expenses and reimbursement of costs.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

3.40 Government-sponsored professional training, development or upgrading courses, seminars or other programmes will be made available to all eligible professional employees. Professional employees will be encouraged to take such courses as will improve their qualifications, skills and service to the public, with full salary and all necessary expense and course cost reimbursed.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

3.41 Professional training programmes necessary to attain the desired upgrading, qualifications and development of the professional employee will be established in consultation and with the agreement of the Government and the Association or subsidiary group, with review by both parties to determine where training programmes may be inadequate, inappropriate or absent.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

3,42 Any professional employee may apply at any time for professional development training leave. The Government may select any professional employee at any time for such development training subject only to the personal convenience of the professional employee concerned.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

3.43 It shall be a condition of continued professional employment that holders of baccalaureate or higher academic degree in the professional classification must apply for enrollment in their appropriate professional licensing body by the one hundred and twentieth (120) calendar day of continuous service.

ARTICLE 3 - PROFESSIONAL STANDARDS CONTINUED:

- 3.44 Whenever a professional employee requests a review of the job requirements of another employee supervised by him, the results of such review shall be made public within five (5) months of the date of such request.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION:

- 4.1 The Government recognizes the Association as the sole collective bargaining agent for all professional employees as defined in Article 2.1. No agreement with any individual professional employee or other organization shall supersede or contravene the terms of this collective agreement; and there shall be no individual negotiations between the professional employee or group of professional employees and the Government without prior approval by the Association.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

- 4.2 The Government will recognize the following designated officials of the Association for purposes of formal relations between the Government and the Association: a seven member executive; fourteen professional representatives; twenty-five locational representatives; and such staff or counsel as the Association may see fit to retain.

The Association shall be responsible for notifying the Government of the geographical jurisdictions of the locational representatives. It is understood and agreed that the members of the executive and the fourteen professional representatives have jurisdiction throughout the bargaining unit as defined in Article 2.1

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

- 4.3 The Government shall grant time off without loss of pay or other benefits to any of the designated Association personnel listed in Article 4.2 above for purposes of administration of the affairs of the Association and of the terms of this collective agreement; for the processing of grievances, including those which may proceed to arbitration; for service on joint committees enumerated in this collective agreement; and as witnesses at proceedings requiring their attendance.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

- 4.4 In addition, the Government shall grant time off without loss of pay or other benefit to a negotiating committee, made up of members of the Association, to be appointed by the Association to represent the Association in negotiations for modification, renewal or replacement of this collective agreement.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

- 4.5 In general, any professional employee may, at his option, seek to settle informally with his immediate supervisor any grievance which may arise, either with or without his professional or locational representatives in attendance. Such informal settlements shall not be used as precedents by the Government.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION:

- 4.6 Otherwise, grievances shall be reduced to writing and shall, in general, be submitted at that stage of the grievance procedure as outlined below where settlement might first reasonably be expected. A copy of each written grievance shall be submitted to the office of the Association. As a matter of routine, copies of grievance decisions involving the Government and other collective bargaining agents shall be filed with the Association.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

4.7 Without limiting the generality of Article 4.6, grievances may be submitted at any one of three steps: to the immediate supervisor; to the Deputy Minister involved; or to the Public Service Commission.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

- 4.8 In the event that a written grievance is submitted to the immediate supervisor, the immediate supervisor shall render a reply in writing within three working days, to the professional employee, with copies to his locational or professional representative, as the case may be, and to the office of the Association.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

- 4.9 Failing satisfactory resolution of the grievance by the immediate supervisor, the matter may then be referred by the Association to the Deputy Minister who shall have fourteen (14) days in which to render written reply to the office of the Association.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

4.10 Failing satisfactory settlement of the grievance by the Deputy Minister, the Association may refer the matter to the Public Service Commission, which in turn will have fourteen (14) days to render a decision in writing to the office of the Association.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

4.11 In the case of decisions which must be forwarded by mail, the date of posting as indicated by the post mark shall constitute the date of reply for the purpose of this Article 4.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

- 4.12 The Association agrees to notify the appropriate level of administration immediately upon the abandonment of any grievance in process.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

4.13 Failing satisfactory resolution of the grievance by the Public Service Commission, the Association shall have thirty days from the date of reply, or date of failure to reply, as the case may be, to decide whether to proceed with the matter to arbitration. Should the matter be advanced to arbitration, the matter shall be heard within fifteen days or such further time as the parties may agree by a single arbitrator who shall be

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

4.14 If the arbitrator named in Article 4.13 is not available to hear the matter within fifteen days or such further time as the parties may agree, the parties shall then select from among the following three persons: _____, _____, _____; that person soonest available to hear the matter to act as arbitrator in it. All expenses in connection with the arbitrator shall be shared equally by the Government and the Association; but where the matter under arbitration is the interpretation, administration, or application of any statute or regulation, all costs in connection therewith shall be borne by the Government. In all cases, the decision of the arbitrator shall be final and binding upon all parties.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

4.15 The Government shall pay travel expense and reimbursement of other costs for the attendance of the grievor, a professional or locational representative and/or witnesses from points outside of Victoria, who are, in the opinion of either the Association or the Government, required.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

- 4.16 The Association shall be free to process any grievance with or without the consent or attendance of the professional employee or professional employees concerned.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

- 4.17 Any grievance involving a suspension or dismissal for disciplinary reasons shall be initiated at the Deputy Minister level. Any grievances relating to alleged improper termination of employment shall be initiated at the Public Service Commission level.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

4.18 Where termination or dismissal of a professional employee is for cause, other than professional conduct (which is dealt with in Article 3), no such professional employee may be dismissed except by the following procedure: if, in the opinion of the appropriate Deputy Minister the offence appears to be serious enough to warrant dismissal, the professional employee shall be suspended and the Association shall be notified immediately of the suspension and of the reason for such action. The matter shall be dealt with as a grievance commencing at the Public Service Commission level as set out in Article 4.17

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

4.19 Any professional employee who is being considered for disciplinary action, suspension or termination of employment for unsatisfactory service shall be given due notice in writing and adequate opportunity to correct any alleged unsatisfactory performance or conduct. A copy of each such written notice shall be forwarded to the Association.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

4.20 Any professional employee who is placed on suspension pending the outcome of grievance or hearing procedures shall remain on full salary, with all benefits maintained until a final judgement is rendered. If the disciplinary action, suspension or termination is negated or modified by the final judgement, the professional employee will be reinstated in full with salary, service time, merit increase and other benefits adjusted accordingly to correspond with the negation or revision of the disciplinary action.

ARTICLE 4- RECOGNITION OF THE ASSOCIATION CONTINUED:

4.21 In all grievance matters generally, and in particular, in cases involving disciplinary action against any professional employee or employees, principles of common law will be observed: to wit, that the burden of proof lies with the accuser; that persons are deemed innocent until proven guilty; that no evidence shall be introduced against the accused without prior examination by the accused.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

4.22 The Association recognizes that occasions may arise when one professional employee may lodge a grievance against another. If the grievance arises as a result of the exercise of managerial or supervisory authority by any professional employee party to the grievance, the Association recognizes that the first responsibility of such professional employee is **to his** responsibilities to the Government; and will not attempt in any way to influence such professional employee to act otherwise.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

4.23 Any claim by a professional employee or by a group of professional employees or by the Association that the professional employee or professional employees have been disciplined in an arbitrary or unjust manner, shall be dealt with initially at the Deputy Minister level. Claims involving questions of professional competence, conduct or ethics shall be dealt with as outlined in Article 3. The justice or injustice of any disciplinary action shall be a matter for final decision by the arbitrator named in Article 4.13 or Article 4.14 who shall have authority to vary the penalty imposed, or to order it removed absolutely with full compensation.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

4.24 This collective agreement supersedes and replaces the existing Personnel Manual of the Public Service Commission.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

4.25 No member of the Association will be penalized by the Government for refusing to cross a picket line. All such decisions made by a professional employee shall be matters of individual conscience.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

4.26 All pre-existing conditions and departmental procedures not otherwise varied by this agreement shall remain in full force and effect, and may not be changed by the Government without prior approval of the Association. Similarly, no new condition of employment or procedural matter affecting professional employees may be instituted by the Government without the prior consent of the Association.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

4.27 The Government agrees to provide and to pay the cost of copies of the collective agreement as printed upon the conclusion of negotiations for this agreement, at a printer to be selected by the Association, in such quantity as to provide one copy of the agreement to each professional employee, and to supply the Association with an additional five hundred (500) copies of the collective agreement which shall be understood to include all appendices etc. The Government further agrees to provide each new professional employee with a copy of the collective agreement at his date of hire.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

4.28 The Government agrees to require each professional employee engaged after the date of signing of this collective agreement to make out, at date of hire, an application for membership in the Association; and further, to forward all such applications promptly to the Association.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

4.29 The Government further agrees to provide bulletin boards for exclusive use of the Association at all major locations where professional employees are actively employed. The Government further agrees to grant uncensored access to the pages of "Contact" and any other Government periodical directed to professional employees, for communication between the Association and its members.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

4.30 In accordance with the provisions of Article 11(1)(b) of the Public Service Labour Relations Act, the subsidiary occupational agreements referred thereto shall be attached to and form part of this agreement. Terms of this master collective agreement will prevail, except where specifically varied by the terms of a subsidiary occupational agreement. Subsidiary occupational agreements must be validated with the signatures of the President and Secretary of the Association.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

4.31 Each professional employee and, with his prior written consent, his locational or professional representative, or a member of the Executive, shall have access at all times to his appraisal record or other form of confidential report maintained by the Government. Furthermore, each professional employee shall be advised by his immediate supervisor at the time of any additions or new notations to any such record. The Government further agrees that it will not use in any grievance procedure, arbitration hearing or other consideration involving disciplinary suspension or termination, any record the existence of which was not made known to the professional employee or professional employees concerned and the Association.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

4.32 Any appraisal or analysis of any professional employee made by any person not a licensed professional employee's profession, which may be included in any record maintained by the Government, shall contain no reference to the professional employee's professional capabilities or competence.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

- 4.33 The professional employee must sign any document relating to his personnel appraisal or analysis which is intended to be included in any record maintained by the Government; but only to confirm that the contents have been read and understood by him. Agreement with the content of the document shall not be construed from the signature of the professional employee. The professional employee further has the right to object in writing to such appraisal or analysis, and such objection must be attached to, and become part of, that appraisal or analysis. The absence of a professional employee's signature shall bar the introduction of any subsequent hearing or grievance involving the professional employee.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

4.34 The personnel records or analysis of any professional employee may not be revealed to anyone, except as authorized by Article 4.31, without the express consent of the professional employee concerned. Letters of reference, referral or approval to anyone may be issued by the Government only with the prior written consent of the professional employee concerned and may contain only such information as that professional employee approves.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

4.35 No professional employee appraisal or analysis form will be used by the Government without prior agreement with the Association as to its design and application.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

4.36 The Government agrees, in accordance with the terms of the Public Service Labour Relations Act, to deduct once monthly from the salary of each professional employee, membership dues in the Association in the amount specified by the Association, and to forward to the Association the total amount of such dues or fees collected together with the lists of those professional employees for whom deductions were made in the month concerned, together with a supplementary list of those professional employees within the bargaining unit for whom a deduction was not made, and in the case of the latter, the reasons therefore. The Government further agrees to furnish the Association once quarterly with a list of all professional employees within the bargaining unit who have been hired, terminated, placed on suspension or granted leave of absence without pay during the three months immediately preceding.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

4.37 Full or part-time paid officials of the Association who are not professional employees within the Government service, or who are professional employees on leave of absence to act as paid officials of the Association, shall be granted access to Government premises at all reasonable times to investigate grievances or other matters affecting relations between the Government and the Association and to consult with members and representatives of the Association and to investigate conditions of employment.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

4.38 The Government shall make available to the Association, upon request, any information relating to salary classifications, ranges and actual salaries paid or any other data having to do with terms and conditions of employment of professional employees.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

4.39 The Government will furnish to the Association all job postings within the Public Service, as they arise, and prompt notification of all promotions, demotions, transfers and terminations affecting professional employees.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

4.40 A designated representative of the Association shall sit with voice, but no vote on all Selection Panels constituted to consider appointments which may affect professional employees. All members of Selection Panels shall complete their rating sheets at the time of the interview, and the Association shall have access to these rating sheets upon request.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

4.41 The Government agrees that there shall be no discrimination against any professional employee for activities on behalf of the Association. Upon submission of proof by the Association that such discrimination or intimidation has taken place, the supervisory personnel concerned shall be appropriately disciplined.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

4.42 It is understood and agreed between the Government and the Association that the inclusion or exclusion of any professional or group of professional employees in or from the bargaining unit, including questions involving the Public Service Classification, or of membership in a professional association, or status, are matters subject to negotiation or, as appropriate, to grievance procedure and arbitration.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION CONTINUED:

4.43 Any professional employee who is temporarily filling an out-of-bargaining unit position shall continue to have membership fees or dues deducted from his salary and shall receive full representation and protection afforded by this agreement and the Association.

ARTICLE 5 - SALARIES, CLASSIFICATIONS & SALARY SCHEDULES:

- 5.1 Individual salary schedules are included in the subsidiary agreements, and form part of this agreement.

ARTICLE 5 -

SALARIES, CLASSIFICATIONS & SALARY SCHEDULES CONTINUED:

5.2 The Government will adjust all monthly salary schedules and monthly salaries paid to conform to changes in the Consumer Price Index. These adjustments shall be computed and made effective on the first days of February, May, August, and November, to reflect changes in the Consumer Price Index for Vancouver as of the first days of January, April, June and September. Monthly salary schedules and monthly salaries paid shall be increased or decreased by the same percentage as the Consumer Price Index changes in the corresponding foregoing quarter, rounded to the nearest dollar. This provision shall become effective three months after the establishment of the individual salary schedules referred to in Article 5.1, and shall not effect interim salary adjustments.

ARTICLE 5 -

SALARIES, CLASSIFICATIONS & SALARY SCHEDULES CONTINUED:

- 5.3 The Government recognizes the principle of equal pay for equal work and will apply this principle in all situations affecting professional employees. This provision shall not apply to limit professional salaries in those positions occupied by professional and other employees.

ARTICLE 5 -

SALARIES, CLASSIFICATIONS & SALARY SCHEDULES CONTINUED:

- 5.4 Salaries shall be computed on a monthly basis, but shall be paid semi-monthly. A monthly statement shall be given to the professional employee at the end of the month showing his period worked, salary earned, all deductions therefrom and for what purpose. Upon request, the Government shall deposit salary cheques in the bank of the professional employee's choice.

ARTICLE 5 -

SALARIES, CLASSIFICATIONS & SALARY SCHEDULES CONTINUED:

- 5.5 Part-time professional employees shall also be paid semi-monthly at the rate of pay for the classification, but in proportion to the hours worked by the professional employee as a proportion of the total hours worked by similar full-time professional employees in the same classification.

ARTICLE 5 -

SALARIES, CLASSIFICATIONS & SALARY SCHEDULES CONTINUED:

- 5.6 When a professional employee obtains a position by promotion or classification transfer to a position of higher classification, the professional employee will receive the appropriate rate of pay for the position, if a single salary; or, in the case of positions with a salary range, will receive either two steps above his former salary or the minimum of the new range, whichever is greater. The new salary will become effective at the time of appointment or upon the assumption of new duties, whichever is the earlier date.

ARTICLE 5 -

SALARIES, CLASSIFICATIONS & SALARY SCHEDULES CONTINUED:

- 5.7 If the Government demotes a professional employee to a lower-rated job, the professional employee shall suffer no loss of pay. If a professional employee requests the transfer to a lower-paid classification for reasons of health, he shall suffer a reduction in his former rate of pay of no more than five percent (5%). If a professional employee requests a demotion to a lower-paid classification for reasons other than health, he shall receive the top rate of the range for the lower classification.

ARTICLE 5 -

SALARIES, CLASSIFICATIONS & SALARY SCHEDULES CONTINUED:

- 5.8 New schedules or rates of pay for existing classifications will be negotiated for each occupational group in the subsidiary agreements. Upon completion of negotiations for this first collective agreement, the Association will undertake a complete review of the entire system of job descriptions in the professional classifications within the Public Service Classification. Within six months of the date of signing this agreement, the Association will present all such job descriptions to the Government for consideration and ratification. Disputes as to the form or content of any job description shall be subject to the grievance procedure as outlined in Article 4.

ARTICLE 5 -

SALARIES, CLASSIFICATIONS & SALARY SCHEDULES CONTINUED:

- 5.9 Every position in the professional classification within the Public Service Classification must be designated by classification, grade and position.

ARTICLE 5 -

SALARIES, CLASSIFICATIONS & SALARY SCHEDULES CONTINUED:

- 5.10 Upon the signing of this collective agreement, the Government will pay the Association the sum of one hundred thousand dollars (\$100,000) toward the cost of a review of the system of job descriptions, as outlined in Article 5.8

ARTICLE 5 -

SALARIES, CLASSIFICATIONS & SALARY SCHEDULES CONTINUED:

- 5.11 Upon completion and ratification of the job descriptions, as outlined in Article 5.8, the Government and the Association will develop jointly a system of job evaluation to establish new salary classifications for positions where the new job description shows marked deviation from the existing job description. No professional employee in the bargaining unit at the date of installation of such new salary scales or schedules shall suffer any reduction in salary as a result of the application of the new schedules.

ARTICLE 5 -

SALARIES, CLASSIFICATIONS & SALARY SCHEDULES CONTINUED:

- 5.12 Disputes arising from the development or application of this new system of professional job evaluation shall be dealt with through the grievance procedure as provided for in Article 4.

ARTICLE 5 -

SALARIES, CLASSIFICATIONS & SALARY SCHEDULES CONTINUED:

- 5.13 If, during the development of new job descriptions and the new system of professional salary classification, new classifications are established and implemented by the Government, or if a claim is made that a change has occurred in an existing description or classification, the matter shall be dealt with through the grievance procedures as outlined in Article 4.

ARTICLE 5 -

SALARIES, CLASSIFICATIONS & SALARY SCHEDULES CONTINUED:

5.14 No existing job classification shall be eliminated or changed by the Government without prior consultation between the Association and the Government. Disputes arising from the elimination or changes of or in an existing job classification shall be dealt with under the grievance procedure as outlined in Article 4.

ARTICLE 5 -

SALARIES, CLASSIFICATIONS & SALARY SCHEDULES CONTINUED:

5.15 No qualifications held by a professional employee other than those required for the professional position as described and classified shall be used to re-classify the employee to a lower or alternate classification.

ARTICLE 5-

SALARIES, CLASSIFICATIONS & SALARY SCHEDULES CONTINUED:

5.16 No position presently classified as a professional position will be filled by any employee who is not professionally qualified.

ARTICLE 5 -

SALARIES, CLASSIFICATIONS & SALARY SCHEDULES CONTINUED:

5.17 Any claim by either party to this agreement that there has been a change in duties shall require a corresponding revision of the job description and a corresponding re-classification. Disputes under this article shall be dealt with under the grievance procedure as outlined in Article 4.

ARTICLE 5 -

SALARIES, CLASSIFICATIONS & SALARY SCHEDULES CONTINUED:

5.18 Merit increases within the salary range for each classification shall become effective on and from the first day of April and the first day of October as the case may be. For administrative purposes, where the anniversary date of appointment falls between January 1st and June 30th, the merit increase shall become effective on each appropriate April 1st, and where the date of the appointment falls between July 1st and December 31st, the date of the appropriate merit increase shall be October 1st.

ARTICLE 5 -

SALARIES, CLASSIFICATIONS & SALARY SCHEDULES CONTINUED:

5.19 All professional employees shall be entitled to an annual merit increase within the salary range for the classification. In exceptional cases, the immediate supervisor may withhold the merit increase on the basis of an unsatisfactory report. In this event, the immediate supervisor shall notify the professional employee in writing of such action at least two weeks prior to April 1st, or October 1st, as the case may be, and shall include reasons therefore. A copy of this notification shall be submitted to the Association. If the professional employee is not served with such notice at least two weeks prior to the effective date of the merit increase, he will be deemed to have earned the merit increase. Any professional employee may lodge a grievance under Article 4 against the withholding of his merit increase, and the onus of proving that the merit increase should be withheld shall fall upon the Government.

ARTICLE 5 -

SALARIES, CLASSIFICATIONS & SALARY SCHEDULES CONTINUED:

5.20 When a professional employee returns to active employment with the Government after a leave of absence without pay, the effective date of his merit increase shall remain unchanged.

ARTICLE 5 -

SALARIES, CLASSIFICATIONS & SALARY SCHEDULES CONTINUED:

5.21 When a professional employee is required by the Government to perform duties in a higher classification on an acting basis for a period of five or more consecutive working days, or a total of ten days or more in a calendar month, he shall be paid the rate of pay for the classification, retroactive to the date on which he commenced to act in that classification. He shall continue to receive the appropriate rate of pay for the new classification for as long as he acts in that classification.

ARTICLE 5 -

SALARIES, CLASSIFICATIONS & SALARY SCHEDULES CONTINUED:

5.22 The salary of professional employees relieving on an acting basis in positions of higher classification shall be calculated as follows: in the case of a position with a single salary, the salary for the higher position as listed in the classification schedules; in the case of position classifications within a salary range, the minimum salary for the higher position or two steps above the present salary of the relieving employee as listed in the classification schedule, whichever is greater.

ARTICLE 5 -

SALARIES, CLASSIFICATIONS & SALARY SCHEDULES CONTINUED:

5.23 When a reclassification is effected according to the provisions of this Article 5, and a salary increase results, such increase shall be retro-active to the date the professional employee assumed the duties described.

ARTICLE 6 - SENIORITY AND ITS APPLICATION:

- 6.1 Seniority shall be recognized as one criterion, along with qualifications, merit and work performance, in matters of promotion, demotion and transfer.

ARTICLE 6 - SENIORITY AND ITS APPLICATION CONTINUED:

6.2 The Government shall maintain and revise quarterly seniority lists for all professional employees, showing seniority expressed in two forms: total length of service from date of initial employment, which is defined as service seniority; and total length of continuous service within the particular classification and grade, which is known as classification seniority. Seniority lists shall be revised quarterly and shall be available to inspection upon request by any professional employee. Sufficient copies of each such list shall be furnished quarterly to the Association. Seniority lists shall include the name, classification, grade, and department of each professional employee, together with office address for each such professional employee.

ARTICLE 6 - SENIORITY AND ITS APPLICATION CONTINUED:

- 6.3 Within any particular Department, service seniority alone shall determine choice of vacation leave, sabbatical leave, and other leaves of absence, on the principle that the professional employee within the classification having the greatest service seniority shall have first choice.

ARTICLE 6 - SENIORITY AND ITS APPLICATION CONTINUED:

- 6.4 Positions to be filled within the bargaining unit, whether involving transfer, promotion or the hiring of new professional employees, shall be filled in the following manner: first, by position posting and competitive selection, in which seniority shall be one factor to be considered; second, by advertisement to the general public.

ARTICLE 6 - SENIORITY AND ITS APPLICATION CONTINUED:

- 6.5 In all cases, position vacancies shall be advertised throughout the Government service and posted in all Government offices throughout the province at least two weeks prior to the closing date. Any professional employee who considers himself qualified shall be free to apply for the position advertised. All those professional employees in the two grades immediately below the grade posted and in the same classification, who are absent from their normal headquarters for any reason during the period of such posting shall be advised by telex or telegram of the existence of the posting.

ARTICLE 6 - SENIORITY AND ITS APPLICATION CONTINUED:

- 6.6 If the position to be filled falls within the bargaining unit, then the advertisement for the position must specify only professional qualifications. Vacancies within the bargaining unit, and positions excluded from the bargaining unit must be filled from applicants within the bargaining unit provided that any professional employee with the necessary qualifications applies for the available position.

ARTICLE 6 - SENIORITY & ITS APPLICATION CONTINUED:

- 6.7 Positions excluded from the bargaining unit requiring professional qualifications shall be posted and filled in accordance with the procedure in Articles 6.5, 6.6, 6.7, and 6.8

ARTICLE 6 - SENIORITY & ITS APPLICATION CONTINUED:

- 6.8 The Government shall furnish the Association with a weekly list of all appointments made by Order-In-Council.

ARTICLE 6 - SENIORITY & ITS APPLICATION CONTINUED:

- 6.9 The employment of a professional employee other than a probationary or temporary professional employee, shall be terminated only in any one of the following ways: resignations; retirement, early or otherwise; discharge for cause; and death. Positions so made vacant shall be filled within thirty days.

ARTICLE 6 - SENIORITY & ITS APPLICATION CONTINUED:

6.10 The Government shall furnish to the Association a list of all positions which may be filled either by a professional employee or by a technical person with sufficient experience and other qualifications. Future vacancies in these positions shall be filled by professional employees only in accordance with the provisions of this Article 6.

ARTICLE 6 - SENIORITY & ITS APPLICATION CONTINUED:

6.11 Seniority shall continue to accumulate during all periods of sick leave, paid leaves of absence and leaves of absence for educational purposes, as well as for transfers out of the bargaining unit.

ARTICLE 6 - SENIORITY & ITS APPLICATION CONTINUED:

6.12 Any professional employee who resigns from the Public Service must give one month's notice of intention in writing to the Government.

ARTICLE 6 - SENIORITY & ITS APPLICATION CONTINUED:

- 6.13 Should a professional employee transfer to a Crown corporation or other Government agency, the professional employee shall retain his seniority and all benefits with the Government, and upon return to the service of the Government will retain the seniority rights and benefits, together with such additional seniority and benefits that would have been earned, had the professional employee remained in the service of the Government, during the period of his employment by the Crown corporation or other agency.

ARTICLE 6 - SENIORITY & ITS APPLICATION CONTINUED:

- 6.14 The Public Service Commission will make representations to the Treasury Board to provide for reciprocal seniority arrangement between the Government and its various Crown corporations or other provincial Government agencies, as these seniority arrangements may apply to professional employees. Such seniority arrangements must have the written approval of the Association before implementation.

ARTICLE 6 - SENIORITY & ITS APPLICATION CONTINUED:

6.15 No professional employee may be transferred
without his consent.

ARTICLE 7 - HOURS OF WORK:

- 7.1 The work week for professional employees, exclusive of lunch periods shall be thirty-five (35) hours per week.

ARTICLE 7 - HOURS OF WORK CONTINUED:

7.2 All professional employees shall be entitled to two recess periods of fifteen (15) minutes each per working day.

ARTICLE 7 - HOURS OF WORK CONTINUED:

- 7.3 Working hours shall be flexible and shall be based on the judgement of the professional employee.

ARTICLE 7 - HOURS OF WORK CONTINUED:

7.4 All professional employees shall be entitled to compensation for overtime.

ARTICLE 7 - HOURS OF WORK CONTINUED:

- 7.5 Travel time of Government business shall be considered as time worked and compensated accordingly. This shall not apply to travel to and from the professional employee's residence to his usual place of work.

ARTICLE 7 - HOURS OF WORK CONTINUED:

- 7.6 All overtime shall be recognized and compensated for by the Government, provided only that the professional employee concerned reports the occurrence of the overtime to his supervisor within (30) thirty days of its occurrence. All overtime worked shall be covered by the provisions of the Worker's Compensation Act.

ARTICLE 7 - HOURS OF WORK CONTINUED:

7.7 Attached hereto and forming part of this Agreement is Appendix "A", which sets out the agreed upon equivalent hourly rate for each monthly salary in the wage schedules.

ARTICLE 7 - HOURS OF WORK CONTINUED:

- 7.8 Instructed overtime shall be compensated at one and one-half times ($1\frac{1}{2}$) the equivalent hourly rate for time worked on week days in excess of thirty-five (35) hours per week; at double the equivalent hourly rate if the work was performed on weekends; and two and one-half ($2\frac{1}{2}$) times the equivalent hourly rate if the work was performed on statutory or special holidays. In addition, if work is performed by a professional employee on a statutory holiday, he shall be granted a subsequent compensatory day off at a later date at a time to be mutually arranged with the Government.

ARTICLE 7 - HOURS OF WORK CONTINUED:

- 7.9 Voluntary overtime shall be compensated on the basis of equal time off in lieu of time worked or, at the option of the Government, by monetary compensation.

ARTICLE 7 - HOURS OF WORK CONTINUED:

- 7.10 Compensation for instructed overtime shall be monetary or time off in lieu thereof at the option of the professional employee. The professional employee concerned shall elect at the end of each month which type of compensation he desires.

ARTICLE 7 - HOURS OF WORK CONTINUED:

- 7.11 Any professional employee shall have the right to refuse instructed overtime for any of the following reasons: personal, family or health; if more than thirty-five (35) hours of overtime have already been accumulated in the calendar month concerned; for religious or civil reasons; or if, in the professional opinion of the professional employee concerned, the overtime is not essential.

ARTICLE 7 - HOURS OF WORK CONTINUED:

7.12 No professional employee shall be transferred from a regular day shift to any other shift without his consent. A professional employee shall have the right to refuse shift work unless the original job description specifies shift work as a requirement. Any professional employee who is required to work on any shift other than regular day shift will receive a bonus of ten percent (10%) of his basic salary.

ARTICLE 7 - HOURS OF WORK CONTINUED:

7.13 If a professional employee is required to be "on-call", he shall be compensated with one hour's pay for every three hours of "on-call" time. The professional employee concerned may elect to take his compensation as equivalent time-off, or in monetary form.

ARTICLE 7 - HOURS OF WORK CONTINUED:

7.14 When a professional employee is called out for duty, he shall be compensated in accordance with the instructed overtime provisions on the basis of total time taken from residence to return to residence. In any case, minimum compensation will be four hours' pay at overtime rates.

ARTICLE 8 - ALLOWANCES:

- 8.1 The Government will pay all reasonable and necessary moving expenses for a professional employee and his household involved in any relocation as defined in this collective agreement. Without limiting the generality of the foregoing, reasonable and necessary expenses including real estate fees and appraisal costs, legal costs, costs of utility and service connections, travel expense for the professional employee and his household, moving charges, insurance on goods in transit, storage charges, necessary temporary lodging costs, costs of temporary family separation and adjustment of differences in the cost of housing.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.2 The Government shall provide in advance for relocation expense to a limit of one thousand dollars (\$1,000) to be used by the professional employee to defray the transfer costs and the professional employee agrees to support such expense with receipts showing the amounts of allowable expenses as described in this Article 8.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.3 Upon transfer, the professional employee may choose to sell the family residence. The professional employee may sell privately or through an agent of his choice.

ARTICLE 8 - ALLOWANCES CONTINUED:

- 8.4 Upon consummation of the sale within two years of the date of transfer, or longer if the sale is made to the Government, the Government shall reimburse the employee for all real estate fees, appraisal costs, legal and transfer fees and mortgage pre-payment penalties for which receipts are submitted.

ARTICLE 8 - ALLOWANCES CONTINUED:

- 8.5 Should the sale not be consummated within sixty days of advertising the property for sale, the professional employee, upon submitting proof of such advertising period, may require the Government to purchase the said residence; provided only that such a requirement be made within two (2) years of the date of transfer.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.6 The purchase price to be paid for the purposes of Article 8.5 shall be determined as follows and shall be paid by the Government within sixty (60) days of the date of claim: either by agreement between the professional employee and the Government; or, where the Government employs, on its behalf, the services of an appraiser, and where the professional employee's agent is also an accredited appraiser, and where the two estimates are not more than ten percent (10%) apart, then the purchase price shall be set as the arithmetic mean of the two appraisals; or, where agreement cannot be reached within fifteen (15) days of first contact between the professional employee or his agent and the Government or the Government's appraiser, then an accredited appraiser mutually acceptable to the professional employee and to the Government shall arbitrate. His decision shall be binding on both parties and shall be rendered within fifteen (15) days.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.7 Any costs incurred under Article 8.6 above shall be borne by the Government if agreement is reached either between the employee and the Government, or where the arithmetic mean of two appraisals is the established price; but where arbitration is necessary, costs of the arbitrator only shall be borne equally by the Government and the professional employee.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.8 When, as a result of relocation, a professional employee moves his household to a community of higher housing cost, the Government shall grant to the professional employee a dollar sum equal to the difference in price between the sale price obtained by the employee and the price of a similar home in the new locality.

ARTICLE 8 - ALLOWANCES CONTINUED:

- 8.9 The professional employee who is relocated shall be allowed a preliminary period of seven (7) days' leave of absence with pay to seek domicile at the new location, together with a subsequent period of seven days' (7) leave of absence with pay to effect the move, plus travel time.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.10 Expenses incurred by the professional employee and his household for travel to and from the new location and meal and accommodation allowances at standard rates will be reimbursed to the professional employee upon production of receipts, except that no receipts will be required for meals.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.11 Where time spent under Article 8.9 necessitates extraordinary expenditure for care and supervision of the professional employee's children, the Government will reimburse these amounts upon production of receipts.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.12 The Government will pay full rental accommodation expense, excluding meals for the professional employee and his household for a period of up to three (3) months in the event that the professional employee has maintained a diligent search and has been unable to obtain occupancy of a satisfactory home at his new location in that period.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.13 When the transferred professional employee completes purchase arrangements for a domicile at the new location, the Government will give an amount equivalent to one month's base salary to cover all incidental and out-of-pocket expenses.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.14 To assist in the acquisition of the new domicile, the Government will make a loan available to the transferred professional employee at the same rate of interest as the professional employee's contributions to the superannuation fund earn, together with an additional one percent (1%) interest for carrying charges.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.15 The formula used to determine the maximum amount of the loan will be two hundred and fifty percent (250%) of the professional employee's annual base salary at the time of transfer. A professional employee may request a loan in any amount up to this maximum.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.16 The minimum repayment period for the mortgage loan referred to in Article 8.15 shall be twenty (20) years, with a pre-payment option for the professional employee.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.17 Regardless of the number of subsequent relocations, no more than one such mortgage loan may be outstanding for any one professional employee at any one time. The option to retire an existing loan and re-negotiate a new loan under the terms of this collective agreement will be available to the relocated professional employee as a result of any relocation.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.18 Where the timing of a relocation required by the Government is such that the relocated professional employee's family cannot accompany the professional employee to the new location for a prolonged period (e.g. mid-semester) the employer will pay the rental accomodation and standard meal allowances of the transferred professional employee for a period of up to three (3) months of enforced separation, in recognition of the cost of maintaining two separate domiciles.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.19 During such period of enforced separation, the professional employee may visit his family on his own time as often as desired. The cost of a total of two round trips per calendar month may be claimed for reimbursement, together with one working day off at full pay and expenses for each such trip. The round trip travel amount paid by the Government will be at the rate of the lowest cost public carrier capable of completing the round trip in one twenty-four (24) hour period.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.20 Shipment of the transferred professional employee's household and personal effects will be by bonded carrier of the professional employee's choice.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.21 Weight allowance will be calculated on the basis of a flat fifteen thousand pounds (15,000 lbs.) for the household, plus one thousand pounds (1,000 lbs.) additional for each member of the household.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.22 The Government will pay insurance costs for household effects in transit and in storage. In addition, the Government will pay the costs of up to three (3) months storage of the relocated professional employee's household effects.

ARTICLE 8 - ALLOWANCES CONTINUED:

The following regional living allowances will be paid as a bonus on a monthly basis to each professional employee, as part of his gross salary:

			\$ Per Month
East of Rockies	- Fort Nelson	LRD	100
	- Fort St. John	LRD	100
	- Pouce Coupe	LRD	100
Queen Charlotte Islands	- part Prince Rupert	LRD	100
North West	- Atlin	LRD	100
	- Telegraph Creek	LRD	100
	- Prince Rupert	LRD	excluding Q.C.I. 75
	- Vancouver	LRD	north of 51st parallel 75
North Central	- Fort George	LRD	50
	- Smithers	LRD	50
	- Fort Fraser	LRD	50
Central	- Quesnel	LRD	30
	- Williams Lake	LRD	30
	- Lillooet	LRD	30
Columbia	- Revelstoke	LRD	25
	- Golden	LRD	25
Kootenay	- Fernie	LRD	20
	- Cranbrook	LRD	20
	- Nelson	LRD	20
	- Kaslo	LRD	20
South Central	- Kamloops	LRD	10
	- Osooyoos	LRD	10
	- Similkameen	LRD	10
West Coast (V.I.)	- Alberni	LRD	10
South West	- Vancouver	LRD	south of the 51st parallel 0
	- Victoria	LRD	0
	- Nanaimo	LRD	0
	- New Westminster	LRD	0

N.B. A map outlining the boundaries of these land registry districts is attached as Appendix "B" and forms part of this agreement.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.24 An isolation allowance shall be applicable and payable anywhere in the province of British Columbia. It will be calculated for each professional employee based on two variables: distance of the professional employee's headquarters from a main population centre, and the size of the community of which the professional employee is headquartered for the major portion of each year. This allowance shall be paid monthly and shall constitute part of the professional employee's gross salary.

<u>SIZE OF COMMUNITY</u>	<u>MONTHLY ALLOWANCE</u>	<u>+ DISTANCE FROM MAIN POPULATION CENTRE</u>	<u>TOTAL \$ ALLOWANCE PER MO.</u>
10,000 or more	-	Calculate on the	
9,000	10	basis of 10¢ per	
8,000	20	mile of blacktop	
7,000	30	highway and 15¢ per	
6,000	40	mile of gravel hwy.	
5,000	50	to a maximum of	
4,000	60	\$35. If no road	
3,000	70	access, maximum	
2,000	80	applies.	
1,000 or less	100		

ARTICLE 8 - ALLOWANCES CONTINUED:

8.25 The mileage allowance for the use by a professional employee of his own vehicle in the performance of his duties for the Government shall be 20¢ per mile.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.26 The Government will pay travel insurance premiums covering death or disability for travel performed while in or travelling to and from Government service in the amount of two hundred thousand (\$200,000) dollars.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.27 Meal allowances for professional employees who are away from headquarters in the performance of their duties shall be as follows:

Breakfast - \$3.00; Lunch - \$4.00; Dinner - \$8.00.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.28 The Government shall provide an advance for travel expense for Government business in an amount requested by the professional employee to a maximum of seven hundred and fifty dollars (\$750), this sum to be retained at the option of the professional employee until he resigns, retires or repays the advance. When required to travel on Government business outside the Province, the professional employee shall be entitled to an additional temporary advance of seven hundred and fifty dollars (\$750).

ARTICLE 8 - ALLOWANCES CONTINUED:

8.29 Professional employees whose duties require them to remain away from their residence shall be reimbursed for actual hotel and motel accommodation costs, as supported by receipts. When staying with a friend, the reimbursement shall be ~~ten~~ dollars (\$10) per night, supporting receipts not required.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.30 The Government will reimburse each professional employee for telephone calls, laundry bills, valet service, air tickets and all other reasonable expenses incurred by the professional employee in performance of the Government's business.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.31 Whenever a professional employee is designated as an official delegate, representing his Department or the Government at an approved conference, meeting or convention, the professional employee will receive the following per diem expense in addition to the allowance noted in Articles 8.28, 8.30 and 8.31: if within Canada, twenty-five dollars (\$25) per day; if outside Canada, fifty dollars (\$50) per day.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.32 A dislocation allowance will be paid by the Government to professional employees who, as a condition of their employment, are dispatched from normal headquarters for a period of one month or longer, necessitating the surrender of a lease or rental accommodation and storage of effects, or retention of accommodation with benefit of occupancy.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.33 Each such professional employee shall be granted three (3) day's leave with pay, at the start and at the end of each such period of absence, to dispose of and to reacquire accommodation, and to arrange for storage of effects.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.34 Where a period of time exists between termination of lease or rental arrangements and departure for such period, the Government will pay the cost of motel accommodation. The same provisions will apply at the return to headquarters at the end of such period, for a period not to exceed one week.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.35 Cost of moving and storing household effects for such periods of enforced absence will be borne by the Government.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.36 The conditions outlined in Articles 8.34, 8.35, 8.36 and 8.37 will not apply when the professional employee retains the lease, rental or owner occupancy of the domicile at headquarters location during such periods of absence. In lieu thereof, the Government will pay to the professional employee an amount equal to one-half ($\frac{1}{2}$) of the continuing monthly costs of accommodation.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.37 Professional employees whose duties require them to remain in remote locations where family accommodation is not readily available, for periods of one month or longer, shall be entitled to return home every three weeks at Government expense with full pay for periods of four (4) days plus necessary travel time.

ARTICLE 8 - ALLOWANCES CONTINUED:

8.38 The Government will reimburse professional employees for excessive transportation cost resulting from illness in the family when the family resides in a remote area.

ARTICLE 9 - LEAVES OF ABSENCE:

9.1 "Leave of absence" includes all periods of leave, with or without pay, which will be granted, without loss of classification, grade or position, or benefits, except as may be limited elsewhere in this agreement, to enable a professional employee to meet a special or unusual event or circumstance; and without limiting the generality of the foregoing, shall include leaves for such purposes as conference attendance, further education, elections, fire season conscription, jury duty, military service, pregnancy, imprisonment, sabbaticals, sickness in the household, death in the family or household, the performing of duties incurred as a result of election or appointment to office on a board, committee, association, union or political body, or service as a technical adviser in a developing country on behalf of any recognized international agency.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

9.2 Service and classification seniority shall continue to accumulate during all leaves of absence with pay, together with those leaves of absence without pay granted for further education and for activity on behalf of the Association.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

- 9.3 Such service and classification seniority as a professional employee may have acquired at the date of initiation of other leaves of absence without pay shall be maintained during such leaves of absence; but there shall be no continued accumulation of either service or classification seniority during such other unpaid leaves of absence.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

9.4 Vacation pay shall be paid when due during all leaves of absence, with or without pay.

ARTICLE 9 - LEAVES OF ABSENCE: CONTINUED:

- 9.5 Leave of absence with pay and expenses, including registration fees, shall be granted once per year at a professional employee's request, and may be granted more frequently at the Government's discretion, to permit a professional employee to attend conferences or conventions related to his field of specialization in order that he may benefit from an exchange of knowledge and experience with his professional colleagues.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

- 9.6 Executive members of professional licensing bodies shall be granted leave of absence with pay to attend meetings of their respective professional licensing bodies, and meetings of the executives of such bodies.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

- 9.7 When a professional employee is required to work on the day of a municipal, provincial or federal election, time off with pay as required by law shall be granted, provided that in all cases the professional employee will have the minimum of four (4) clear hours in which to vote.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

- 9.8 When a professional employee is nominated as a candidate for office in a school board, municipal, regional, provincial or federal election, he shall, on written application, be granted leave of absence without pay to engage in the election campaign. If not elected the professional employee shall return to his former position. If a professional employee is elected to a school board, municipal or regional office, he shall be eligible to leave of absence without pay to attend board or council meetings. If a professional employee is elected to office in a provincial or federal election, he shall be granted, on written application, leave of absence without pay for the duration of the term of office.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

- 9.9 Leave of absence with pay shall be granted to every professional employee who is conscripted for emergency service (e.g. fires, floods, or other disasters) whether or not he is in receipt of pay as an emergency worker.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

9.10 Leave of absence with pay shall be granted to every professional employee who is required to serve on a jury, or who is compelled by subpoena or summons to attend as a witness at any proceeding, or who attends at the request of any properly constituted board of arbitration, commission of enquiry, legislative committee or sub-committee or tribunal of similar nature.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

9.11 When a professional employee is required to take annual training with Her Majesty's reserve forces, leave of absence shall be granted with pay, less any pay granted by Her Majesty's reserve forces as a consequence of such training.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

9.12 When a professional employee uses a part of his annual vacation for reserve force training, he shall be granted leave of absence with pay in addition to any pay and allowances received from the reserve forces.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

- 9.13 When a professional employee makes application to attend, as a delegate, meetings of service associations related to the professional employee's war service, leave shall be granted without pay.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

- 9.14 When a professional employee makes application to take a prescribed course of training for the purpose of qualifying in a higher rank of the reserve forces, leave without pay shall be granted.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

- 9.15 If a professional employee who is granted leave of absence for the purpose of enlisting with the armed forces of any commonwealth country and who is subsequently discharged from such armed forces and comes immediately under the jurisdiction of the Department of Veteran's Affairs or equivalent body, his leave of absence shall be extended until his discharge from the care of the appropriate department.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

9.16 Any professional employee, at his option may either apply or add to any unpaid leave of absence his earned vacation entitlement.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

9.17 Professional employees shall be granted leave of absence with pay of five days on the occasion of the birth of a child. At the request of the professional employee, this leave shall be granted in the perinatal period.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

9.18 Medical or non-medical termination of pregnancy other than the delivery of a live child shall be considered an acute condition or illness; therefore, sick leave shall apply.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

9.19 When a professional employee becomes pregnant, she shall become eligible for maternity leave.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

9.20 Every professional employee who becomes pregnant shall notify the Government of such pregnancy at least three (3) months prior to the expected date of delivery. The Government shall, upon the recommendation of a duly licensed practitioner, grant maternity leave of absence without pay for such period before the expected date of birth as the professional employee may request, and for such period after date of birth as the professional employee may request, up to a maximum of six (6) months.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

9.21 The Government shall, upon the written recommendation of the duly licensed medical practitioner, defer the commencement of maternity leave of any professional employee for any period.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

9.22 Subject to Article 9.21, maternity leave granted to a professional employee shall not be terminated by the professional employee at any time prior to two months after the date of termination of pregnancy or date of birth unless the professional employee submits to the Government a written recommendation from a duly licensed medical practitioner stating that the professional employee's health will not be impaired by return to duty at an earlier date.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

9.23 A professional employee on maternity leave shall,
at the completion of such leave, return to her
former or equivalent position.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

9.24 Sick leave is leave with pay, and shall be granted in all cases without limitation. Sick leave shall be granted if, as and when needed. The Government may require a supporting statement from the duly licensed medical practitioner after the first five (5) consecutive working days of any such sick leave, and thereafter, at reasonable intervals, when the duration of the disabling condition is uncertain or unknown.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

9.25 Occasional sick leave shall not exceed five (5)
consecutive working days.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

9.26 When sick leave is required as a result of an accident or condition compensable by the Worker's Compensation Board, the professional employee shall return such compensation to the Government.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

9.27 When a professional employee's sick leave extends over his requested time of vacation, vacation pay shall be paid to him when due.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

9.28 Professional employees shall be granted leave of absence without pay while serving prison terms or detained as involuntary guests of Her Majesty.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

9.29 A professional employee shall be entitled to a sabbatical year after every six (6) years of active employment. Such sabbatical is to be used for educational or research purposes only.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

9.30 The application of Article 9.29 shall not require the Government to grant leave of absence in any one calendar year to more than fifteen percent (15%) of the professional employees in a classification, to a minimum of one (1). In case of conflict of choice for sabbatical years, first choice shall go to that applicant possessing greatest service seniority, second choice to that applicant having the next greatest service seniority, and so on.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

9.31 A professional employee may be granted, on written application, leave of absence with pay for varying periods of up to one year, which may be extended by mutual agreement, to attend a recognized course of additional or special studies in some field related to his professional employment. When the Government requires a professional employee to take a course of study, leave of absence shall be with full pay, together with tuition fees, travelling expense, subsistence allowance and other expenses paid by the Government. When the professional employee wishes to attend the course of study, leave of absence shall be granted without pay unless the Government determines otherwise, or unless the employee is eligible for sabbatical leave as defined in Article 9.29.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

9.32 If a professional employee becomes ill or is injured while on vacation and as a result of such illness or injury is disabled, he must notify his supervisor as soon as possible and shall receive equivalent vacation days at a later date, or as an extension of his original vacation if approved by his supervisor.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

- 9.33 In case of bereavement in the immediate family, the Government will allow leave of absence with pay of either five (5) days duration, or from the date of death to and including the day of the funeral, whichever is longer, together with an allowance for immediate return travelling time. In the case of the decease of any other relative, not a member of the immediate family, the professional employee shall be granted leave of absence with pay for one day plus immediate return travelling time for purposes of attending the funeral. If a professional employee is on vacation at the time of the bereavement, his vacation leave will be extended accordingly.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

9.34 Time off with pay shall be allowed as necessary
for dental, medical or paramedical appointments.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

9.35 Professional employees who are appointed as full-time officers or representatives of the Association shall be granted leave of absence without pay, but with continued accumulation of seniority and other benefits, for any period requested to a maximum of two years, together with further extension at the request of the Association.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

9.36 Leave of absence with pay shall be granted by the Government when circumstances not directly attributable to the professional employee, including illness in his immediate family, prevents his reporting for duty.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

9.37 The Government shall grant up to five (5) days leave of absence with pay, as requested by a professional employee, for the purpose of adopting a child.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

9.38 Professional employees who are granted indefinite leaves of absence without pay shall be required to apply for extensions annually giving proof that the original conditions under which the leave was granted still prevail.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

9.39 The Government may grant leave of absence with or without pay for purposes other than those specified in this agreement.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

9.40 The Government shall furnish to the Association monthly a list of the names, classifications and positions of all those employees who have been granted or are currently on leave of absence for a period of thirty (30) calendar days or more.

ARTICLE 9 - LEAVES OF ABSENCE CONTINUED:

9.41 Immediately upon the coming into force of this agreement, the Government shall grant to each professional employee then in its employ the cash equivalent of fifty percent (50%) of the professional employee's accumulated sick leave credit, calculated in accordance with the provisions of the personnel manual of the Public Service Commission.

ARTICLE 10 - STATUTORY HOLIDAYS AND VACATIONS:

- 10.1 The following are defined as statutory holidays:
New Year's Day, Good Friday, Easter Monday,
Victoria Day, Dominion Day, the first Monday in
August, Labour Day, Thanksgiving Day, Remembrance
Day, Christmas Day, Boxing Day, any other day
recognized and proclaimed as a provincial, civic
or federal holiday by the appropriate authority;
together with one additional working day in each
calendar year as established by the Government.

ARTICLE 10 -

STATUTORY HOLIDAYS AND VACATIONS CONTINUED:

10.2 Every professional employee shall be granted cessation from active employment on each statutory holiday as defined in Article 10.1 and shall not have his salary reduced by reason of such cessation from active employment.

ARTICLE 10 -

STATUTORY HOLIDAYS AND VACATIONS CONTINUED:

10.3 When any statutory holiday falls on a Saturday or Sunday, the Government shall designate, at its option, either the preceding Friday or the following Monday to be observed as the statutory holiday in question.

ARTICLE 10 -

STATUTORY HOLIDAYS AND VACATIONS CONTINUED:

10.4 Any professional employee who agrees to work on a statutory holiday shall be paid in accordance with the provisions of Article 7.9.

ARTICLE 10 -

STATUTORY HOLIDAYS AND VACATIONS CONTINUED:

10.5 Should a statutory holiday fall on a professional employee's scheduled day off, the professional employee shall be granted another day off in lieu thereof, taken at a time to be determined by him.

ARTICLE 10 -

STATUTORY HOLIDAYS AND VACATIONS CONTINUED:

10.6 When any statutory holiday falls within a professional employee's scheduled vacation, the professional employee shall be granted one additional day's vacation at a time of his choice.

ARTICLE 10 -

STATUTORY HOLIDAYS AND VACATIONS CONTINUED:

10.7 Vacations will be taken at times determined by the professional employees concerned.

ARTICLE 10 -

STATUTORY HOLIDAYS AND VACATIONS CONTINUED:

10.8 A professional employee can take his earned vacation at any time after the completion of one hundred and twenty (120) calendar days of service.

ARTICLE 10 -

STATUTORY HOLIDAYS AND VACATIONS CONTINUED:

10.9 When a professional employee has completed twelve (12) months of continuous service, he shall be entitled to an annual vacation of twenty (20) working days; and he shall be entitled to one (1) additional day of vacation each year for each subsequent year of service. The length of continuous service shall be computed from the professional employee's date of hire.

ARTICLE 10 -

STATUTORY HOLIDAYS AND VACATIONS CONTINUED:

10.10 Vacation pay shall be made available to the professional employee on the morning of the last banking day before his vacation period commences; or, at the option of the professional employee, shall be paid directly into his bank account during his vacation, at the times when such payments would normally fall due, providing that instructions so to do have been given to the immediate supervisor at least two weeks in advance of the commencement of the vacation period.

ARTICLE 10 -

STATUTORY HOLIDAYS AND VACATIONS CONTINUED:

10.11 When, during any period of vacation, a professional employee incurs a bereavement leave, leave with pay because of illness in the immediate family, or sick leave, the period of vacation leave so displaced shall be added to the vacation period if requested by the professional employee, or may be taken at a later date, at the option of the professional employee.

ARTICLE 10 -

STATUTORY HOLIDAYS AND VACATIONS CONTINUED:

10.12 Each professional employee shall be entitled to his full vacation entitlement in one unbroken period, or at his option, he may claim and take his vacation in two or more periods.

ARTICLE 10 -

STATUTORY HOLIDAYS AND VACATIONS CONTINUED:

10.13 A professional employee leaving the services of the Government for any reason shall be paid for earned, but unused vacation. Such vacation pay shall be paid to the professional employee on his last working day.

ARTICLE 10 -

STATUTORY HOLIDAYS AND VACATIONS CONTINUED:

10.14 Earned, but unused vacation shall be made payable upon termination due to death, to the professional employee's estate.

ARTICLE 10 -

STATUTORY HOLIDAYS AND VACATIONS CONTINUED:

10.15 All earned, but unused vacation entitlement prior to actual date of retirement shall be taken before date of retirement or, at the option of the professional employee, paid for upon retirement.

ARTICLE 10 -

STATUTORY HOLIDAYS AND VACATIONS CONTINUED:

10.16 Earned, but unused vacation may be carried over into the following calendar year. All professional employees who, as at _____ 1974 have earned, but unused vacation entitlement shall be permitted to carry such vacation entitlement forward in accordance with the provisions of this Article 10.16.

ARTICLE 10 -

STATUTORY HOLIDAYS AND VACATIONS CONTINUED:

10.17 Any professional employee leaving the active employment with the Government during or after his sixtieth (60) year, or at any time following upon the completion of thirty (30) years of service with the Government, shall be entitled to an additional twenty (20) working days of vacation or pay in lieu thereof.

ARTICLE 10 -

STATUTORY HOLIDAYS AND VACATIONS CONTINUED:

10.18 When, during any vacation period, a professional employee agrees to be recalled to duty, he shall be reimbursed for all expenses incurred thereby, both by himself and/or his family in proceeding to his place of duty and in returning to the place from which he was recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Government.

ARTICLE 10 -

STATUTORY HOLIDAYS AND VACATIONS CONTINUED:

10.19 Time necessary for travel in returning to his place of duty and returning again to the place from which he was recalled, in accordance with the provisions of Article 10.18, shall not be counted against his remaining vacation entitlement.

ARTICLE 10 -

STATUTORY HOLIDAYS AND VACATIONS CONTINUED:

10.20 In addition to the provisions of Article 10.18 and 10.19, employees so recalled from vacation shall be entitled to an additional vacation entitlement of five (5) working days. The Government shall also reimburse any professional employee for unusual expenses incurred by the professional employee as a result of the change of vacation schedule.

ARTICLE 10 -

STATUTORY HOLIDAYS AND VACATIONS CONTINUED:

10.21 Vacation entitlement shall continue to accumulate during any leave of absence with pay, or leave of absence without pay due for educational purposes or for representation of the Association.

ARTICLE 10 -

STATUTORY HOLIDAYS AND VACATIONS CONTINUED:

10.22 War service shall be considered as earned service
for purposes of vacation entitlement.

ARTICLE 11 - HEALTH MAINTENANCE, WELFARE & INSURANCE:

11.1 The Government shall pay one-half ($\frac{1}{2}$) the monthly premium for medical coverage for professional employees and their dependents under a plan approved by the Medical Services Commission of British Columbia.

ARTICLE 11 -

HEALTH MAINTENANCE, WELFARE & INSURANCE CONTINUED:

11.2 The Government shall pay for extended health benefit coverage for employees and their dependents under a plan agreed to by the parties.

ARTICLE 11 -

HEALTH MAINTENANCE, WELFARE & INSURANCE CONTINUED:

11.3 The Government shall provide, at its expense, a complete medical checkup once a year, at the option of the professional employee by a physician of his choice. The results of such medical check-up shall be confidential between the professional employee and his physician. Such medical checkups may include TB tests, Chest X-Rays and Electro Cardiograms.

ARTICLE 11 -

HEALTH MAINTENANCE, WELFARE & INSURANCE CONTINUED:

11.4 The Public Service Commission undertakes to make representations to other Provincial Crown Corporations recommending full transfer ability of all professional employee benefits under the terms of this collective agreement for professional employees transferring from the Public Service to the service of such Crown Corporations, and visa versa.

ARTICLE 11 -

HEALTH MAINTENANCE, WELFARE & INSURANCE CONTINUED:

11.5 Where the nature of his duties requires a professional employee to wear a uniform, special or protective clothing or footwear or special equipment, the Government shall be responsible for its provision, replacement, cleaning and/or laundering.

ARTICLE 11 -

HEALTH MAINTENANCE, WELFARE & INSURANCE CONTINUED:

11.6 Uniforms, special or protective clothing and footwear shall be of a quality, style, material and appropriateness which is mutually acceptable to the Government and to the professional employee.

ARTICLE 11 -

HEALTH MAINTENANCE, WELFARE & INSURANCE CONTINUED:

11.7 All professional employees shall be covered by the provisions of the British Columbia Worker's Compensation Act.

ARTICLE 11 -

HEALTH MAINTENANCE, WELFARE & INSURANCE CONTINUED:

11.8 No professional employee shall be required to work in any area, or with any equipment, or to perform any job which in the opinion of the professional employee is unsafe beyond the usual requirement of the job.

ARTICLE 11 -

HEALTH MAINTENANCE, WELFARE & INSURANCE CONTINUED:

11.9 If, in the opinion of the professional employee, working conditions, equipment or other factors do not conform to safe working practices, then the professional employee shall report the same to his supervisor. If there is disagreement between the professional employee and his supervisor, the matter shall be referred to a representative of the Association for his advice, and, if necessary, to grievance procedure.

ARTICLE 11 -

HEALTH MAINTENANCE, WELFARE & INSURANCE CONTINUED:

11.10 The Government and the Association agree to establish a joint safety committee consisting of three representatives from each party, together with a mutually acceptable chairman, whose function shall be to investigate areas of special concern in the field of safety and to implement recommendations concerning on-the-job safety for professional employees. The committee shall have the power to order work on a particular job or project to cease until the committee rules that the unsafe condition has been rectified.

ARTICLE 11 -

HEALTH MAINTENANCE, WELFARE & INSURANCE CONTINUED:

11.11 Group life insurance shall continue to be provided for all professional employees under the terms of the policies now in force, or until replaced by an alternative acceptable to both parties. The parties agree to a joint review of this program during the life of this collective agreement.

ARTICLE 11 -

HEALTH MAINTENANCE, WELFARE & INSURANCE CONTINUED:

11.12 Membership in these life insurance plans shall be
at the option of the professional employee.

ARTICLE 11 -

HEALTH MAINTENANCE, WELFARE & INSURANCE CONTINUED:

11.13 All health plans and insurance programmes, exclusive of sick leave provisions and pension contributions shall be converted by the Government upon retirement to fully paid up policies.

ARTICLE 11 -

HEALTH MAINTENANCE, WELFARE & INSURANCE CONTINUED:

11.14 An in-service death benefit equal to three (3) times current annual gross salary shall be paid by the Government to the estate of any professional employee who dies during the period of his active employment with the Government, paid to and in a manner determined by the estate.

ARTICLE 11 -

HEALTH MAINTENANCE, WELFARE & INSURANCE CONTINUED:

11.15 The Government agrees to provide and pay for a dental insurance plan covering professional employees and their dependents; the Government further agrees to a joint review with the Association of available dental plans, with a view to implementing a mutually acceptable plan during the life of this agreement. The Government further agrees to reimburse professional employees for seventy-five percent (75%) of dental services for themselves, their spouses and dependent children incurred between the effective date of this collective agreement and the effective date of the dental insurance plan.

ARTICLE 12 - PENSIONS:

12.1 All professional employees shall be entitled to retire with full retirement benefit upon the date of their sixtieth (60) birthday, or upon the completion of thirty (30) years of service, whichever occurs first. Retirement under this Article shall be at the option of the professional employee.

ARTICLE 12 - PENSIONS CONTINUED:

12.2 All professional employees must retire upon reaching their sixty-fifth (65) birthday, except that the Government may request that a professional employee continue in the employ of the Government and the professional employee may consent; but retirement shall be compulsory upon the professional employee attaining his sixty-seventh (67) birthday.

ARTICLE 12 - PENSIONS CONTINUED:

12.3 With respect to retirement benefits, all employees shall be treated equally, regardless of age or sex at date of hire.

ARTICLE 12 - PENSIONS CONTINUED:

12.4 A retirement bonus shall be computed and paid upon retirement, on the basis of one fifth (1/5) of one month's current gross salary for each completed year of service or major part thereof. Such retirement bonus shall be payable upon retirement.

ARTICLE 12 - PENSIONS CONTINUED:

12.5 Interest on Government and professional employee contributions to the pension fund shall be computed and added to the fund at the rate of eight percent (8%) per annum. The present basis of the Government and professional employee contributions shall be maintained for the life of this agreement.

ARTICLE 12 - PENSIONS CONTINUED:

12.6: Pension contributions, benefits and rights shall vest for each professional employee upon the completion of one hundred and twenty (120) days of service.

ARTICLE 12 - PENSIONS CONTINUED:

12.7 Pension benefits shall be calculated on the basis of that calendar year in which the professional employee's annual gross earnings were highest.

ARTICLE 12 - PENSIONS CONTINUED:

- 12.8 The Government agrees that the administration and terms and conditions of the British Columbia Government Superannuation Act shall be treated as negotiable items. To this end, the Government agrees to establish, upon the signing of this collective agreement, a joint committee consisting of three appointees of the Government and three appointees of the Association, together with a Chairman mutually acceptable, to meet at least quarterly for the purpose of overseeing the administration of the pension fund.

ARTICLE 12 - PENSIONS CONTINUED:

12.9 All war service shall count as service for the purpose of establishing earned pension credits, and the professional employee shall have the option of making contributions to match the Government's, in order to increase pension benefits payable.

ARTICLE 13- MISCELLANEOUS:

- 13.1 Wherever in this agreement, the singular or masculine is used, it is understood that the reference shall include the plural or feminine where the context so requires.

ARTICLE 13 - MISCELLANEOUS CONTINUED:

- 13.2 The Government agrees that no amendment, repeal or revision of any Act bearing upon the contents of this collective agreement shall be effected unless notice in writing of such proposed amendment, repeal or revision is served upon the Association, and unless opportunity to make full representation is first afforded to the Association.

ARTICLE 12 - MISCELLANEOUS CONTINUED:

- 13.3 Professional employees shall have the option of payroll deduction to designated chartered banks and credit unions and for purposes of saving bond purchase by payroll deduction, including Government of Canada Bonds as well as bonds of Provincial Crown Corporations.

ARTICLE 13 - MISCELLANEOUS CONTINUED:

- 13.4 Any employee of the Government who is a licensed professional, but is not covered by the provisions of this agreement is free to become and remain an affiliate member of the Association, in a non-active capacity, in order that he may participate in the social and recreational activities of the Association.

ARTICLE 13 - MISCELLANEOUS CONTINUED:

- 13.5 Nothing in collective agreement shall be construed or interpreted to require any professional employee to perform any Act which is contrary to his religious or civil obligations, as perceived by him.

ARTICLE 13 - MISCELLANEOUS CONTINUED:

13.6 Sections 18, 19 & 20 of the Public Service Labour Relations Act as proclaimed in Nov., 1973, dealing with provisions for technological change, shall be deemed to be part of this agreement.

18. (1) Where the Government intends to make a technological change, it shall give notice in writing to the employees' bargaining agent of the technological change, and the Government's bargaining agent shall, within fourteen days of the date of the notice, commence collective bargaining for the purpose of reaching agreement as to the effects of the technological change and in what way, if any, the collective agreement should be amended.

(2) Where, under subsection (1), an agreement is not reached prior to the full implementation of the technological change, the employees' bargaining agent may apply to the board to have the collective agreement declared to be terminated.

(3) Where the board determines upon application under subsection (2) and after such investigations as it considers necessary, that a technological change has occurred, the board shall declare the collective agreement terminated.

.....

ARTICLE 13 - MISCELLANEOUS CONTINUED:

(13.6 continued)

19. (1) Where no notice is received under section 18 and an employees' bargaining agent, or any employee, by written notice to the board, alleges that the Government intends to make a technological change, the board shall

- a) make such investigations as it considers necessary for the purpose of determining whether or not the alleged change would constitute a technological change; and
- b) make an order, which shall be final and binding on the parties and all persons affected, as to whether or not the alleged changes, when fully implemented, would constitute a technological change.

(2) Where the board determines that the alleged change would constitute a technological change, the board shall notify the Government in writing of its decision, and the Government shall, within fourteen days of the date of the notice, commence collective bargaining with the employees' bargaining agent for the purpose of reaching agreement as to the effects of the technological change and in what way, if any, the collective agreement should be amended.

.....

ARTICLE 13 - MISCELLANEOUS CONTINUED:

(13.6 continued)

19. (3) Where, under subsection (2), an agreement is not reached prior to the full implementation of the technological change, the employees' bargaining agent may apply to the board to have the collective agreement declared to be terminated.

(4) Where the board determines, upon application under subsection (3) and after such investigations as it considers necessary, that a technological change has occurred, the board shall declare the collective agreement terminated.

.....

ARTICLE 13 - MISCELLANEOUS CONTINUED:

(13.6 continued)

20. (1) Where no notice has been received under Section 18 and the employees' bargaining agent, or any employee, by written notice to the board, alleges that a technological change has occurred or is occurring, the board shall
- a) make such investigations as it considers necessary for the purpose of determining whether or not a technological change has occurred or is occurring; and
 - b) make an order, which shall be final and binding on the parties and all persons affected, as to whether or not a technological change has occurred or is occurring.

(2) Where the board determines that a technological change has occurred or is occurring, the board shall notify the parties in writing of its decision and the parties shall within fourteen days of the date of the notice, commence collective bargaining for the purpose of revising the collective agreement.

(3) Where, under subsection (2), no agreement is reached within fourteen days, the employee's bargaining agent may apply to the board to have the collective agreement declared to be terminated.

ARTICLE 13 - MISCELLANEOUS CONTINUED:

13.7 If any professional employee dies while in the public service, the salary due to him on the last working day preceding his death shall continue to accrue to the end of the month in which he died. Salaries so accrued shall be paid to the employee's estate in a manner to be determined by the estate.

ARTICLE 13 - MISCELLANEOUS CONTINUED:

13.8 Terms used in this Collective Agreement shall have the meaning ascribed to them in definitions which are appended as Appendix 'C' and form part of this agreement.

ARTICLE 13 - MISCELLANEOUS CONTINUED:

13.9 The various committees, joint and otherwise, which are established by this agreement are listed, for convenience only, in Appendix 'D', attached to and forming part of this agreement.

ARTICLE 14 - DURATION OF AGREEMENT:

14.1 This agreement shall come into full force and effect on midnight March 31st, 1974 and remain in full force and effect until midnight March 31st, 1975. All terms and provisions of this agreement, however, shall remain in full force and effect until a new or amended agreement comes into force.

ARTICLE 14 - DURATION OF AGREEMENT CONTINUED:

14.2 Either party may give notice to the other not more than one hundred and twenty (120) days and not less than ninety (90) days next preceding the expiry or termination of the agreement, by written notice, requiring the other party to commence collective bargaining with a view to the renewal or revision of the collective agreement, or the conclusion of a new collective agreement.

ARTICLE 14 - DURATION OF AGREEMENT CONTINUED:

14.3 Where a party to this collective agreement has given notice under Article 14.2, the parties shall without delay, but in any case within fourteen (14) clear days after notice was given, or in such period as the parties may agree, meet and commence to bargain collectively with one another and shall make every reasonable effort to conclude the renewal or revision of the collective agreement or new collective agreement.

ARTICLE 14 - DURATION OF AGREEMENT CONTINUED:

14.4 Where no notice is given under Article 14.3 by either party ninety (90) days or more prior to the expiry or termination of this collective agreement, both parties shall be deemed to have been given notice under this Article, and thereupon collective bargaining shall commence under the terms of Article 14.3.

ARTICLE 14 - DURATION OF AGREEMENT CONTINUED:

14.5 This agreement may be varied or modified at any time as agreed to by the parties in writing.

ARTICLE 14 - DURATION OF AGREEMENT CONTINUED:

14.6 During the life of this agreement, the parties shall review various methods of concluding negotiations for succeeding collective agreements. Such review shall include a study of the technique known as "final offer selection".

APPENDIX 'C' - DEFINITIONS

1. "the Association" - the British Columbia Government Professional Employees Association.
2. "base salary" - that salary determined by the classification of a professional employee, together with credited merit increases.
3. "benefit" - any advantage or good conveyed to a professional employee by the terms of this collective agreement, monetary or otherwise, including, but not limited to those advantages and goods related to length of service.
4. "calendar day" - means any of the seven days of the week.
5. "demotion" - a transfer involving a decrease in base salary.
6. "emergency" - an accidental or unexpected event threatening grave and immediate risk to life, health or property.
7. "equivalent position" - a position whose duties are similar to the duties last performed by the professional employee, and carrying the same gross salary.
8. "Executive" - seven (7) designated and named executive officers of the Association.
9. "the Government" - Her Majesty the Queen in right of the Province of British Columbia.
10. "grievance" - any dispute arising over the interpretation or application of the collective agreement, including the question of arbitrability; and including the interpretation or application of any statute or regulation thereunder affecting professional employees; and also including a claim that any professional employee or group of professional employees have been discharged, disciplined or otherwise treated in an unfair or arbitrary manner.

APPENDIX 'C' - DEFINITIONS CONTINUED

11. "gross earnings" - gross salary plus all other taxable income earned by the professional employee (e.g. overtime pay) from Government service for the period of time in question.
12. "gross salary" - base salary together with all continuing allowances (e.g. isolation, regional) which are paid bi-monthly with the professional employee's base salary.
13. "hours of work" - is scheduled time spent on Government business, regardless of location, nature of business or time of day.
14. "immediate family" - means spouse, father, mother, brother, sister, son, daughter, mother-in-law, grandparents, grandchildren and any member of the professional employee's household.
15. "instructed overtime" - is overtime worked on the instruction of a supervisor, or to meet a Departmental deadline, or to provide emergency services.
16. "leave of absence" - means any period of absence from active employment granted by the Government to a professional employee.
17. "locational representative" - any one of twenty-five (25) designated and named representatives, to represent members of the Association in grievances arising from other than questions of professional ethics, standards or conduct.
18. "main population centre" - any community which has a population of ten thousand (10,000) people or more, according to the 1971 census.
19. "major location" - any office of any Department or Agency of the Government, at any location, where five or more professional employees normally report for work.
20. "occasional sick leave" - means absence due to injury or illness for short periods of time, unsupported by the statement of a physician.

APPENDIX 'C' - DEFINITIONS CONTINUED

21. "other employee" - employees of the Government occupying positions or classifications not in the bargaining unit defined in Article 2.1 of this Agreement.
22. "overtime" - is time spent on Government business in excess of thirty-five (35) hours in any calendar week, or in excess of twenty-eight (28) or twenty-one (21) hours in a week in which one or more statutory holidays fall.
23. "part-time" - when referring to a professional employee or to a position or function, shall mean requiring fewer than the normal number of hours per shift or per week, or fewer than the normal number of shifts per week.
24. "party" - either the British Columbia Government Professional Employees Association or Her Majesty the Queen in Right of the Province of British Columbia, as the context may require; and, in the plural, both.
25. "position" - means classification (e.g. "engineer") grade (e.g. "VI") and incremental or merit increase level, and/or a set of designated duties.
26. "probationary" - the employment status of a professional employee during his first one hundred and twenty (120) consecutive calendar days of professional employment.
27. "professional employee" - the incumbent of any classification or position included in the bargaining unit as defined in Article 2.1 of this collective agreement.
28. "professional licensing body" - has the meaning of the words "any association expressed in Section 4(b) of the Public Service Labour Relations Act.
29. "professional representative" - a one of fourteen (14) designated named representatives, one for each profession represented by the Association, to represent members of the Association in grievances arising from questions of professional ethics, standards or conduct.

APPENDIX 'C' - DEFINITIONS CONTINUED

30. "promotion" - a transfer involving an increase in base salary.
31. "relocation" - is the movement of a professional employee's headquarters to any point more than ten miles removed from its location on _____ 1974, which results in the movement of the professional employee and his place of residence.
32. "seniority" - is length of continuous service with the Government, and includes as well war service with the Commonwealth armed forces, where such service was immediately preceded and/or followed by employment with the Government. Seniority is calculated from date of initial employment and is computed in years and days.
33. "service" - means employment in the Public Service of British Columbia, but may be modified by the context or by special provisions of this agreement (e.g. war service, leave of absence, etc.).
34. "sick leave" - leave of absence with pay required because a professional employee is unable to perform his normal duties as a result of disability resulting from injury or illness.
35. "subsidiary" - has the meaning expressed in Section 11 of the Public Service Labour Relations Act.
36. "temporary" - the employment status of a professional employee hired for an initially-specified limited number of days.
37. "transfer" - a move by an employee, whether at the request of the Government or otherwise, from one Department to another, or from one agency, branch or headquarters to another, or from one classification to another, involving a change in duties, location or supervision. In general, the use of the term transfer implies such move without change of base salary.

APPENDIX 'C' - DEFINITIONS CONTINUED

30. "promotion" - a transfer involving an increase in base salary.
31. "relocation" - is the movement of a professional employee's headquarters to any point more than ten miles removed from its location on _____ 1974, which results in the movement of the professional employee and his place of residence.
32. "seniority" - is length of continuous service with the Government, and includes as well war service with the Commonwealth armed forces where such service was immediately preceded and/or followed by employment with the Government. Seniority is calculated from date of initial employment and is computed in years and days.
33. "service" - means employment in the Public Service of British Columbia, but may be modified by the context or by special provisions of this agreement (e.g. war service, leave of absence, etc.).
34. "sick leave" - leave of absence with pay required because a professional employee is unable to perform his normal duties as a result of disability resulting from injury or illness.
35. "subsidiary" - has the meaning expressed in Section 11 of the Public Service Labour Relations Act
36. "temporary" - the employment status of a professional employee hired for an initially-specified limited number of days.
37. "transfer" - a move by an employee, whether at the request of the Government or otherwise, from one Department to another, or from one agency, branch or headquarters to another or from one classification to another, involving a change in duties, location or supervision. In general, the use of the term transfer implies such move without change of base salary.

APPENDIX 'C' - DEFINITIONS CONTINUED

38. "vacation" - is a period of consecutive working days of absence from active employment, earned by and granted to a professional employee as a period of rest and refreshment. For purposes of vacation provisions, five working days are equivalent to one calendar week.
- 38a. "vacation pay" - that gross salary which a professional employee would have earned had he been actively employed for the vacation period.
39. "voluntary overtime" - is overtime performed at the initiative of the professional employee, in serving the public's interest.
40. "war service" - means service with any of the armed forces of any Commonwealth country at any time between Sept. 1, 1939 and June 30, 1947, and/or between Aug. 7, 1950 and July 27, 1953. Service in the Merchant Marine of any Commonwealth country on the high seas at any time during the two aforementioned periods shall also constitute war service.
41. "with pay" - shall mean with gross salary paid, together with the retention of all professional employee benefits and the continued accretion of those professional employee benefits as set out in this agreement including merit increases whose quantity is determined by length of service; and does not include statutory holidays or vacations.
42. "without pay" - shall mean with no salary paid, and retention of professional employee benefits as set out in this agreement, existing at the initiation of the leave of absence; and does not include statutory holidays or vacations.
43. "working day" - means a day on which the professional employee was scheduled to work.

RA.01

GROUP A

1. Salary and Salary Ranges:

(a) Establishment

Your salary position range is determined through personnel administration position evaluation techniques. It is ratified by Administration and on a financial basis by the Board of Trustees.

Each employee's salary is established within a salary range.

(b) Increment Advancement Policy

Upon review of the appropriate Director/Executive Director individual adjustments to salaries to standard of the established range may be made based on individual performance. Advancement beyond standard is with approval of the Executive Director upon recommendation of Director.

The maximum of the range must not be exceeded.

(c) Salary Administration Policies

Salary adjustment on promotion, reclassification, or demotion is individually negotiated with the appropriate Director/Executive Director at the time of change.

2. Vacation Entitlement:

4 weeks vacation after 1 complete calendar year of service
5 weeks vacation after 10 complete calendar years of service
6 weeks vacation after 24 complete calendar years of service

The calendar year is July 1 to June 30. Employees working a portion of a year will be credited on January 1 or July 1 with the proportionate amount of vacation entitlement.

3. Supplementary Vacations:

1. Upon reaching the employment anniversary of twenty-five (25) years of continuous service, employees shall have earned an additional five (5) work days vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.

2. Upon reaching the employment anniversary of thirty (30) years of continuous service, employees shall have earned an additional ten (10) working days vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.
3. Upon reaching the employment anniversary of thirty-five (35) years of continuous service, employees shall have earned an additional fifteen (15) work days vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.
4. Upon reaching the employment anniversary of forty (40) years of continuous service, employees shall have earned an additional fifteen (15) work days vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.
5. Upon reaching the employment anniversary of forty-five (45) years of continuous service, employees shall have earned an additional fifteen (15) work days vacation with pay. This provision applies when the qualifying date occurs before July 1st in each year.

The supplementary vacations set out above are to be banked on the outlined supplementary vacation employment anniversary date and taken at the employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

4. Retirement Allowance:

Employees with ten (10) years of pensionable service (other than those mentioned in Item 4 below) under the Municipal Superannuation Act will be entitled to one week's pay for every two (2) years of service to a maximum of twenty (20) weeks pay.

Employees eligible for the above retirement allowance must be in one of the following categories.

1. Employees, of their own volition leaving the hospital work force at age 60 or any age up to and including age 65, or other minima/maxima retiring ages pursuant to subsequent Amendments to the Municipal Superannuation Statutes.
2. Employees who were in the hospital work force prior to April 1, 1963 and who would have had an option of retiring at age 55 or any age up to and including 60.

3. Employees whose services are no longer required by the hospital (hospital closure, job redundancy, etc.) except employees dismissed for cause.
4. Employees who are required to retire from the hospital work force because of Medical Disability under the Municipal Superannuation Act will receive this severance allowance regardless of length of service.

5. Sick Leave Credits:

Employees shall receive one and one half ($1\frac{1}{2}$) work days sick leave credit for each month of service and such sick leave credit, if not utilized, shall be cumulative to a maximum of 120 working days.

Sick leave with pay is only payable because of sickness and an employee absent from duty because of sickness may be required to prove sickness to the satisfaction of the hospital.

6. Supplementary Sick Leave:

Upon regular employment in an administrative position, an employee shall be granted a total of 120 days sick leave credits provided he/she is a member of the B.C. Hospital Standard Group Insurance Program. The used sick leave credits shall be reinstated on an employee's anniversary in the position for all utilized days in the past service year provided payment under the B.C. Hospitals Standard Group Insurance Benefit Program is not in effect.

7. Life Insurance - Sun Life:

As a condition of employment, all employees are required to enroll in the Sun Life Assurance Group Life program for \$1,000 coverage. Premiums are shared 50/50 with the hospital.

8. B.C. Hospitals Standard Group Insurance Benefit Program:

All new employees are required to enroll in this program covering life insurance, accidental death and dismemberment, long term disability, and extended health. Premiums are shared approximately 50/50 with the hospital.

9. Medical Coverage (C.U. & C.):

V.G.H. will pay one half ($\frac{1}{2}$) and the employee will pay one half ($\frac{1}{2}$) of the monthly premium for medical coverage for regular employees and their eligible dependents under a plan approved by the Medical Services Commission of B.C.

Membership in the Basic Medical Plan is a condition of employment for regular employees who are not members or dependents of members of another approved medical plan.

10. Superannuation:

Eligible employees will be covered by the provisions of the Municipal Superannuation Act upon regular employment with the Hospital.

11. Parking:

An annual parking pass will be issued to employees in Group A - Administrative.

12. Dental Plan (C.U. & C.)

Eligible employees will be enrolled in an employer paid dental program.

13. Membership Fees:

The Executive Director may approve hospital payment of membership fees in job related organizations.