

AGREEMENT

between the

PUBLIC SERVICE COMMISSION

and the

BRITISH COLUMBIA GOVERNMENT PROFESSIONAL EMPLOYEES' ASSOCIATION

Dated: June 20, 1975





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## ARTICLE 1 - PREAMBLE

The parties to this Agreement recognize that all professional employees are bound by their professional standards and codes of professional conduct of their appropriate licensing bodies. These codes of conduct encumber the professional employee to conduct himself with fairness, loyalty and courtesy to his associates, Employer and subordinates.

It is stressed that the spirit and intent of this Agreement is to provide a mutually respectful and beneficial relationship between the parties, within which the professional employee will be able to develop and apply confidently his professional knowledge and expertise to the best of his ability. To this end, the Employer will encourage involvement and input from the professional employee in such matters as may bear directly on the professional employee's work and career prospects.

It is further agreed that where the language of this Agreement is not specific or wherever there may be ambiguity or omission, every effort will be made by both parties to find a solution within the spirit and intent stated above.

### 1.01 Purpose of Agreement

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

### 1.02 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

### 1.03 Association Hearing on New Acts

Insofar as it is consistent with current Parliamentary practice, the Employer agrees to afford the Association, at its request, a hearing to comment upon or propose change to, after First Reading, any Bill or Act which

1.03 Association Hearing on New Acts (cont'd)

bears directly upon the bargaining unit. The Employer further agrees to convey any written information to the Minister responsible for the Act under which the Association is certified.

1.04 Use of Masculine and Singular Terms

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.

1.05 (a) Freedom of Association

Every professional employee is free to belong to and to participate in the activities of any association, society, organization, club or group without censure or disciplinary action by the Employer, subject only to the limitation that such membership and activity shall not interfere with the performance of the professional employee's responsibilities, duties, or oath of office. Disputes regarding the extent of such limitations shall be referred to the Joint Standing Committee for resolution.

(b) Human Rights Code of British Columbia Act

The parties hereto subscribe to the principles of the Human Rights Code of British Columbia Act.

1.06 Definitions

Terms used in this Agreement shall have the meaning ascribed to them in definitions described in Appendix "A" to this Agreement.

1.07 Employer's Rights

The Association acknowledges that the management and directing of professional employees is retained by the Employer except as this Agreement otherwise specifies.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.01 Bargaining Unit

The Bargaining Unit shall consist of all those professional employees for whom the Association has been certified pursuant to the Public Service Labour Relations Act, except those professional employees in positions specifically named in Appendix "B". New professional positions, created by the Employer following the date of signing of this Agreement, shall be included in the Bargaining Unit unless specifically excluded by mutual agreement or by virtue of their being covered by another Bargaining Unit as specified



2.01 Bargaining Unit (cont'd)

in Section 4(a) or 4(c) of the Public Service Labour Relations Act.

2.02 Bargaining Agent Recognition

The Employer recognizes the Association as the sole collective bargaining agent for all professional employees covered by this Agreement. No agreement with any individual professional employee or other organization shall supersede or contravene the terms of this Agreement; and there shall be no individual negotiations between a professional employee or group of professional employees and the Employer without prior approval by the Association other than those provided in Clause 5.02.

2.03 Exclusions

Incumbents holding the positions listed in Appendix "B" to this Agreement, together with such other employees as may be mutually agreed to by the parties from time to time in accordance with the criteria set out in Section 12 of the Public Service Labour Relations Act, shall be excluded from the Bargaining Unit.

2.04 External Interference in Professional Practice

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.

2.05 No Discrimination for Association Activity

The Employer agrees that there shall be no discrimination against any professional employee for activities on behalf of the Association.

2.06 Recognition and Rights of Representatives

- a) The Employer will recognize the following designated officials of the Association for the purpose of formal relations between the Employer and the Association:

Members of the Executive; a professional representative for each occupation represented in the Bargaining Unit; locational representatives; and such staff or counsel as the Association may see fit to retain.

## 2.06 Recognition and Rights of Representatives (cont'd)

- b) The Association shall be responsible for notifying the Employer of the geographic jurisdictions and names of the locational representatives. It is understood and agreed that the members of the Executive and the professional representatives have jurisdiction throughout the Bargaining Unit.

## 2.07 Bulletin Boards

The Employer agrees to provide bulletin board facilities for exclusive use of the Association where professional employees are actively employed. The Employer further agrees to grant access to the pages of "Contact" and any other Government periodical directed to professional employees, for communication between the Association and its members.

## 2.08 Time Off for Association Business

- a) The Employer agrees to grant leave of absence with pay (including sufficient travel time) to professional employees on bargaining committees required to carry out negotiations with the Employer. The Association agrees to bear all related expenses by such professional employees. Two types of bargaining committees are recognized by the Employer:
  - (i) A Master Agreement Bargaining Committee comprising members of the Executive and/or one representative from each occupational group, with the total not exceeding fourteen (14) professional employees.
  - (ii) Subsidiary Agreement Bargaining Committees, each comprising not more than six (6) professional employees, of whom not less than two (2) shall be members of the Executive with the balance of the Committee made up of professional employees from the subsidiary group concerned.
- b) The Employer recognizes that due to the nature of a professional employee's function, occasions may arise when a designated member of a bargaining unit is unable to attend at negotiations, and the Employer agrees to grant leave of absence with pay to any alternate representative on such occasions.
- c) The Employer further recognizes that deliberations at the bargaining table benefit from preparatory discussions between members of the Bargaining Committee in relation to various alternate proposals made by the Employer, and the Employer agrees that leave(s) of absence with pay shall be granted on such occasions in one (1) day units, including caucuses. Such leave(s) of absence shall be by mutual agreement of the bargaining principals and may

## 2.08 Time Off for Association Business (cont'd)

only be granted immediately adjacent to the dates of formal negotiations by the Bargaining Committee.

- d) The Association agrees to furnish the Employer with a list of designated Bargaining Committee members and their alternates and, upon request, to provide the Employer with a list of the Association participants at each negotiating session.
- e) Nothing in this Clause may be construed as an intent by the Employer to limit the number of professional employees who may participate in a Bargaining Committee, but merely to limit the number of professional employees who are on leave of absence with pay.

## 2.09 Picket Lines

The Employer recognizes the right of a professional employee, as a matter of individual conscience, to refuse to cross a picket line. Such absence shall be without pay.

When a professional employee fails to cross a picket line and continues his work elsewhere, provided this does not unduly interfere with the proper discharge of his duties, he will not suffer loss of pay.

## ARTICLE 3 - PROFESSIONAL STANDARDS

### 3.01 Professional Performance and Evaluation

- a) The Association recognizes that the Employer is the final judge of a professional employee's work.
- b) Consistent with current staffing and work requirements, the Employer agrees that non-professional control over the day-to-day work of the professional employee will be minimized.
- c) The Association recognizes that supervisors, when assigning duties and evaluating career potential, are periodically required to assess the general competence and potential of subordinates. The Employer agrees that such general assessments will not take the form of a judgement concerning the professional employee's ability to practise his profession outside of this context. The Employer further agrees that alleged violations of conduct or competence as falling within the statutory disciplinary powers of the appropriate professional licensing body shall rest with that body.

### 3.02 Professional Responsibilities

The Employer recognizes that a professional employee must conduct his work in a manner consistent with the standards of conduct, codes of ethics and by-laws established by his appropriate professional licensing body. The Association recognizes that the Employer may, from time to time, differ with professional employees and/or their licensing bodies as to what actions, policies, etc., are most consistent with the public interest. However, no professional employee will be disciplined for refusal to append his name, signature and/or seal to an instructed course of action which conflicts with his professional responsibilities, provided that in such a case the professional employee will, upon request, be required to prove the violation of the relevant professional standard or code and the Employer shall have the right to seek alternative advice.

### 3.03 Membership in Professional & Allied Associations, Etc.

- a) The Association agrees that it is the responsibility of the professional employee to maintain membership in those licensing bodies, learned societies or associations as are necessary to maintain his professional standing.

The fees or cost attendant thereto shall be paid by the professional employee or may be part of his optional selection of benefits.

- b) Where the Employer requires membership in learned societies or associations, other than those noted in (a) above, the fees or costs of such membership shall be at the expense of the Employer.
- c) Where membership in learned societies or associations, not included in (a) or (b) above, is desirable or optional for the professional employee, the fees or costs of such memberships shall be shared equally between the Employer and professional employee requesting such membership.

### 3.04 Professional Seal

When the use of a professional seal and/or 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, the Employer will not permit the issuance of any such documents without the required professional seal and/or signature as determined by the standards noted above.

### 3.05 Performance Appraisals

Within the lifetime of this Agreement the Employer and the Association will jointly prepare a professional employee appraisal form.

Where a formal appraisal of a professional employee's performance is carried out, the professional employee concerned shall be given the opportunity to read and review the appraisal. Provisions shall be made on the appraisal form for a professional employee to sign it. The form shall provide for the professional employee's signature in two places: one indicating that the professional employee has read and accepts the appraisal, and the other indicating that the professional employee disagrees with the appraisal. The professional employee shall sign in only one of the places provided. The professional employee who disagrees with the appraisal and so signifies in the appropriate place, shall have the right to amplify the reasons for his objections in writing, and such amplifications shall be attached to and become a part of that appraisal. No professional employee may initiate a grievance regarding the contents of an appraisal form unless the signature indicates disagreement with the appraisal. A professional employee shall, upon request, receive a copy of this appraisal form.

### 3.06 Performance Appraisal Records

- a) 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 performance appraisal record or other form of confidential report maintained by the Employer in the professional employee's file. Furthermore, each professional employee shall be advised by his immediate supervisor at the time of any additions or new notations to any such record. Inadvertant failure to so notify a professional employee shall not, by itself, be grounds for a grievance. The Employer further agrees that it will not use in any grievance procedure, arbitration hearing or other consideration involving disciplinary suspension or dismissal, any record the existence of which was not made known to the professional employee or professional employees concerned and the Association.
- b) Subject to the provisions of (a) above, the written personnel record or analysis of a professional employee may not be revealed to anyone without his express written consent, with the following exceptions: superiors in direct line of supervision, management personnel who are advisors to the foregoing, and members of a selection panel before which the professional employee appears.

### 3.07 References

Letters of reference, referral or approval to persons outside the Public Service shall be given to the professional employee concerned for transmission by him or otherwise, as he may decide.

### 3.08 Periodicals

The Employer agrees that the effective performance of professional employees requires that they have ready access to publications, reports and public documents in topic areas related to their work unit and the Employer therefore agrees to facilitate such access.

### 3.09 Working Environment and Facilities

The Employer agrees that the capacity of professional employees to discharge their responsibilities is in part a function of their working environment, equipment and support personnel, and will therefore make every reasonable effort to provide the same to an adequate level. In all cases the working environment shall not be inferior to the standards established by the appropriate regulatory agency.

Any professional employee who feels that his professional performance is compromised may refer his difficulties to the Association, which may then take up the matter at the Joint Standing Committee for recommendation.

### 3.10 Articles for Publication

- a) Subject to the Public Service Act, the Employer agrees that a professional employee may publish articles and technical papers in professional media; identification of authorship will be required in departmental publications where practicable.
- b) The Employer agrees that any professional employee, subject to the Public Service Act and with prior notification to his immediate supervisor, may prepare and publish articles and technical papers on his own time, provided only that such publication shall not conflict or interfere with his professional responsibilities and duties.
- c) The Employer agrees that original articles and technical papers prepared by a professional employee within the scope of his employment will be retained in appropriate files for the normal life of such documents.



### 3.11 Technological Improvements or Inventions

- a) In respect of any technological improvement or invention developed by a professional employee, who has a contractual arrangement with the Employer to undertake such technological improvement or invention, the patent or copy rights shall be vested with the Employer.
- b) In respect of any technological improvement or invention developed by a professional employee in his professional field but on his own time, patent or copy rights shall be vested with the professional employee, subject only to automatic use by the Employer without payment of royalties.
- c) In respect of any technological improvement or invention developed by a professional employee on his own time and outside his professional field, the patent or copy rights shall be vested with the professional employee, with the Employer having no vested interest except as may be agreed to by the professional employee.

### 3.12 Indemnity

- a) Except where a joint Employer-Association Committee considers that there has been flagrant or willful negligence on the part of a professional employee in the performance of his official duties, the Employer agrees:
  - (i) Not to seek indemnity against a professional employee whose actions in the performance of his official duties result in a judgement against the Employer;
  - (ii) To pay any judgement against a professional employee, superannuant or former professional employee, arising out of the performance of his duties with the Employer;
  - (iii) To provide legal services and/or to pay approved legal costs incurred in the Civil proceedings arising out of (ii) above.
- b) In order that the above provisions shall be binding upon the Employer, the professional employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against him, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:-

### 3.12 Indemnity (cont'd)

- (i) When the professional employee is first approached by any person or organization notifying him of intended legal action against him; or
- (ii) When the professional employee himself retains counsel in regard to the incident or course of events; or
- (iii) Where any investigative body or authority first notifies the professional employee of an investigation or other proceeding which might lead to legal action against the professional employee; or
- (iv) When information first becomes known to the professional employee in the light of which it is a reasonable assumption that the professional employee would conclude that he might be the object of legal action.

## ARTICLE 4 - CHECK-OFF OF ASSOCIATION DUES

### 4.01 Association Dues

The Employer agrees, in accordance with the provisions 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 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. The Employer further agrees to furnish the Association, not more often than monthly, with a list of all professional employees within the bargaining unit who have been added to, deleted from or carried without pay during the period immediately preceding.

### 4.02 Out-of-Bargaining-Unit Positions

The parties recognize that the absence from duty of employees in positions outside of the bargaining unit may necessitate substitution on a short-term basis by professional employees. When such substitution occurs, the professional employees shall retain all their obligations and advantages within the bargaining unit.



## ARTICLE 5 - NEW EMPLOYEES

### 5.01 Membership Application

Consistent with the provisions of the Public Service Labour Relations Act, the Employer agrees to require each professional employee engaged after the date of signing of this 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.

### 5.02 Project Professional Employees

A new "Project Professional Employee" shall be considered to be a regular professional employee whose terms of employment and salary rates and whose treatment at the termination of the project shall be the subject of specific written arrangements between the professional employee and the Employer prior to the start of employment on the project. Such arrangements shall be revealed to the Association before signature, and shall not exceed two (2) years in duration. Extension shall be subject to mutual agreement between the parties. If the duration of the project is expected to be less than two (2) years, a termination bonus, benefit or monetary consideration, if any, shall be specified in the written arrangements described above.

Where a regular professional employee becomes a "Project Professional Employee", he shall be deemed to be on leave of absence from his regular position until termination of the project at which time he shall return to his former or equivalent position within the Public Service.

A licenced professional who is being considered as a "Project Professional Employee" shall be given a copy of this Agreement and advised to visit the Association for any assistance it may wish to extend in preparing the written arrangements.

## ARTICLE 6 - EMPLOYER-ASSOCIATION RELATIONS

### 6.01 Subsidiary (Component) Agreements

- a) In accordance with the provisions of the Public Service Labour Relations Act, there shall be a Subsidiary Agreement for each occupational group, which shall form part of this Agreement. Such Subsidiary Agreements to be effective must be ratified by the occupational groups concerned, and must be approved by the Employer and the Association. Either party to this Agreement may specify that a Subsidiary Agreement shall apply to only one (1) occupational group, or the parties may agree to combine two (2) or more occupational groups within the terms of one (1) such Subsidiary Agreement.

#### 6.01 Subsidiary (Component) Agreements (cont'd)

Each Subsidiary Agreement shall be negotiated by a separate Subsidiary Agreement Bargaining Committee.

- b) Further, should the Government engage in collective bargaining with any other agency representing a group of licenced professionals in an occupational group included in the bargaining unit, then, with the consent of that other agency and with the consent of the representative of the agent of the Government, the parties to this Agreement may enter into bargaining jointly with that agency, on behalf of the Association's appropriate occupational group. It is understood and agreed that any agreement resulting must meet the requirements of this Clause.
- c) The parties agree that for purposes of concluding Subsidiary Agreements, occupations shall be grouped as follows:-
  - i) Audit Accountants and Senior Officers
  - ii) Architects
  - iii) Agriculturists
  - iv) Dental Officers
  - v) Engineers and Geologists (including Inspector of Dykes)
  - vi) Foresters
  - vii) Forest Agrologists
  - viii) Land Officers
  - ix) Surveyors (including Chief of Surveys and Mapping Division and Supervising Surveyor)
  - x) Pharmacists (including Co-Ordinator of Emergency Health Services)
  - xi) Physiotherapists
  - xii) Veterinarians
- d) The parties also agree that occupational groups may negotiate Subsidiary Agreements concurrently with one another, and that any "named" classifications other than those specified in (c) above shall be placed in an appropriate occupational group by mutual agreement.

#### 6.02 Association Representative

Full-time or part-time paid officials of the Association who are not professional employees within the Employer's service, or who are professional employees on leave of absence to act as paid officials of the Association, shall be granted access to Employer premises at all reasonable times to investigate grievances or other matters affecting relations between the Employer and the Association and to consult with members and representatives of the Association and to investigate conditions of employment. In all such cases the Association representative shall notify in advance the appropriate supervisor and shall not interfere with the operation of the department or section concerned.

#### 6.03 Joint Consultation

The Employer 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, and agree, therefore, to consult on all matters of common interest, as appropriate, when requested by either party.

#### 6.04 Joint Standing Committee

- a) Upon the execution of this Agreement, the parties shall each name five (5) representatives and five (5) alternates to a Joint Standing Committee. The parties shall agree upon a mutually acceptable Chairman for the Joint Standing Committee who shall also be a voting member.
- b) The Joint Standing Committee shall exist for the life of this Agreement. All other joint committees contemplated by this Agreement shall be sub-committees of the Joint Standing Committee and shall be dissolved when, in the opinion of either party, the particular sub-committee has:
  - (i) discharged its responsibility, and/or
  - (ii) ceased to fulfill its assigned function.
- c) The Joint Standing Committee shall:-
  - (i) effect final and binding disposition of only those matters specifically referred to it by the terms of this Agreement as listed in Appendix "C" or by subsequent direction of the bargaining principals.
  - (ii) establish and supervise the operation of the sub-committees required by the terms of this Agreement and listed in Appendix "D", or by subsequent direction of the bargaining principals.
  - (iii) make recommendations to the bargaining principals on matters relating to the maintenance of good relations between the parties, or any other matters specifically referred to it by the terms of this Agreement as listed in Appendix "E".
- d) All decisions of the Joint Standing Committee shall be by majority vote.
- e) The parties to this Agreement shall bear any expenses incurred by their individual representatives, but it is understood and agreed that representatives of the Association serving on the Joint Standing Committee or its sub-committees shall be granted leave of absence with pay. The fees and expenses of the Chairman shall be borne equally by the parties.
- f) Meetings of the Joint Standing Committee may be called either with the mutual agreement of the parties or by the Chairman.

## ARTICLE 7 - GRIEVANCE

### 7.01 Guidelines

- a) The parties agree that grievances can frequently be resolved by discussion between the professional employee and his immediate supervisor. In the hope that disputes can be resolved amicably, discussions between the principals to any grievance shall be encouraged at each step. However, after a grievance has proceeded beyond the first step, such discussion will only occur with an Association representative present.
- b) The Association shall be free to process any grievance with or without the consent or attendance of the professional employee concerned.

### 7.02 Definition and Cause

The Employer and the Association recognize that grievances may arise concerning:

- a) differences between the parties respecting the interpretation, application, or any alleged violation of a provision of this Agreement, a Subsidiary Agreement or an arbitral award including a question as to whether or not a matter is subject to arbitration;  
or
- b) the dismissal, discipline or suspension of a professional employee.

### 7.03 First Step

In general, every professional employee may seek to settle informally with his immediate supervisor any dispute which may arise, either with or without his professional representative in attendance. Such informal settlement shall not be used as a precedent by either party. In the event that the dispute is not settled under this step, the immediate supervisor shall advise the grievor of the name and address of the Employer's designated representative.

### 7.04 Second Step

Through the Association, the professional employee may submit his grievance in writing, describing the nature of his complaint and a remedy required, to the Employer's representative designated to handle grievances at this step, within thirty (30) calendar days after the date:

- a) on which he was notified orally or in writing of the action or circumstances giving rise to the grievance;

or

7.04 Second Step (cont'd)

- b) on which he first became aware of the action or circumstances giving rise to the grievance.

A copy of the grievance shall be forwarded to the professional employee's immediate supervisor if said supervisor is other than the Employer's designated representative. Copies shall also be filed with the Employer and the Association.

The Employer representative shall have fourteen (14) calendar days from the date of receipt of the grievance in which to give a written reply to the professional employee and the Association.

7.05 Third Step

If a professional employee has not received a reply to Step 2 by the due date, or if he is not satisfied with the decision at Step 2 and wishes to proceed further, the Association shall submit the grievance to the Deputy Minister within fourteen (14) calendar days after receipt of the Employer representative's decision or after the due date for that decision. The Deputy Minister will have thirty (30) calendar days after receipt of the grievance in which to give his decision.

7.06 Final Decisions

The procedure for the final resolution of grievances listed in Clause 7.02 of this Agreement shall be as follows:-

- a) Where the grievance is one which arises out of Clause 7.02(a) of the Agreement, the final level of appeal will be arbitration unless the parties agree to some other procedure for settlement.
- b) Where the grievance arises as a result of Clause 7.02 (b) of this Agreement, the level of appeal will be the Public Service Grievance Board by mutual agreement of the parties. Failing such mutual agreement by the parties, the final level of appeal will be arbitration.

7.07 Arbitration

Failing satisfactory settlement at Step 3 and pursuant to Article 8 of this Agreement, the Association may inform the Employer of its intent to submit the dispute to arbitration for final resolution within thirty (30) calendar days after the Deputy Minister's decision has been received or became due, whichever is earlier.

#### 7.08 Dismissal or Suspension Grievance

- a) Where dismissal of a professional employee occurs, the Association shall be notified of the reason for such action within thirty (30) calendar days of the dismissal. The matter may then be dealt with as a grievance under this Agreement.
- b) In the case of a dispute arising from a professional employee's dismissal or suspension, the grievance may commence at Step 3 of the grievance procedure within thirty (30) calendar days of the professional employee receiving notice of dismissal or notice of suspension.

#### 7.09 Deviation from Procedure

The Employer agrees that, after a grievance has been initiated by the Association, the Employer's representatives will not initiate discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved professional employee without the consent of the Association.

In the event that, after having initiated a grievance through the grievance procedure, a professional employee endeavours to pursue the same grievance through any other channel outside the Public Service, then the Association agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned.

#### 7.10 Time Limit Recognition (Postal)

In the case of a decision 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.

#### 7.11 Technical Objections to Grievances

In the spirit of this Agreement, the parties recognize that it may be difficult to establish a violation of this Agreement by either the professional employee or the Employer. It is the intent of the parties, therefore, that grievances shall not be invalidated due to technicalities. Time limits for each step of the grievance procedure, however, may be extended only by mutual agreement between the Association and the Employer.

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#### 7.12 Inter-employee Grievance

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



#### 7.12 Inter-employee Grievance (cont'd)

professional employee, the Association recognizes that the first responsibility of such professional employee is to the Employer, and it will not attempt in any way to influence such professional employee to act otherwise.

#### 7.13 Selection Grievance

Where a professional employee feels he has been aggrieved by any decision of the Employer related to promotion, demotion or transfer, the professional employee may appeal the decision to the Public Service Grievance Board within ten (10) calendar days of receipt of notice of such action. Where an appeal has been filed under this Clause, no permanent transfer or replacements shall take effect until the appeal has been adjudicated upon by the Public Service Grievance Board.

#### 7.14 Publication on Resolutions of Differences

The Employer agrees to establish a publication containing the outline of, and ultimate decisions on:

- a) All grievances which were finalized by a Deputy Minister, the Public Service Commission, the Public Service Grievance Board, or arbitration;
- and
- b) All matters referred to the Joint Standing Committee for resolution under Clause 6.04(c)(i) of this Agreement.

Such publication shall be available to all supervisors and bargaining agents except that the affected professional employee may request omission from the publication of a grievance resolution which is of a personal nature, and such request shall be honoured.

### ARTICLE 8 - ARBITRATION

#### 8.01 Notification

Where a difference arises between the parties, either of the parties may, after exhausting the grievance procedure in this Agreement, notify the other party in writing within thirty (30) calendar days of the receipt of the reply at the final level, of their desire to submit the difference or allegation to arbitration under the Public Service Labour Relations Act. Within fifteen (15) calendar days of receipt of such notification, the parties agree to submit the matter to an Arbitrator.

#### 8.02 Time Limits

The Arbitrator shall be the first named in the Memorandum of Understanding to be attached to this Agreement after the signing of the Agreement. If this Arbitrator cannot hear the matter within fifteen (15) calendar days after he has been advised, or such further time as the parties may agree, then as an alternate, whichever of the Arbitrators first contacted in descending order who can hear the matter within fifteen (15) calendar days or such further time as the parties may agree, shall serve as the Arbitrator.

#### 8.03 Limits of Authority

The Arbitrator shall not have the authority to alter or amend any provision of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement or any Subsidiary Agreements.

#### 8.04 Award

The award of the Arbitrator shall be signed by him and copies thereof shall be transmitted to the parties.

#### 8.05 Decision

The Arbitrator shall hear and determine the difference or allegation and shall issue a decision, and such decision shall be final and binding upon the parties and upon any employee affected by it.

#### 8.06 Expenses of Arbitrator

Except as stipulated in Section 112 of the Labour Code of British Columbia Act, the Employer and the Association shall each pay one-half ( $\frac{1}{2}$ ) of the remuneration and expenses of the Arbitrator, and each party shall bear its own expenses of every such arbitration.

### ARTICLE 9 - DISMISSAL, SUSPENSION AND DISCIPLINE

#### 9.01 Burden of Proof

In all grievance matters generally, and in particular 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.

#### 9.02 Evidence

In arbitration, no evidence shall be introduced by either party without prior examination by the other party.



### 9.03 Suspension or Dismissal

- a) A professional employee, other than during his probationary period, who is being considered for disciplinary suspension or dismissal for unsatisfactory service, shall be given due notice in writing and adequate opportunity to correct an alleged unsatisfactory performance or conduct. A copy of each such written notice shall be forwarded to the Association.
- b) Nothing in this Clause may be construed to limit the appropriate supervisor from instituting whatever action he deems advisable in the circumstances to resolve a problem which he believes requires immediate disciplinary action.
- c) Where a professional employee is being suspended with the intent to dismiss or is being dismissed, he shall be notified immediately in writing with a copy to the Association. All such notification shall state the reason for the action so taken.

### 9.04 Reinstatement

If the disciplinary action, suspension or dismissal is negated or modified by the final judgement, the professional employee will be reinstated with partial or full salary, service time, merit increase and other benefits adjusted according to the terms of the award.

## ARTICLE 10 - SENIORITY

### 10.01 Seniority Defined

The Employer shall maintain, and revise at least semi-annually, seniority lists for all professional employees, showing seniority expressed in length of continuous service from date of initial employment, which is defined as service seniority; and when possible the total length of continuous service within the particular classification and grade, which is known as classification seniority. Seniority lists shall be available for inspection upon request by any professional employee. Sufficient copies of each such list shall be furnished to the Association. Seniority lists shall include the name, classification, grade and department of each professional employee, together with an office address for each such professional employee.

#### 10.02 Application of Seniority

Within any particular department or work unit, service seniority will normally be used to solve differences among professional employees regarding 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.

#### 10.03 Accumulation

Seniority shall continue to accumulate during all periods of sick leave, paid leaves of absence and leaves of absence for educational purposes, or for activity on behalf of the Association, as well as for transfer out of the Bargaining Unit but within the Public Service.

### ARTICLE 11 - SERVICE CAREER POLICY

#### 11.01 Appointments

The Employer shall furnish the Association with a list of all appointments made by Order-in-Council.

#### 11.02 Establishment Notification

The Employer 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.

#### 11.03 Postings

In all cases, position vacancies shall be advertised throughout the Public Service and posted in all major locations throughout the province at least two (2) weeks prior to the closing date. Any professional employee who considers himself qualified shall be free to apply for the position advertised.

The parties agree that the prime responsibility for becoming aware of position vacancies rests with the professional employee.

The Employer agrees to co-operate with the Association in contacting professional employees who are absent from their normal headquarters and who have requested information concerning position vacancies. Such co-operation shall include use of the Employer's channels of communication.

#### 11.04 Selection Procedure

Subject to the Public Service Act, positions to be filled within the Bargaining Unit, whether involving transfer, promotion or hiring of new professional employees, shall be filled by internal position postings, by advertisement to the general public, and by competitive selection therefrom. Preference in selection will be given to in-service professional employees on a basis consistent with the Public Service Act.

Appointments to such vacant positions will be made within thirty (30) calendar days of the completion of panel deliberations if an appointment is to be made, provided that the Employer shall have the right to make deferred appointments.

#### 11.05 Association Observer on Selection Panels

The Association may assign an observer on selection panels appointed by the Chairman of the Public Service Commission. The observer shall be a disinterested party. The Employer shall provide this observer with details of the competition including the classification, duties, responsibilities and qualifications for the position, together with a list of the competitors indicating whether each holds a position presently within the Bargaining Unit or within Public Service, or is from the general public. In the event of a grievance arising out of the decision of the selection panel, the Employer agrees to provide the Association with access to the rating sheets used by members of the panel.

#### 11.06 Qualifications

- a) The Employer will adhere to the qualifications established by the appropriate professional licensing body in the appointment and retention of professional employees.
- b) Nothing in this Clause shall be construed to limit or affect the powers of the Public Service Commission regarding organization or establishment as provided in the Public Service Act, but this Clause does provide that positions which require a licenced professional shall be filled only by a professionally qualified employee.
- c) In recognition of the fact that certain positions are filled by a licenced professional employee or by an employee outside of the bargaining unit with sufficient experience or other qualifications, which the Employer deems to be satisfactory, the Employer agrees to furnish,

from time to time the Association with a list of such positions showing the classifications of positions in terms of the bargaining unit and alternate classifications. The Association acknowledges that the provision and receipt of such information shall not be construed as bargaining within the meaning of Section 13(c) of the Public Service Labour Relations Act, or as an agreement by the Employer that such classifications will not change at any time.

#### 11.07 Relocations

No professional employee may be relocated from one geographic location to another without his consent. However, when the Employer re-arranges the work force in order to continue providing a high level of service, the Employer shall make clear the potential adverse affects to career development which may be consequent to any professional employee unwilling to accept a relocation. The Employer will discuss such action with the Association to find ways, if possible, to lessen such effects.

#### 11.08 Positions Affecting Other Bargaining Units

The Employer recognizes the importance to the Association of decisions affecting the careers and/or job security of professional employees and the strength of the Association's bargaining unit. When making such decisions, the Employer undertakes to consult as much as possible with the Association and to use its good offices to secure meaningful discussion of such decisions between all interested parties.

Furthermore, the Employer undertakes that it will not make such decisions with the objective of affecting in any way the size or strength of any bargaining unit.

#### 11.09 Compassionate Committee

The Employer and the Association recognize that, due to factors beyond the control of the professional employee, in terms of physical or mental health problems, he may be unable to perform his duties in an adequate or satisfactory manner.

The parties agree that such cases may be brought to the attention of the Joint Compassionate Committee by either party.

The Committee shall review the circumstances of the case with the professional employee concerned and make such recommendations to the Public Service Commission as it deems appropriate. Failure of the Public Service

11.09 Compassionate Committee (cont'd)

Commission to implement the recommendations of said Committee shall result in the matter being subject to grievance procedure.

Without limiting the generality of the foregoing, the Committee shall be guided by the following principles:-

- a) To maximize efforts for the professional employee to be rehabilitated into employment which is worthwhile and productive for the professional employee and the Employer.
- b) To minimize or eliminate the effect or loss of income and/or living standard for the professional employee.

11.10 Criteria for Selection

In matters of promotion, demotion or transfer, and consistent with Sections 34 and 53 of the Public Service Act, merit shall be deemed to include such factors as education, qualifications, skills, knowledge, experience, seniority and any other attributes as are necessary or desirable and consistent with the classification standards for the classification concerned.

11.11 Termination

Subject to Section 63 of the Public Service Act:-

- a) The employment of a professional employee other than a probationary or auxiliary professional employee, shall be terminated only in any one of the following ways:-
  - (i) resignation;
  - (ii) retirement, early or otherwise;
  - (iii) discharge for cause;
  - (iv) abandonment of position;
  - (v) death;
  - (vi) or as provided elsewhere in this Agreement.
- b) A professional employee who fails to report for duty for ten (10) consecutive working days without informing the Employer of the reason for his absence will be presumed to have abandoned his position. A professional employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

#### 11.12 Resignation

Any professional employee who resigns from the Public Service must give one (1) month's notice of intention in writing to the Employer.

#### ARTICLE 12 - OPTIONAL SELECTION OF BENEFITS PLAN

- a) The Employer agrees to establish an Optional Selection of Benefits Plan as compensation for all professional employees, other than those noted in (b) below, for overtime, shift premium, call-out, extra pay for work on statutory holidays, travel time, standby pay and substitution pay.
- b) The Plan shall apply to all professional employees in the Bargaining Unit covered by this Agreement except:
  - (i) Auxiliary professional employees, and
  - (ii) Professional employees who are in a pre-licensed or equivalent position.
- c) A professional employee on leave of absence in excess of one (1) month shall not accrue credits under the Plan for the entire period of that leave of absence.
- d) All professional employees covered by the Plan shall receive an amount equivalent to eleven percent (11%) of their base salary as negotiated in the relevant Subsidiary (Component) Agreement.
- e) During the life of this Agreement, a Joint Job Evaluation Committee shall consider the impact of the items compensated for by the Plan on each position within the Bargaining Unit. The Committee shall rank the positions in terms of the quantity of overtime, etc., generally associated with them. Upon the completion of this study, an additional four percent (4%) of the base salary, retroactively to July 1, 1975, shall be credited to the Plan account of those incumbents in positions where two hundred (200) hours or more of overtime, etc., is worked in a calendar year. This additional four percent (4%) of base salary shall be applied to a minimum of one-third (1/3) of the Bargaining Unit and, if necessary, shall be given to professional employees working less than the two hundred (200) hours of overtime, etc., noted above.

ARTICLE 12 - OPTIONAL SELECTION OF BENEFITS PLAN (cont'd)

- f) A professional employee may select benefits for use under the Plan from Appendix "F". Additional vacation entitlement shall not exceed one (1) week per calendar year under this Plan, although, with the concurrence of the professional employee and the Department concerned, this provision may be varied. Appendix "F" may be amended from time to time by mutual agreement of the parties.
- g) When a professional employee chooses benefits under the Plan which entail time off, his Plan account shall be charged with his salary and expenses during that time off.
- h) To encourage the selection of educational or professional development programmes, the Employer agrees to pay an additional two percent (2%) of base salary to supplement other benefit payments under the Plan which the professional employee chooses for education or professional development programmes. Such two percent (2%) shall be forfeited if it has not been claimed by the professional employee for educational or professional development purposes by the end of each calendar year.
- i) (1) In lieu of retroactivity for benefits under this Plan, the Employer shall credit each professional employee covered by the Plan with an additional ten percent (10%) of his base salary from April 1, 1974, to June 30, 1975.  
  
(2) A professional employee who has credits by reason of (1) above shall have the following options on July 1, 1975:-
  - (i) To retain part or all of his credits for use after January 1, 1976.
  - (ii) To use part or all of his credits in the form of vacation (limited by (f) above), monetary payment, or voluntary contributions to his superannuation plan.
  - (iii) A professional employee who terminates prior to July 1, 1975, or who commences employment after April 1, 1974, shall be entitled to (1) above on a pro-rata basis.



ARTICLE 12 - OPTIONAL SELECTION OF BENEFITS PLAN (cont'd)

- j) The Employer agrees that whenever a professional employee undertakes professional development other than that identified in Article 15, the following shall apply:-
- (1) The Employer agrees to sustain one-third (1/3) of the total cost of time and reasonable expenses associated therewith, on any matter approved by the Employer in the category of professional development, sabbatical leave, education or professional updating.
  - (2) When any of these items are being supported by the Employer under Clause 15.05(b), such support shall then apply to the two-thirds (2/3) of cost not covered.
- k) The list of benefits available under the Plan shall be compiled under the direction of the Joint Standing Committee. The Joint Standing Committee shall also draft guidelines for the effective implementation of the Plan. Such guidelines shall be included with the available benefits in Appendix "F".
- l) The Plan shall be effective on July 1, 1975, but with the exception of (i) above, credits under this plan may not be drawn until January 1, 1976.
- m) Professional employees not eligible for benefits under the Optional Selection of Benefits Plan by reason of (b) above shall be eligible for direct compensation for overtime, shift premium, call-out, work on statutory holidays, travel time, substitution, and standby at rates stipulated in this Agreement.
- n) Professional employees not eligible for benefits under the Plan by reason of (b) above shall receive an additional ten per cent (10%) of their base salary from April 1, 1974, to June 30, 1975, as retroactive compensation for those items listed in (a) above. Such a professional employee who terminates prior to July 1, 1975, or who commences employment after April 1, 1974, shall receive this retroactive payment on a pro-rata basis.



ARTICLE 13 - PROVISIONS FOR PROFESSIONAL EMPLOYEES NOT  
ENTITLED TO RECEIVE BENEFITS UNDER THE OPTIONAL  
SELECTION OF BENEFITS PLAN

13.01 Standby

Where regular professional employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated in the proportion of one (1) shift for each twenty-four (24) hours standing by (to be computed on a pro-rata basis). A professional employee designated for standby shall be available during the period of standby at a known telephone number. No standby payment shall be made if a professional employee is unable to be contacted or to report for duty when required. The provisions of this Clause do not apply to regular part-time professional employees who are not assigned a regular working schedule and who are normally required to work whenever called.

13.02

a) Shift Premium (Full-Time Professional Employees)

- (i) All hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive shall be considered a day shift.
- (ii) All hours worked on any shift which starts between 2 p.m. and 8:59 p.m. inclusive shall be considered a second shift.
- (iii) All hours worked on a shift which starts between 9 p.m. and 4:29 a.m. inclusive shall be considered a third shift.

Shift premiums shall be paid for all hours worked on a second or third shift. Shift premiums shall be:

25 cents per hour for second shift; and  
30 cents per hour for third shift.

Shift premiums will apply to overtime hours worked in conjunction with a shift.

b) Shift Premium (Part-Time Professional Employees)

A part-time professional employee will receive a shift premium of 25 cents per hour for all hours worked on any shift more than half of which is regularly scheduled between 6 p.m. and 6 a.m., except that a professional employee regularly scheduled to start between 10 p.m. and 2 a.m. will receive instead a shift premium of 30 cents per hour.

### 13.03 Overtime

- a) "Overtime" means work performed by a full-time professional employee in excess or outside of his regular scheduled hours of work.
- b) A professional employee who is required to work overtime shall be entitled to overtime compensation when -
  - (i) the overtime worked is authorized in advance by the Employer; and
  - (ii) the professional employee does not control the duration of the overtime worked.
- c) Professional employees shall record starting and finishing times for overtime worked in a form determined by the Employer.
- d) Overtime worked shall be compensated at the following rates:
  - (i) time and one-half for the first four (4) hours of overtime on a regularly scheduled workday; and
  - (ii) double time for hours worked in excess of (i); and
  - (iii) double time for all hours worked on a day of rest.

The compensation of overtime in (i) and (ii) above is to be on a daily basis and not cumulative.
- e) A professional employee who works on a designated holiday which is not a scheduled workday, shall receive his regular day's pay, and shall receive additional compensation at the rate of double time for all hours worked; except for Christmas Day and New Year's Day when the additional compensation shall be at the rate of double time and one-half for all hours worked.
- f) A professional employee on travel status who is required to travel on Government business outside his regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.
- g) A professional employee who is required to work a minimum of two and one-half (2 1/2) hours' overtime before or after but joined to his scheduled hours of work, shall be provided with a meal or shall be reimbursed in the amount of \$4.25. A meal break of one-half (1/2) hour with pay shall be given. This Clause shall not apply to a professional employee who is on travel status which entitles him to claim for lodging and/or meals.

- h) Part-time professional employees working less than the normal hours per day of a full-time professional employee, and who are required to work longer than their regular workday, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the workday, (seven (7) hours) for the full-time professional employee. Regular overtime rates shall apply after the normal hours in the work-day for the full-time professional employee and for all work performed on designated holidays and regular days of rest.

#### 13.04 Call-Out

A regular professional employee who is called back to work outside his regular working hours shall be compensated for a minimum of three (3) hours at appropriate overtime rates. He shall be compensated from the time he leaves his home to report for duty until the time he arrives back upon proceeding directly to and from work.

#### 13.05 Holiday Falling on a Scheduled Workday

- (a) A professional employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of double time for all hours worked, plus a day off in lieu of the holiday; except for Christmas Day and New Year's Day when the compensation shall be at the rate of double time and one-half for hours worked, plus a day off in lieu of the holiday. The day off in lieu shall not apply where the designated holidays are already built into the working schedule of the professional employee.
- (b) An auxiliary professional employee who works on a designated holiday to which he is not entitled shall be compensated at straight time rate for the normal working hours and thereafter at applicable overtime rates.

### ARTICLE 14 - HOURS OF WORK

#### Hours of Work

- 14.01 The parties agree that the hours of work for professional employees may be flexible. Subject to the requirements of the Public Service and the needs of the work units, the work week shall comprise thirty-five (35) hours and this may be achieved through averaging within a four (4) week period, and for part-time professional employees, on a pro-rata basis. The establishment of work schedules shall be a matter of mutual agreement between the Employer and the professional employees within the work unit.

#### 14.02 Shift Change

No professional employee shall be transferred from a regular day shift to any other shift without his consent, but such consent shall not be capriciously withheld. Subject to the foregoing, a professional employee shall have the right to refuse shift work unless the job description specifies shift work as a requirement.

## ARTICLE 15 - EDUCATION POLICY

### 15.01 Career Development

The Employer recognizes the obligation of providing a climate for a professional employee to improve his education level, to enhance the opportunities for internal promotion, and to enhance his job performance by being more qualified. The Association recognizes its obligation to assist and encourage the development of education courses so that professional employees may improve their technical and professional skills and knowledge. The Association further recognizes the obligation of a professional employee to avail himself of appropriate educational development opportunities with particular emphasis on professional updating opportunities offered through his licensing body.

### 15.02 Joint Education Committees

The Joint Standing Committee may set up subordinate Joint Education Committees on Departmental or professional lines to:

- a) Review existing education courses that are available to professional employees.
  - b) Recommend appropriate courses that may be made available to professional employees.
  - c) Recommend appropriate seminars, short and long duration courses as may be deemed advisable.
  - d) Recommend appropriate methods of administering in-house professional employee development courses and make recommendations regarding payment while attending such courses.
  - e) Develop recommendations to provide equalized opportunity for professional employees located in smaller communities in the Province of British Columbia.
  - f) Study and recommend the basis and conditions under which educational leave may be granted.
- 
- g) Review such other matters as it deems advisable and make recommendations to their principals.

#### 15.03 Professional Qualifications

It shall be a condition of continued professional employment that holders of baccalaureate or higher academic degrees in professional classifications must apply for enrollment in their appropriate professional licensing body by the thirtieth (30th) calendar day of continuous service.

#### 15.04 Formal Development Training

- a) Formal professional training programmes necessary to attain the desired upgrading, qualifications and development of the professional employee will be established by consultation and agreement between the Employer and the Association or the subsidiary group concerned, with review by both parties to determine where such training programmes may be inadequate, inappropriate or absent.
- b) When the Employer selects, as part of a programme of professional employee development, a professional employee for development training, he will receive full regular salary and the merit increments to which he is entitled, together with expenses and reimbursement of costs as provided in this Agreement. The Employer may select any professional employee at any time for such development training, subject only to the personal convenience of the professional employee concerned.

#### 15.05 Informal Development Training

Professional employees will be encouraged to take informal development programmes which will improve their qualifications, skills and services to the public. A professional employee may bring the value of such programmes to the attention of the Employer. Similarly, the Employer may bring the value of such programmes to the attention of the professional employee.

- a) The Employer may select any professional employee at any time for such development programmes, subject only to the personal convenience of the professional employee. When the Employer selects a professional employee for such development programmes, he will receive full regular salary and the increments to which he is entitled, together with expenses and reimbursement of costs as provided in this Agreement.
- b) When the professional employee is not selected by the Employer, he may still be allowed to attend such programmes. In such cases, the Employer may choose to defray a portion of the regular salary, costs and expenses, etc., thus incurred.

## ARTICLE 16 - EXCESSIVE OVERTIME

When a professional employee is required to work overtime which he may consider to be excessive or capable of being reduced by a rescheduling of duties in his work unit, he shall document his allegations through the Association, and the Association, upon investigation of the situation, may require the Employer to respond to the allegations and to indicate what plans have been made to correct the situation. In the case of a dispute arising out of this action by the Employer, the documentation from both parties shall be sent to the Joint Standing Committee for report and recommendation.

## ARTICLE 17 - DESIGNATED PAID HOLIDAYS

### 17.01 Paid Holidays

The following are designated as paid holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day recognized and proclaimed as a provincial, civic or federal holiday by the appropriate authority.

### 17.02 Holidays Falling on Saturday or Sunday

For professional employees whose work week is from Monday to Friday inclusive, when any paid holiday falls on a Saturday or Sunday, the Employer shall designate, at its option, either the preceding Friday or the following Monday to be observed as the paid holiday in question.

### 17.03 Holiday Falling on Day of Rest

Should a paid holiday fall on a professional employee's scheduled day of rest, the professional employee shall be granted another day off in lieu thereof, taken at a time mutually agreed to between the professional employee and his immediate supervisor.

### 17.04 Holiday Coinciding with a Day of Vacation

When any designated paid holiday falls within a professional employee's scheduled vacation, the professional employee shall be granted one (1) additional day's vacation at a mutually convenient time.



## ARTICLE 18 - ANNUAL VACATION

### 18.01 Entitlement

- a) With effect from January 1, 1975, the vacation entitlement of professional employees shall be twenty (20) working days per annum, except that effective January 1, 1976, a professional employee who has completed fifteen (15) years of continuous service shall be entitled to an additional vacation of five (5) working days per annum.
- b) Subject to Clause 18.04 of this Agreement, vacation entitlement under (a) above shall be taken in the calendar year in which it is earned.
- c) Any vacation entitlement accumulated, but not taken, by December 31, 1974, may be credited to the professional employee's Optional Selection of Benefits Plan account on the basis of two percent (2%) of his base salary for each five (5) days' vacation entitlement.

### 18.02 New Employees

Subject to Clause 18.03, a professional employee cannot take his earned vacation until after the completion of his first six (6) months of continuous employment.

### 18.03 Scheduled Vacations

- a) Subject to the requirements of the work unit as determined by the Employer and the professional employees concerned, all professional employees shall be entitled to take their complete vacation entitlement during the period from May 1st to September 30th inclusive, such period to be defined as "Prime Vacation Time".
- b) Subject to the foregoing, any professional employee may add any approved leave of absence without pay to his vacation entitlement.
- c) Subject to (a) above, each professional employee shall be entitled to his full vacation entitlement as provided in Clause 18.01 in one (1) unbroken period or, at his option, he may take his vacation in two (2) or more periods.
- d) Subject to (a) above, service seniority shall prevail in the choice of first vacation periods. Service seniority in the choice of second and subsequent vacation periods shall prevail only after all the first vacation periods have been selected in the work unit.



18.03 Scheduled Vacation (cont'd)

- e) Any professional employee transferred by the Employer for any reason shall maintain his vacation selection, and the vacation schedule of other professional employees in either his former or his new work unit shall not be affected by such transfer.

18.04 Vacation Carry-Over

A professional employee is entitled to carry over a maximum of five (5) days' vacation leave to the next calendar year. With the concurrence of the professional employee and the Department concerned, the provision of this clause may be varied.

18.05 Approved Leave of Absence With Pay During Vacation

Vacation Leave shall be extended by the amount of any authorized leave of absence with pay granted during the vacation.

18.06 Vacation Leave on Retirement

Subject to Clause 18.04, all earned, but unused, vacation entitlement prior to the actual date of retirement, shall be taken before the date of retirement or, the professional employee, may at his option, receive monetary payment for such outstanding entitlement upon retirement.

18.07 Accumulation

Vacation entitlement shall continue to accumulate during any leave of absence with pay and short-term leaves of absence without pay.

18.08 Call Back From Vacation

- a) 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 Employer.

#### 18.08 Call Back From Vacation (cont'd)

- b) Time necessary for travel in returning to his place of duty and returning again to the place from which he was recalled shall not be counted against his remaining vacation entitlement.
- c) In lieu of the provisions of (a) and (b) above, the professional employee so recalled from vacation may elect an additional vacation entitlement of five (5) working days. The Employer shall also reimburse any professional employee for unusual expenses incurred by the professional employee as a result of the early return from vacation.

#### 18.09 Termination Credits

A professional employee leaving the service of the Employer for any reason shall be paid for earned, but unused vacation. The Employer will make every effort to make this payment on the professional employee's last working day but in any case will not delay it beyond the time limitation imposed by the Payment of Wages Act.

#### 18.10 Death Credits

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

## ARTICLE 19 - SICK LEAVE

### 19.01 Entitlement

- a) A regular full-time professional employee shall earn sick leave credits at the rate of one and one-quarter (1¼) days for each month of service in which salary was received for at least ten (10) working days. Sick leave shall accumulate to a maximum of two hundred and fifty (250) working days. A part-time professional employee shall be entitled to the foregoing sick leave credits on a pro-rata basis. Where a professional employee is absent from work because of illness or injury, he shall be entitled to claim sick leave at his regular rate of pay for a maximum period equivalent to his accumulated sick leave credit.
- b) This Article shall remain in effect until modified or replaced by a Long-Term Disability Plan.
- c) The parties agree that the disposition of accumulated sick leave credits shall be determined in conjunction with, or immediately subsequent to, the implementation of a Long-Term Disability Plan.
- d) A professional employee may borrow against future earned sick leave in the event he suffers a serious long-term illness, provided that:
  - (i) a qualified medical practitioner certifies that the professional employee is seriously ill, and the nature of the illness is specified; and
  - (ii) borrowed sick leave credits are charged against future earned credits; and
  - (iii) the professional employee has successfully completed his initial probationary period of employment.

A professional employee will not be eligible to borrow sick leave as long as he has unexpended benefits under the Unemployment Insurance Sickness Benefit Plan. The borrowed sick leave entitlement shall be as follows:

- (i) professional employees with ten (10) years' continuous service or less - up to thirty (30) working days;
- (ii) professional employees with more than ten (10) years' but less than twenty (20) years' continuous service - up to forty-five (45) working days;
- (iii) professional employees with twenty (20) years' continuous service or more - up to sixty (60) working days.

## 19.02 Pre-Retirement Leave

A professional employee who is scheduled to retire and to receive a superannuation allowance under the Public Service Superannuation Act, or who has reached the mandatory retiring age, shall be entitled to:

- a) a special paid leave for a period equivalent to forty percent (40%) of his accumulated sick leave credit, to be taken immediately prior to retirement, or
- b) a special monetary payment of an amount equivalent to the cash value of forty percent (40%) of his accumulated sick leave credit, to be paid immediately prior to retirement and based upon his current base salary.

## ARTICLE 20 - SPECIAL AND OTHER LEAVES

### 20.01 Professional Leave

- a) Elected or appointed officials of the Association shall be given leave of absence without pay in order to attend short monthly special membership or Executive meetings of the Association(s). Every effort will be made by the Association(s) to provide the Employer with adequate advance notice of not less than twenty-four (24) hours.
- b) The Employer recognizes the value to it of active participation of the professional employee in the activities of his appropriate licensing body, and will not unreasonably withhold leave of absence for such participation. Such leave of absence will not entail any loss of the professional employee's regular salary.
- c) Leave of absence with pay may be granted to a professional employee to attend annual conferences of his appropriate licensing body.

### 20.02 Association Business or Public Duties

#### a) Leave Without Pay

- (i) The Employer recognizes that reasonable leave of absence without pay for a reasonable number of professional employees is essential to the conduct of Association business. The Employer will, consistent

20.02 Association Business or Public Duties (cont'd)

with operational requirements, grant such leaves of absence upon being given at least five (5) days' notice in writing. The Employer may waive any portion of the notice period. The professional employee on such leave of absence will retain all non-salary benefits.

- (ii) The Employer will, consistent with operational requirements, grant, on written request, leave of absence without pay for professional employees elected to a full-time position with the Association or any body with which the Association is affiliated, for a maximum period of five (5) years.
- (iii) The Employer will, consistent with operational requirements, grant leave of absence without pay to professional employees who are:
  - 1) Attending preparatory contract meetings;
  - 2) Attending Executive meetings not covered in 20.01(a) and conventions of the Association; ~~or~~
  - 3) Administering any other affairs of the Association.
- (iv) To facilitate the administration of (i) and (iii) above, when leave of absence without pay is granted, it shall be with pay, and the Association agrees to reimburse the Employer for the appropriate salary costs including travel time.

b) Leave with Pay

The Employer will grant leave with pay but without expenses:-

- (i) to a professional employee who is called by the Public Service Grievance Board or by the Employer to appear as a witness before the Public Service Grievance Board.
- (ii) to a professional employee called as a witness ~~by Arbitration proceedings.~~
- (iii) to a professional employee designated under Clause 2.06(a) when he is required to attend a meeting with the Employer concerning the presentation of a grievance.

20.02 Association Business or Public Duties (cont'd)

- (iv) to a professional employee required to attend joint Employer/employee meetings.

20.03 Leave for Court Appearances

- a) Leave of absence with pay shall be given to every professional employee, other than a professional employee already on leave of absence without pay or on education leave or under suspension, who is required:
  - 1) to serve on a jury, or
  - 2) by subpoena or summons to attend as a witness in any proceeding held:
    - (i) in or under the authority of a court of justice or before a grand jury;
    - (ii) before a court, judge, justice, magistrate or coroner;
    - (iii) before a legislative body or any committee thereof that is authorized by law to compel the attendance of the witnesses before it; or
    - (iv) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.
- b) A professional employee in receipt of his regular earnings while serving at court shall remit to the Employer all moneys paid to him by the court, except travelling and meal allowances not reimbursed by the Employer.
- c) Time spent at court by a professional employee in his official capacity shall be at his regular rate of pay.
- d) Time spent in court actions arising from employment, requiring attendance at court, shall be with pay.

20.03 Leave for Court Appearances (cont'd)

- e) In cases where a professional employee initiates action requiring a court appearance, such leave to attend at court shall be without pay.

20.04 Leave for Writing Examinations

The Employer will permit the professional employee leave of absence with pay to write any Employer-approved examinations.

20.05 Part-time Public Representation

a) Municipal and School Board Offices

A professional employee may seek election to municipal and school board offices provided that there is no conflict of interest and that the office does not affect the performance of his duties in the Public Service. Before professional employees may receive remuneration as municipal or school board officers, they must seek the approval of the Public Service Commission as provided in the Public Service Act.

b) Federal and Provincial Offices

There are no restrictions other than the oath of office on professional employees engaging in political activities on their own time as campaign workers. If a professional employee is nominated as a candidate for a Federal or Provincial election, the professional employee shall be granted leave without pay to engage in the election campaign. If elected, the professional employee shall be granted leave of absence. If not elected, the professional employee shall be allowed to return to his former or equivalent position.

20.06 Canadian Armed Forces

The parties agree that participation by a professional employee in activities associated with the Canadian Armed Forces as specified below shall be good cause for leave of absence:-

- a) Where a professional employee is required to take annual training with Her Majesty's reserve forces, a special leave without pay shall be granted. Where a professional employee takes training during his vacation leave, he shall, during such vacation leave, be paid his full remuneration from the Government in addition to any pay and allowances received from the reserve forces.



20.06 Canadian Armed Forces (cont'd)

- b) Where a professional employee makes application to attend as a delegate meetings of service associations related to Her Majesty's forces for the conference of the defence association, special leave without pay may be granted.
- c) Where a professional employee makes application to take a prescribed course of training for the purpose of qualifying for a higher rank in the reserve forces, special leave without pay may be granted upon reasonable advance notice to his supervisor.
- d) If a professional employee, who was granted leave of absence for the purpose of enlisting with the forces of the Crown, was discharged from the forces and immediately came under the jurisdiction of the Department of Veterans Affairs, his leave of absence will continue until his discharge from the care of the Department of Veterans Affairs.
- e) A professional employee shall be granted leave of absence without pay in order to serve with the Canadian Armed Forces on active duty for any period of less than six (6) months. He shall, upon return to the Public Service, assume his former position or equivalent in terms of classification, grade and step. Time spent on active duty shall be considered to have been spent in the Public Service in the calculation of any right or benefit for which seniority is a factor.

20.07 Emergency Service and Civil Defence Leave

- a) Leave of absence with pay shall be granted to every professional employee who is conscripted for emergency service. Where the professional employee receives remuneration for the emergency service, such remuneration shall be forwarded to the Employer.
- b) Leave of absence with pay shall be granted to a professional employee for the purpose of participating in Employer-approved civil defence training. Where the professional employee receives remuneration for the training, such remuneration shall be forwarded to the Employer.

20.08 Elections

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 a minimum of four (4) clear hours in which to vote at either end of the day when the polls are open.

#### 20.09 General Leave

- a) The Employer may grant leave of absence with or without pay for purposes other than those specified in this Agreement.
- b) The Employer will allow reasonable leave of absence with pay for compassionate reasons.
- c) A professional employee requesting leave of absence referred to in (a) or (b) above shall do so in writing stating his name, classification and position. Such application shall be in duplicate. When the leave is granted, the duplicate copy will be forwarded to the Association by the Employer.

#### 20.10 Extended Leave

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.

#### 20.11 Separation Leave

A professional employee, whose duties require him to remain on travel status or on allowances within British Columbia for a period of four (4) consecutive weeks or longer, shall be entitled to return to his headquarters, without loss of regular salary and at the Employer's expense, for four (4) consecutive days off (including Saturday and Sunday) at the end of each four (4) consecutive week period. Such days off may be banked upon mutual agreement between the professional employee and the Department concerned. The Employer shall have the right to determine the mode of travelling, and the maximum travelling time per trip shall not exceed one (1) working day. This Clause shall not apply to professional employees who are accompanied by their family whilst on such assignment.

#### 20.12 Penal Restrictions

Professional employees unable to attend work as a result of penal restrictions before trial, will be considered on leave of absence without pay until the decision of the Court is known. Thereafter, if found guilty and sentenced, the professional employee shall either continue on leave of absence without pay until the penal term is completed or be dismissed, depending upon whether or not the circumstances of conviction are directly related to his employment.

## 20.13 Special Licences

When the Employer or the appropriate licensing body requires a professional employee to obtain a certification or specialized licence due to changed requirements of his position, or to renew a licence requiring re-curring certification, the professional employee shall be permitted appropriate time off with pay and with expenses to meet the requirements of such certification or special licence.

## ARTICLE 21 - MATERNITY AND ADOPTION LEAVES

### 21.01 Maternity Leave

A professional employee shall be eligible for maternity leave upon completion of the initial probationary period.

A professional employee who qualifies for maternity leave shall notify the Employer of her pregnancy at least three (3) months prior to the expected date of delivery.

Upon the recommendation of a duly licensed medical practitioner, the Employer shall grant leave of absence without pay for such period before the expected date of birth as the professional employee may request, and, consistent with the provisions of the Act Respecting the Employment of Women before and after Childbirth, for such period after the date of birth as the professional employee may request up to a maximum of six (6) months.

### 21.02 Adoption Leave

Upon request, a professional employee shall be granted leave of absence without pay for a period of up to six (6) months for the purpose of adopting a child. The professional employee shall furnish proof of the adoption.

The Employer shall, upon request, grant reasonable time off with pay for the purpose of completing arrangements to adopt a child.

### 21.03 Seniority Rights on Re-Employment

- a) On return from maternity leave, a professional employee shall return to her former or equivalent position without loss of accumulated seniority. She shall provide the Employer with one (1) month's notice of the date of expected return to work.
- b) On return from adoption leave, a professional employee shall return to his former or equivalent position without loss of accumulated seniority. He shall provide the Employer with one (1) month's notice of expected return to work.

#### 21.04 Medical Plan, Etc., Coverage

If a professional employee wishes to maintain coverage for medical, extended health, dental and group life insurance while on maternity or adoption leave, the Employer agrees to pay the Employer's share of the premiums. Should the professional employee subsequently fail to return to work, the Employer will recover such contributions from the professional employee.

### ARTICLE 22 - SAFETY AND HEALTH

#### 22.01 Safety Committee

The Employer and the Association agree to establish a Joint Safety Committee consisting of three (3) representatives from each party, together with a mutually acceptable Chairman. Its 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.

#### 22.02 Unsafe Working Conditions

- a) Professional employees shall be recognized by the Employer to have the competence to determine what constitutes unsafe working conditions within their discipline. No professional employee shall be disciplined for refusal to work in a situation which he has deemed unsafe beyond the reasonable requirements of his job.
- b) Where the Employer disagrees with the assessment of unsafe work conditions made by the professional employee, the Employer will attempt to resolve the question with the Association. In the event that the parties fail to agree on a mutually satisfactory solution, either party may refer the question to arbitration as provided for in Article 8.

### ARTICLE 23 - TECHNOLOGICAL CHANGE

The procedures to be followed by the Employer and the Association concerning technological change shall be in accordance with the Public Service Labour Relations Act.

### ARTICLE 24 - CONTRACTING OUT

The Employer and the Association share a common desire to afford the broadest possible opportunity for professional development to professional employees. To this end, opportunities for professional development afforded by project or duration work shall be offered to professional employees to the greatest extent possible, recognizing that some measure of redeployment of the professional work force may be involved. To the same end, the Employer will, to the greatest degree

ARTICLE 24 - CONTRACTING OUT (cont'd)

practicable, minimize the contracting out of work requiring services normally provided by professional employees.

The Association agrees that it shall be the responsibility of the professional employee to bring to the attention of the Employer's representative responsible for such project or duration work the professional expertise available to meet the needs of such work, and further to propose reasonable alternatives for deployment of the professional work force where such is necessary.

ARTICLE 25 - HEALTH AND WELFARE

25.01 Basic Medical Insurance

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

25.02 Extended Health Care and Dental Plans

The Employer shall pay for extended health care and dental plan coverage for regular professional employees and their dependents under a plan agreed to by the parties and providing fifty per cent (50%) coverage for types "A", "B" and "C" dental work, subject to the agreement of the carrier.

25.03 Contributions

The Employer monthly contribution for extended health care benefits shall be \$1.50 per regular professional employee registered in the Plan. The Employer monthly contributions for dental benefits for those professional employees registered in the dental plan shall be:-

\$3.00 - single professional employee;  
\$6.00 - couple; and  
\$10.00 - family.

Subject only to the agreement of the carrier, the effective date for the Employer contributions to these plans shall be October 1, 1974. The contributions mentioned in this Clause shall stand until December 31, 1975. After that time, if necessary, the Employer agrees to increase the monthly contributions to compensate for any increase in cost required to maintain the level of benefits stipulated in Clause 25.02.

25.04 Group Life, Long-Term Disability and Weekly Indemnity Insurance

a) Group life insurance shall continue to be provided for all regular professional employees under the terms of

25.04 Group Life, Long-Term Disability  
and Weekly Indemnity Insurance (cont'd)

the policies now in force, or until replaced by an alternative programme acceptable to both parties. The parties agree to a joint review of this programme during the life of this Agreement.

- b) The Employer and the Association agree to establish a joint committee to study the provisions of a mutually acceptable plan to cover group life, long-term disability and weekly indemnity insurance. The joint Committee shall submit its report and recommendations as soon as possible.

25.05 Workers' Compensation Act

- a) Where a professional employee is on a claim recognized by the Workers' Compensation Board, the professional employee shall be entitled to leave, at his regular rate of pay, up to a maximum of one hundred and twenty-six (126) calendar days for any one claim.
- b) Where a professional employee elects to claim leave with pay under this Clause, the compensation payable by the Workers' Compensation Board shall be remitted to the Employer.

ARTICLE 26 - WORK CLOTHING

- a) Where the nature of the duties or the Employer requires a professional employee to wear a uniform, or special or protective clothing, or special equipment, the Employer shall be responsible for its provision, replacement, cleaning and/or laundering.
- b) Uniforms and special or protective clothing shall be of a quality, style, material and appropriateness which is mutually acceptable to the Employer and to the group of professional employees concerned.
- c) In instances where the chattels are of a nature that they cannot be retained by the Employer for use by another professional employee, the Employer may require the professional employee concerned to pay some portion of the cost if he leaves the position after a short period of employment in that position.
- d) Differences under this Article shall be referred to the Joint Standing Committee for settlement recommendations.

ARTICLE 27 - PAYMENT OF SALARIES AND ALLOWANCES

27.01 Salaries

Professional employee salary schedules are included in the Subsidiary Agreements, and form part of this Agreement.



## 27.02 Pay Period

- a) A professional employee shall be paid semi-monthly with pay days being the 15th and the last day of each month. A monthly statement shall be given to the professional employee at the end of the month showing his period worked, salary earned and all deductions therefrom.

The Employer agrees to make every effort during the term of this Agreement to establish a system which will permit the payment of wages and salaries on alternate Fridays and to establish a system to deposit the whole salary in one of the following:-

- (i) A British Columbia Credit Union;
- (ii) A Chartered Bank; or
- (iii) A Registered Trust Company.

- b) Professional employees working other than full-time shall 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.

## 27.03 Increment Dates

- a) Merit increases within the salary range for each classification shall become effective on the first day of April or 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 appointment falls between July 1st and December 31st, the date of the appropriate merit increase shall be October 1st.
- b) All professional employees shall be entitled to an annual merit increase within the salary range for the classification. In cases where the Employer withholds the merit increase the professional employee concerned shall be notified in writing of such action at least two (2) weeks prior to April 1st or October 1st, as the case may be, including 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 (2) 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 7 against the withholding of his merit increase, and the onus of providing that the merit increase should be withheld shall fall upon the Employer.



27.03 Increment Dates (cont'd)

- c) When a professional employee returns to active employment with the Employer after a leave of absence without pay, the effective date of his next merit increase shall be no later than twelve (12) months following the professional employee's return to active employment.

27.04 Substitution Pay

- a) Professional employees eligible for benefits under the Optional Selection of Benefits Plan shall not be entitled to receive substitution pay if the period of substitution on each occasion lasts for thirty (30) consecutive working days or less. Where the period of substitution lasts for more than thirty (30) consecutive working days, such a professional employee shall be entitled to receive substitution pay for the entire period of substitution.
- b) Professional employees not eligible for benefits under the Optional Selection of Benefits Plan shall not be entitled to receive substitution pay if the period of substitution on each occasion lasts for less than one (1) working day. Where the period of substitution lasts for one (1) working day or more, such a professional employee shall be entitled to receive substitution pay for the entire period of substitution.
- c) Substitution pay is not payable when a professional employee has not been designated by the Deputy Minister or his designate to substitute.
- d) Substitution pay is not payable where a professional employee's current position normally requires periodic substitution in a higher position as defined in his job description. Where such a professional employee documents that the number and/or duration of such substitutions are excessive, he may, through the Association, request the Joint Standing Committee to consider recommending appropriate compensation.
- e) Where substitution pay is payable, it shall be calculated as follows:-

- 
- (i) In the case of a single salary for the higher paying position, that salary shall apply.
  - (ii) In the case of a salary range for the higher paying position, the minimum salary for that position or the step of that range which is at least eight per cent (8%) above the the present salary of the relieving employee, whichever is greater, shall apply. In no case, however, shall the rate of substitution pay exceed the maximum step of the range for the substituted position.

#### 27.05 Salary on Promotion or Position Reclassification

When a professional employee obtains a position of higher classification through promotion or position reclassification, the professional employee will receive the appropriate rate of pay for the position if a single rate; or, in the case of a position with a salary range, will receive either the step which is at least eight per cent (8%) above his former salary or the minimum salary of the new range, whichever is greater, but not above the maximum step of the range for the new position. The new salary will become effective upon assumption of new duties, or thirty (30) calendar days after selection by the panel, whichever is earlier, except for those positions which are posted with a specified starting date, in which case that date will apply.

#### 27.06 Rates of Pay Calculations

The formula for arriving at daily and monthly rates of pay is:

- a) Annual basic salary divided by twelve (12) (monthly rate), then by 21.75 for daily rate;
- b) Annual basic salary divided by twelve (12) then by 152.25 for hourly rate.

#### 27.07 Travel Expenses Advance

- a) The Employer shall provide an advance for travel expenses for professional employees who travel with some degree of frequency. This advance shall not exceed \$750 and the amount shall depend on such factors as the turn-around time between the submission of expense claims and the receipt of reimbursement. The travel expenses advance may be retained by the professional employee until either he resigns or he is no longer required to travel frequently. In either case, he shall repay the advance.
- b) When required to travel on Government business outside of British Columbia, the professional employee shall be entitled to an appropriate temporary advance.
- c) When a professional employee who does not travel with any degree of frequency applies for an advance of travel expenses, an advance to a maximum of \$500 shall be provided.
- d) The advance(s) referred to in (b) and (c) above shall be accounted for or repaid upon return to headquarters.

## 27.08 Travel and General Expenses

Following the execution of this Agreement, the Joint Standing Committee shall examine and report to the parties on the appropriate resolution of travel and general expenses, not later than October 1, 1975.

Travel expenses shall include mileage allowances, meal allowance entitlements and accomodation rates; and general expenses shall include telephone calls, laundry service, and valet service, while on the Employer's business.

Pending the report of the Joint Standing Committee to the parties and subsequent action of the parties, relevant practices current at the signing of this Agreement shall be continued and amended only as mutually agreed to by the parties.

## 27.09 Isolation Allowance

- a) An isolation allowance shall be paid to each eligible professional employee. The basis of payment shall be in accordance with the formula as shown in Appendix "G". Payment of the allowance shall be \$4.00 per point per month.
- b) A sub-committee of the Joint Standing Committee shall be established following the execution of this Agreement to determine changes to Appendix "G" that may be deemed necessary by both parties.
- c) A professional employee, who qualifies for an isolation allowance under the existing policies but who does not qualify under (a) above, shall retain the existing allowance so long as he remains in the same location. However, no new professional employee shall be eligible for any isolation allowance except as provided in (a) above.

## 27.10 Cost of Living Adjustment

- a) For the purpose of this Agreement:

- (i) "Consumer Price Index" refers to the "Consumer Price Index - Vancouver" all items (1961=100) published by Statistics Canada.
- (ii) "Consumer Price Index Base" refers to the ~~Consumer Price Index for the month previous~~ to the relevant six (6) months calculation period.

- b) Effective January 1, 1976, a Cost of Living Adjustment equal to one per cent (1%) of the December, 1975, base salary for each one per cent (1%) increase in the Consumer Price Index for the six (6) month period preceding the date of the adjustment shall be added to and form part of the base rates of pay for all professional employees.

- c) Effective July 1, 1976, another Cost of Living Adjustment equal to one percent (1%) of the June, 1976 base salary for each one percent (1%) increase in the Consumer Price Index for the six (6) month period preceding the date of the adjustment shall be added to and form part of the base rates of pay for all professional employees.
- d) Any fraction of a percent increase in the Consumer Price Index shall be calculated on a pro-rata basis.
- e) Should the Consumer Price Index in its present form and on the same basis as the Consumer Price Index Base become unavailable, the parties shall attempt to adjust this Clause or, if agreement is not reached, request Statistics Canada to provide the appropriate conversion or adjustment which shall be applicable as of the appropriate adjustment date.
- f) In the event Statistics Canada does not issue the Consumer Price Index on or before the applicable adjustment date, any adjustment required will be made at the beginning of the first pay period after publication of the Consumer Price Index, retroactive to the applicable adjustment date. No adjustment shall be made because of any revision which may later be made because of any revision which may later be made in the published Consumer Price Index. If the Consumer Price Index falls below the Consumer Price Index Base, there shall be no adjustment.

#### 27.11 Conferences and Meetings

- a) When the Employer instructs a professional employee who is covered by the Optional Selection of Benefits Plan, to attend a conference or convention in connection with his duties, he shall be deemed to be on duty and shall be entitled to the protection and all the provisions of this Agreement.
- b) When the Employer instructs a professional employee, who is not covered by the Optional Selection of Benefits Plan, to attend a conference or convention in connection with his duties, he shall be deemed to be on duty and shall be entitled to the protection and all the provisions of this Agreement except for Article 13.
- c) When the Employer instructs a professional employee to attend a meeting in connection with his duties, he shall be deemed to be on duty and shall be entitled to the protection and all the provisions of this Agreement.

#### 27.11 Conferences and Meetings (cont'd)

- d) When a professional employee is so instructed in accordance with (a), (b) or (c) above, he may claim, in addition to allowances provided elsewhere in this Agreement, reasonable additional expenses to cover extra costs, which he incurs, due to the nature and location of the conference, convention or meeting.
- e) When a professional employee is so instructed in accordance with (a) or (b) above, he shall be reimbursed for all registration or conference fees as supported by receipts.

#### 27.12 Relocation Advance

The professional employee, at his option, may apply for an advance for relocation expenses up to a maximum of \$1,000. Such advance shall be accounted for or repaid upon completion of the relocation.

#### 27.13 Relocation Expenses

- a) Following the execution of this Agreement, the Joint Standing Committee shall examine and report to the parties on the appropriate resolution of relocation expenses, (including family visits during enforced separation while relocating), not later than October 1, 1975. Such resolution may include the retro-active application of new provisions on relocation expenses.
- b) The Employer agrees that a professional employee shall suffer no economic loss as a result of a relocation in consideration of the following items:
  - (i) Actual moving costs - personal effects and family.
  - (ii) Real estate fees up to a maximum of \$2,000.
  - (iii) Land registry and legal fees.

When there is a discrepancy between current practices and such costs, the professional employee shall submit his case to the Joint Standing Committee for consideration. Such consideration may take the form of an interim settlement with the professional employee and/or retroactive application of any policy implemented as a result of the Committee report.

#### 27.14 Payment to Dependents on Death

- a) If a 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 professional employee's estate in a manner to be determined by the estate.

27.14 Payment to Dependents on Death (cont'd)

- b) Where a professional employee dies while in the Public Service, the following amounts shall be paid to the dependent or dependents, to be determined by the Public Service Commission, of the professional employee:
- (i) If the professional employee has completed one (1) continuous year in the Public Service, one (1) month's salary;
  - (ii) If the professional employee has completed two (2) continuous years in the Public Service, two (2) months' salary;
  - (iii) If the professional employee has completed three (3) continuous years in the Public Service, three (3) months' salary;
  - (iv) If the professional employee has completed four (4) continuous years in the Public Service, four (4) months' salary;
  - (v) If the professional employee has completed five (5) continuous years in the Public Service, five (5) months' salary;
  - (vi) If the professional employee has completed six (6) or more continuous years in the Public Service, six (6) months' salary.

27.15 Retirement Allowance

Upon retirement from the Public Service, a professional employee who has completed twenty (20) years of continuous service and who, under provisions of the Public Service Superannuation Act, is entitled to receive a superannuation allowance on such retirement, is entitled to an amount to be paid out of the Consolidated Revenue Fund equal to his salary for one (1) month, and, for each full year of service exceeding twenty (20) years but not exceeding thirty (30) years, is entitled to an additional amount equal to one-fifth (1/5) of his monthly salary.



## ARTICLE 28 - CLASSIFICATION & RECLASSIFICATION

### 28.01 Classification Specification

- a) The system of professional classification used by the Public Service Commission and known as the Public Service Classification is subject to negotiations between the parties; the application of the system is not negotiable but is subject to grievance through the Public Service Grievance Board.
- b) The Employer shall provide to the Association, upon written request, any available 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.

### 28.02 Job Evaluation

Upon completion of negotiations, including both the Master and Subsidiary Agreements, the Employer agrees to enter into joint discussions with the Association in conjunction with its occupational groups with the objective of developing mutually acceptable procedures necessary to compile an inventory of professional responsibilities together with the knowledge and skills possessed by the professional employees in the bargaining unit. Without limiting these procedures, an attempt will be made to include personal interviews with all or a very substantial number of the professional employees in each occupation and/or class and grade thereof.

The parties agree that the resulting information will be used as follows:-

- a) To assist in the most appropriate deployment of professional skills and knowledge so as:
  - (i) to enhance the productivity and effectiveness of professional employees through the delegation of some of their non-professional duties and responsibilities to suitably qualified staff;
  - (ii) to create opportunities for satisfying professional careers in the Public Service; and
  - (iii) to thereby create an environment within which the Employer's business may be structured with the objective of assuring the best service to the public.



## 28.02 Job Evaluation (cont'd)

- b) To develop procedures for ranking professional positions in relation to other positions within the same professional occupation (system of classification) based on current and/or amended duties, responsibilities and any other pertinent and mutually agreeable factors.

The parties agree that as soon as possible (Joint Committee - Job Evaluation) a description will be prepared for each professional position within the bargaining unit stating:

- (i) the function of the position;
  - (ii) the principal duties and responsibilities involved;
  - (iii) the skills, knowledge and personal attributes required to fill the position;  
and
  - (iv) the qualifications required.
- c) To state the ranking of the position in relation to other positions within the same professional occupation using the procedures developed in accordance with (b) above. It is agreed that disputes arising from all the above procedures shall be referred to the grievance procedure in this Agreement for resolution.

The parties agree that the role of the Joint Job Evaluation Committee will be broad in scope of studies of procedures for ranking professional positions, but shall not include any matter of salary determination. Salary ranges for all professional positions are matters for negotiation leading to or altering Subsidiary Agreements applying to agreed occupational groups.

## 28.03 Change in Duties

- a) When a professional employee believes that he is improperly classified with respect to his position, he shall be free to discuss his classification with his immediate supervisor and shall, upon request, be furnished with a written statement of the duties and qualifications of his position.
- b) When the professional employee's immediate supervisor is in the bargaining unit and disagrees that a position classification review is warranted, or when his immediate supervisor is outside of the bargaining unit, the professional employee shall have the right to request that a review of his position classification be carried out by the Public Service Commission.

#### 28.03 Change in Duties (cont'd)

Upon request, a professional employee shall be entitled to receive a full explanation of the decision of the Public Service Commission. The professional employee shall have the right to appeal the decision of the Public Service Commission to the Public Service Grievance Board in accordance with the time limits and procedures established by that Board.

- c) When the professional employee's immediate supervisor is in the bargaining unit and agrees that a position classification review is warranted, the review will be carried out by the Public Service Commission, as provided in (b) above.

#### 28.04 Redundant Positions

The parties recognize that due to the changing needs and requirements of society and to the provision of service to the public, position classifications and positions may be added to, changed or deleted from time to time. The Employer agrees to prior discussions of such alterations with the Association and the professional employees concerned. If, as a result of such alterations, the services of a professional employee are no longer required in his current capacity, the parties agree to the following procedures:

- (a) Every effort will be made to place the affected professional employee in an acceptable alternate professional position within the Public Service and within his current professional expertise.
- (b) Where the professional employee is under fifty (50) years of age, and he wishes to remain in the Public Service, job retraining shall be made available to him in a subject area selected by him, provided only that the Employer will offer him employment in that subject area. The Employer agrees to maintain the current salary level during such retraining programme and to pay all related costs.
- (c) Where the professional employee is between fifty (50) and sixty (60) years of age, and he considers that the alternate position offered under (a) above or retraining offered under (b) above, is inappropriate to his circumstances, he may place his case before the Compassionate Committee. The Committee may recommend either other appropriate procedures to assure a continued, worthwhile and productive career for the professional employee, or such monetary settlement as appropriately reflects the circumstances and employment longevity for the professional employee.

28.04 Redundant Positions (cont'd)

- d) Where the professional employee is over sixty (60) years of age, the circumstances of his case shall be placed before the Compassionate Committee, which Committee shall render a recommendation which best meets the needs and requirements of both the affected professional employee and the Employer. The Employer agrees to respond to such a recommendation under Section 23 of the Public Service Act.

28.05 Classification Appeal

In the case of an appeal arising from a dispute in a professional employee's classification, the professional employee concerned shall, upon request, receive from the Public Service Commission a statement outlining the reasons for the decision and any other relevant information within forty-five (45) days of the date on which the request was first received by the Public Service Commission.

ARTICLE 29 - AUXILIARY PROFESSIONAL EMPLOYEES

- a) Auxiliary professional employees shall not be covered by provisions of the following Articles of this Agreement:
  - (i) Article 10 - Seniority
  - (ii) Article 12 - Optional Selection of Benefits Plan
  - (iii) Article 15 - Education Policy
  - (iv) Article 17 - Designated Paid Holidays
  - (v) Article 18 - Annual Vacation
  - (vi) Article 19 - Sick Leave
  - (vii) Article 20 - Special and Other Leaves
  - (viii) Article 21 - Maternity and Adoption Leaves
  - (ix) Article 25 - Health and Welfare
- b) In lieu of Article 10, Auxiliary professional employees shall be advised of the expected duration of employment. If an auxiliary professional employee works continuously, whether part- or full-time, for two (2) years or more, his service will be recognized in accordance with Clause 11.04 of this Agreement for the purpose of applying for a regular position. Such recognition shall be on a pro-rata basis for part-time auxiliary professional employees.
- c) In lieu of Article 17, auxiliary professional employees who work the day before and the day after a designated paid holiday, or who have worked fifteen (15) of the previous thirty (30) calendar days, shall be entitled to that holiday.

## ARTICLE 29 - AUXILIARY PROFESSIONAL EMPLOYEES (cont'd)

- d) In lieu of Article 18, auxiliary professional employees shall be entitled to receive an annual vacation pay at the rate of six percent (6%) of their base salary. They shall receive such vacation pay upon termination, or at the time of taking their vacation, or at December 31st of the year in which the vacation was earned, whichever occurs first.
- e) (i) In lieu of Articles 19, 21 and 25, auxiliary professional employees shall receive compensation of \$2 per working day.
- (ii) Auxiliary professional employees who have accrued sick leave on the effective date of this Agreement shall be permitted to retain their accrual and draw upon it in accordance with Article 19.
- (iii) Auxiliary professional employees, who are presently enrolled in the Public Service Medical Plan and with whom the Employer is sharing the cost of the Plan, may maintain such coverage and sharing of cost while still in the Employer's service. This provision shall cease if the auxiliary professional employee is terminated, irrespective of any future re-employment.

## ARTICLE 30 - GENERAL

### 30.01 Copies of Agreement

The Employer agrees to provide and to pay the cost of copies of this Agreement as printed upon the conclusion of negotiations of this Agreement, at a printer to be selected by mutual agreement, in such quantity as to provide one (1) copy of the Agreement to each professional employee, and to supply the Association with additional copies of the Agreement as requested, which shall be understood to include all appendices, etc. The Employer further agrees to provide each new professional employee with a copy of the Agreement at his date of hire.

### 30.02 Information - Superannuation

The Employer agrees to furnish the Association with all available data relating to the Public Service Superannuation Plan, age distribution, service data and actuarial experience. The Employer agrees to review a written proposal from the Association regarding improved benefits which may be enacted under the Public Service Superannuation Act. Such proposals will be conveyed to the appropriate Minister with such recommendations, if any, that the Employer deems advisable.

### 30.03 Portability of Benefits

- a) Should a professional employee transfer to a British Columbia Crown Corporation or another British Columbia Government Agency, and subsequently return to the service of the Employer, the professional employee shall retain his seniority-related benefits with the Employer (together with such additional seniority-related benefits that would have been earned had he remained in the service of the Employer during the period of his employment by the Crown Corporation or Government Agency), providing he had retained his pension contributions intact and has participated in a pension plan with reciprocal arrangements with the Public Service Superannuation Act.
- b) The Public Service Commission will make representations to the Treasury Board or an appropriate corporation or agency of the Crown to provide for reciprocal seniority- and service-related benefit arrangements between the Government and its corporations and agencies, as these arrangements may apply to professional employees. When these representations result in possible changes in working conditions as contained in this Agreement, such changes may only be implemented upon agreement between the Employer and the Association.

## ARTICLE 31 - TERM OF AGREEMENT

### 31.01 Duration

- a) Except where otherwise stated in individual Clauses and where specifically provided for in Appendix "H", all other Clauses of this Agreement shall come into effect as of January 1, 1975. All Clauses shall remain in effect until midnight, December 31, 1976. All terms and provisions of this Agreement, however, shall remain in full force and effect until a new or amended agreement comes into force.
- b) Regular full-time professional employees shall be eligible for a special payment of \$500 in total, in lieu of retroactive benefits in this Agreement, provided they have been on staff from April 1, 1974, through December 31, 1974.
- c) Other professional employees who do not qualify under (b) above, shall receive a bonus at the rate of \$40 per month, on a pro-rata basis, for the period April 1, 1974, through December 31, 1974.

### 31.02 Notice to Bargain

- a) Either party may give notice to the other party not more than one hundred and twenty (120) calendar days and not less than ninety (90) calendar days next preceding the expiry or termination of this Agreement, by written notice, requiring the other party to commence collective bargaining with a view to the renewal or revision of the Agreement or the conclusion of a new Agreement.
- b) Where no notice is given under (a) above by either party ninety (90) calendar days or more prior to the expiry or termination of this Agreement, both parties shall be deemed to have been given notice under (a) above, and thereupon collective bargaining shall commence under the terms of Clause 31.03 below.

### 31.03 Commencement of Bargaining

Where a party to this Agreement has given notice under Clause 31.02 above, the parties shall, without delay, but in any case within fourteen (14) clear calendar days after notice was given, or within such a period as the parties may agree, meet and commence to bargain collectively with each other and shall make every reasonable effort to conclude the renewal or revision of this Agreement or a new agreement.

### 31.04 Changes in Agreement

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

### 31.05 Pre-Agreement Conditions and Benefits

- a) The parties recognize that there may have been extenuating circumstances which may have led the Employer to accept the need to provide benefits to a professional employee consistent with these unique circumstances. Such provisions shall not be cited as precedent by the Association, and in turn the Employer agrees that where the Employer amends such benefits and the affected professional employee deems these amendments to be injurious to him and provided that the benefits amended were not in conflict with the content or spirit of this Agreement, the issue shall be referred to the Joint Standing Committee which shall make a majority and binding decision on the matter so referred within one hundred and twenty (120) calendar days of the date of referral.
- b) Where there is disagreement between the parties as to whether a pre-Agreement condition is in conflict with this Agreement, the Joint Standing Committee shall resolve the dispute.



31.06 Future Negotiations

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".

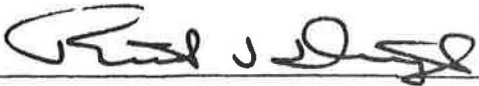
31.07 Expiry Date of Subsidiary (Component) Agreements

All terms and provisions of all Subsidiary (Component) Agreements shall remain in effect until midnight, December 31, 1976.

Signed on behalf of  
the Association by:



R. D. Waterfield, President,  
British Columbia Government Pro-  
fessional Employees' Association



R. J. Driedger, Vice-President,  
British Columbia Government Pro-  
fessional Employees' Association

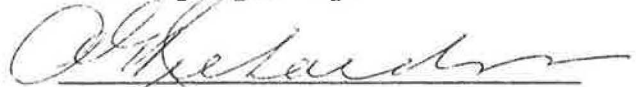


D. R. Parkes, Chairman,  
Master Agreement Negotiating Com-  
mittee, British Columbia Government  
Professional Employees' Association



I. G. Holter, Executive Director,  
British Columbia Government Pro-  
fessional Employees' Association

Signed on behalf of  
the Employer by:



A. G. Richardson, Chairman,  
Public Service Commission



R. D. Higgins, Commissioner,  
Public Service Commission



C. E. Perry, Commissioner,  
Public Service Commission

Dated: June 20, 1975.



## MEMORANDUM OF UNDERSTANDING

between the

PUBLIC SERVICE COMMISSION

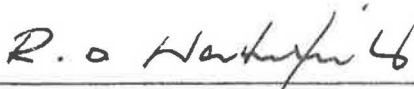
and the

BRITISH COLUMBIA GOVERNMENT PROFESSIONAL EMPLOYEES' ASSOCIATION

Program Managers

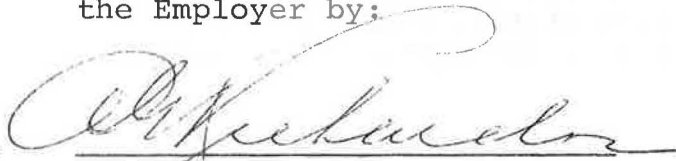
This Memorandum is to record the understanding of the parties to this Agreement that the acceptance by the Commission and the Association of certain Program Managers as negotiated exclusions does not prejudice either the Commission's or the Association's right to raise the matter of the exclusion of Program Managers from the bargaining unit at a future date. In other words, neither party shall cite the exclusion of Program Managers (as listed in Appendix "B" to this Agreement) as a precedent affecting the future placement of the Program Managers series in any bargaining unit.

Signed on behalf of  
the Association by:

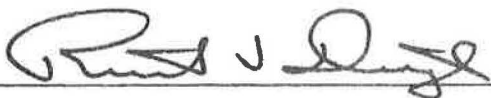


R.D. Waterfield, President,  
British Columbia Government Professional Employees' Association

Signed on behalf of  
the Employer by:



A. G. Richardson, Chairman  
Public Service Commission



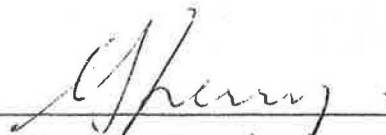
R.J. Driedger, Vice-President,  
British Columbia Government Professional Employees' Association



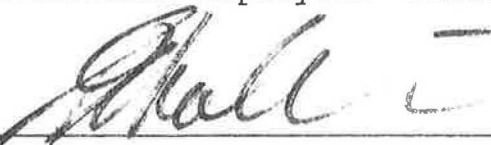
R. D. Higgins, Commissioner,  
Public Service Commission



D.R. Parkes, Chairman,  
Master Agreement Negotiating Committee,  
British Columbia Government Professional Employees' Association



C. E. Perry, Commissioner,  
Public Service Commission



I.G. Holter, Executive Director,  
British Columbia Government Professional Employees' Association

Dated: June 20, 1975.

## MEMORANDUM OF UNDERSTANDING

between the

PUBLIC SERVICE COMMISSION

and the

BRITISH COLUMBIA GOVERNMENT PROFESSIONAL EMPLOYEES' ASSOCIATION

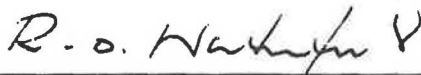
Public Service Grievance Board

The parties to this Agreement agree that the following matters shall be dealt with as grievances by the Public Service Grievance Board: -

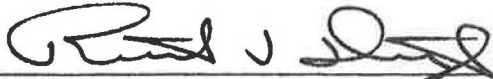
1. Differences between the parties respecting the establishment, elimination or change of a job classification within the bargaining unit.
2. Alleged arbitrary and unfair treatment of a professional employee by the Employer.

The parties further agree that pending the establishment of the Public Service Grievance Board, (2) above shall be dealt with as grievances under the grievance procedure stipulated in this Agreement.

Signed on behalf of  
the Association by:



R.D. Waterfield, President,  
British Columbia Government Professional Employees' Association



R.J. Driedger, Vice-President,  
British Columbia Government Professional Employees' Association



D.R. Parkes, Chairman,  
Master Agreement Negotiating Committee,  
British Columbia Government Professional Employees' Association

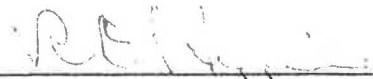


I.G. Holter, Executive Director,  
British Columbia Government Professional Employees' Association

Signed on behalf of the  
Employer by:



A. G. Richardson, Chairman,  
Public Service Commission



R. D. Higgins, Commissioner,  
Public Service Commission



C. E. Perry, Commissioner,  
Public Service Commission

Dated: June 20, 1975.

## MEMORANDUM OF UNDERSTANDING

between the

PUBLIC SERVICE COMMISSION

and the

BRITISH COLUMBIA GOVERNMENT PROFESSIONAL EMPLOYEES' ASSOCIATION

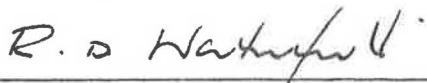
Optional Selection of Benefits Plan

The Association understands and agrees that as a result of the introduction of the Optional Selection of Benefits Plan, the Employer shall have the right to re-arrange the workload of professional employees covered by the Plan with a view to:

1. Ensuring that the work for which the Plan compensates is carried out; and
2. Enabling an equitable distribution of such work insofar as operational requirements permit.

The Employer agrees that it is not the intent of the Memorandum that work normally performed by non-professional employees will be assigned to professional employees.

Signed on behalf of  
the Association by:



R.D. Waterfield, President,  
British Columbia Government Professional Employees' Association

Signed on behalf of  
the Employer by:



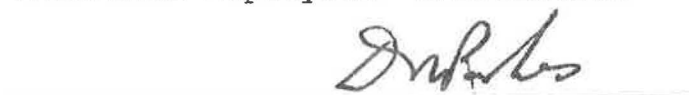
A. G. Richardson, Chairman,  
Public Service Commission




R.J. Driedger, Vice-President,  
British Columbia Government Professional Employees' Association



R. D. Higgins, Commissioner,  
Public Service Commission



D.R. Parkes, Chairman,  
Master Agreement Negotiating Committee,  
British Columbia Government Professional Employees' Association



C. E. Perry, Commissioner,  
Public Service Commission



I.G. Holter, Executive Director,  
British Columbia Government Professional Employees' Association

Dated: June 20, 1975

## MEMORANDUM OF UNDERSTANDING

between the

PUBLIC SERVICE COMMISSION

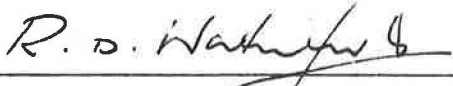
and the

BRITISH COLUMBIA GOVERNMENT PROFESSIONAL EMPLOYEES' ASSOCIATION

Pre-Licensed or Equivalent Positions

The parties to this Agreement agree that the Joint Standing Committee shall have the authority to determine what constitutes a pre-licensed or equivalent position, as described in Article 12 (b) (ii), for each profession within the bargaining unit.

Signed on behalf of  
the Association by:



R.D. Waterfield, President,  
British Columbia Government Professional Employees' Association

Signed on behalf of  
the Employer by:



A. G. Richardson, Chairman,  
Public Service Commission



R.J. Driedger, Vice-President,  
British Columbia Government Professional Employees' Association



R. D. Higgins, Commissioner,  
Public Service Commission



D.R. Parkes, Chairman,  
Master Agreement Negotiating Committee,  
British Columbia Government Professional Employees' Association



C. E. Perry, Commissioner,  
Public Service Commission



I.G. Holter, Executive Director,  
British Columbia Government Professional Employees' Association

Dated: June 20, 1975

## MEMORANDUM OF UNDERSTANDING

between the

PUBLIC SERVICE COMMISSION

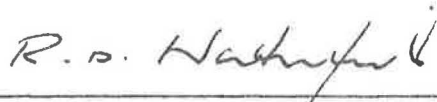
and the

BRITISH COLUMBIA GOVERNMENT PROFESSIONAL EMPLOYEES' ASSOCIATION

Vacation Entitlement to December 31, 1975

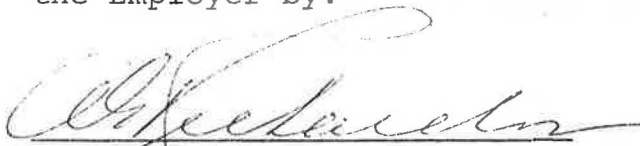
This Memorandum is to record the understanding of the parties to this Agreement that any professional employee who is entitled during 1975 to more than twenty (20) working days' vacation defined in Clause 18.01 (a) shall retain that entitlement until December 31, 1975.

Signed on behalf of  
the Association By:



R. D. Waterfield, President,  
British Columbia Government Professional Employees' Association

Signed on behalf of  
the Employer by:



A. G. Richardson, Chairman,  
Public Service Commission



R. J. Driedger, Vice-President,  
British Columbia Government Professional Employees' Association



R. D. Higgins, Commissioner,  
Public Service Commission



D. R. Parkes, Chairman,  
Master Agreement Negotiating Committee,  
British Columbia Government Professional Employees' Association



C. E. Perry, Commissioner,  
Public Service Commission



I. G. Holter, Executive Director,  
British Columbia Government Professional Employees' Association

Dated: June 20, 1975.

## APPENDIX "A"

### Definitions

- 1) "affiliate membership" - the membership status referred to as such in the Association's constitution and by-laws.
- 2) "agent of the Government" - any representative of the Government who is legally engaging in collective bargaining on behalf of the Government.
- 3) "annual basic salary" - the yearly salary of a professional employee which is determined by his classification, together with credited merit increases.
- 4) "Association" - the British Columbia Government Professional Employees' Association.
- 5) "Association representative" - an individual designated by the Association to act on its behalf in matters referred to in this Agreement.
- 6) "bargaining agent or principal" - The British Columbia Government Professional Employees' Association or the Public Service Commission.
- 7) "bargaining unit" - that group of professional employees defined in Section 4(b) of the Public Service Labour Relations Act.
- 8) "base salary" - the basic gross salary as stipulated in the relevant Subsidiary Agreement, excluding overtime, allowances and any other non-basic compensation.
- 9) "benefit" - any advantage or good conveyed to a professional employee by the terms of this Agreement.
- 10) "calendar day" - any of the seven (7) days of the week.
- 11) "continuous full-time" the status of a professional employee who regularly receives the full salary for his classification and grade as specified in the relevant Subsidiary Agreement.
- 12) "continuous part-time" - the status of a professional employee who regularly receives a specified portion of the full salary for his classification and grade as specified in the relevant Subsidiary Agreement.
- 13) "contracting out" - the use, by the Employer, of an agency outside of the Public Service to perform tasks which might otherwise be performed by a professional employee.
- 14) "deferred appointment" - appointment of a licenced professional to a vacant position to be made effective after thirty (30) calendar days of the completion of panel selection; such vacancy not to be re-posted unless the appointee rejects the offer.
- 15) "demotion" - a change from one position to another position with a lower maximum compensation.

APPENDIX "A" (cont'd)

- 16) "dependent" - an individual for whom the professional employee is the principal source of financial support.
- 17) "disinterested party" - an individual who has no personal involvement in a matter under consideration.
- 18) "dismissal" - the removal of a professional employee from the Public Service under Section 63 of the Public Service Act.
- 19) "duration work" - a job which has a specified date for commencement and an expected date for conclusion.
- 20) "earned vacation" - that vacation to which a professional employee is entitled under this Agreement.
- 21) "Employer" - the Government of British Columbia, as represented by the Public Service Commission.
- 22) "equivalent position" (except as used in Article 12(b)(ii)) - a position whose duties are similar to the duties last performed by the professional employee, and for which the rate of compensation is identical.
- 23) "Executive" - the constitutionally appointed officers of the Association.
- 24) "expenses" - the direct monetary compensation paid by the Employer to the professional employee for costs incurred by him in carrying out his official duties.
- 25) "former position" - that position, within the Public Service, held by a professional employee on leave of absence at the time he was granted the same leave of absence.
- 26) "former professional employee" - any individual who, at some point in his work career, served as a professional employee of the Employer.
- 27) "geographic location or headquarters" - that area within a radius of twenty (20) miles of where a professional employee ordinarily performs his duties. (For relocation purposes within the Greater Vancouver Regional District, geographic location is that area within a radius of ten (10) miles of where a professional employee ordinarily performs his duties. When professional employees are relocated, the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist.)
- 28) "Government" - the Crown acting for the Province of British Columbia.
- 29) "grade" - one of a progressive series of levels within a job classification.
- 30) "grievance" - any difference arising over the interpretation or application of this Agreement, including the question of arbitrability; or over the interpretation or application of any statute or regulation thereunder affecting professional employees.
- 31) "headquarters" - see "geographic location".
- 32) "hours of work" - time spent on Government business, regardless of location, nature of business or time of day.



APPENDIX "A" (cont'd)

- 33) "immediate family" - a professional employee's spouse, parent, child, brother, sister, parent-in-law and any other relative normally residing in the professional employee's household or with whom the professional employee normally resides.
- 34) "indefinite leave of absence" - any leave of absence which does not have a specific termination date.
- 35) "initial probationary period" - the probationary period in the first regular position of a professional employee's employment in the Public Service.
- 36) "joint committee" - a committee composed of representatives equal in number of the Employer and the Association and with a mutually agreed upon chairman.
- 37) "leave of absence" - any period of approved absence from active employment.
- 38) "leave of absence with partial pay" - same as "leave of absence with pay", except at less than full regular salary.
- 39) "leave of absence with pay" - a leave of absence with full regular salary and benefits associated therewith, except that it does not include allowances or expenses unless specifically provided.
- 40) "leave of absence without pay" - Short-term: a leave of absence without salary but with retention and accumulation of benefits associated with regular salary. Short-term leave of absence shall be where the professional employee receives some pay for working in any given month. Long-term: a leave of absence without pay and without accumulation of benefits, but with retention of the position and accumulated level of seniority, pension credit, etc., at time of absence unless specifically varied by agreement between the professional employee and the department concerned. A professional employee on long-term leave of absence may elect to continue participation in benefits by paying the Employer's contributions.
- 41) "locational representative" - any designated and named representative, to represent members of the Association in grievances arising from other than questions of professional ethics, standards or conduct.
- 42) "Master Agreement" - agreement as defined in Section 11(1)(a) of the Public Service Labour Relations Act.
- 43) "maternity leave" - leave of absence given to a professional employee by reason of her pregnancy or delivery of a child.
- 44) "merit increase" - an upward adjustment in salary based upon merit as defined in Section 34(2) and (3) of the Public Service Act.
- 45) "non-professional control" - authority exercised over a professional employee by one who is not qualified in the professional employee's field.
- 46) "occupational group" - a group of professional employees as stipulated in Section 11(2) of the Public Service Labour Relations Act.
- 47) "other employee" - employees of the Employer occupying positions or classifications not in the bargaining unit.
- 48) "party" - either the British Columbia Government Professional Employees'

APPENDIX "A" (cont'd)

Association or the Employer as the context may require; and in the plural, both.

- 49) "posting" - the procedure whereby vacancies within the Public Service are internally published by having notices of such vacancies displayed in work areas throughout the Service.
- 50) "probationary" - the employment status of a professional employee during his first six (6) months of professional employment or such further period as the relevant Deputy Minister may determine subject to Section 39 of the Public Service Act.
- 51) "professional classification" - the designation of professional employees within the Public Service classification structure.
- 52) "professional employee" - a member of the bargaining unit, including
  - (a) "regular professional employee" - a professional employee who is employed for work which is of continuous full-time or continuous part-time nature.
  - (b) "auxiliary professional employee" - a professional employee who is employed for work which is not of a continuous nature such as:
    - (i) seasonal positions;
    - (ii) temporary positions created to cover professional employees on vacation, sick leave, education leave, compassionate leave, or other leave;
    - (iii) temporary positions created by special programmes, such as the summer student employment programme, winter work programmes for the unemployed, emergencies such as floods, or other special temporary programmes.
- 53) "professional field" - that area of professional expertise in which a professional employee is qualified and for which the professional employee has been engaged by the Employer.
- 54) "professional licensing body" - an association which has statutory authority to licence an individual to practise a particular profession.
- 55) "professional position" - a position that can only be filled by a member of the bargaining unit except as otherwise provided in Clause 2.01 of this Agreement.
- 56) "professional representative" - a designated and named representative for one of the professional occupational groups within the bargaining unit.
- 57) "project" - an area of work whose commencement and termination is describable by the accomplishment of certain pre-determined objectives and which is not part of the regular and predictable activity of the Public Service.
- 58) "project professional employee" - a licenced professional who joins the Public Service solely to participate in a particular project.
- 59) "promotion" - a change from one position to another position with a higher maximum compensation.
- 60) "Public Service Commission" - Public Service Commission established under the Public Service Act of British Columbia.

APPENDIX "A" (cont'd)

- 61) "regular day shift" - all hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m., inclusive.
- 62) "regular rate of pay or regular salary" - gross salary for service to the Employer to which the professional employee would normally be entitled, excluding overtime.
- 63) "relocation" - long-term movement of a professional employee from one geographic location to another.
- 64) "selection panel" - a panel convened by the Employer to consider applicants for a vacant position with the Public Service.
- 65) "seniority" - length of continuous service with the Employer.
- 66) "service" - employment in the Public Service of British Columbia, but may be modified by special provisions of this Agreement.
- 67) "sick leave" - leave of absence with pay required because of professional employee is unable to perform his normal duties because of disability resulting from injury or illness.
- 68) "Subsidiary (Component) Agreement" - agreement as defined in Section 11 (1) (b) of the Public Service Labour Relations Act.
- 69) "substitution" - to temporarily fulfill all or the principal duties and responsibilities of a position higher than that in which the professional employee normally works.
- 70) "suspension" - the temporary removal of a professional employee from his position, under Sections 61 and 62 of the Public Service Act.
- 71) "temporary" - the employment status of a professional employee hired for a limited period.
- 72) "transfer" - a change from one position to another with the same maximum compensation.
- 73) "travel status" - absence of a professional employee from his headquarters or geographic location on Government business with the approval of the Employer.
- 74) "vacation" - a period of 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 (5) working days are equivalent to one (1) calendar week.
- 75) "vacation pay" - that gross salary which a professional employee would have earned had he been actively employed for the vacation period.
- 76) "war service" - service with the Active Forces of the Crown as members of the Commonwealth Forces at any time during World War 1 (August 4, 1914 to June 30, 1919), World War 2 (September 1, 1939 to June 30, 1947), and the Korean Conflict (August 7, 1950 to July 27, 1953), including service on the high seas (deep sea) during World War 1 and World War 2.
- 77) "work unit" - a group of professional employees carrying out a distinct aspect of a Department's overall operation.

## APPENDIX "B"

### EXCLUSIONS FROM THE LICENCED PROFESSIONAL BARGAINING UNIT

#### DEPARTMENT OF AGRICULTURE

Director, Production & Marketing Services  
Director, General Services  
Director, Special Services  
Director, Policy & Planning

Head, Veterinary Branch  
Head, Entomology Branch  
Head, Engineering Branch  
Head, Farm Financial Services  
A.R.D.A. Co-ordinator  
Head, Property Management Branch  
Head, Development & Extension Branch  
Head, Horticulture Branch  
Head, Markets Branch

#### FOREST SERVICE

Assistant Chief Forester  
Assistant Chief Forester  
Director of Services  
District Forester - Kamloops  
District Forester - Nelson  
District Forester - Prince George  
District Forester - Prince Rupert  
District Forester - Vancouver  
District Forester - Williams Lake  
Forester i/c Protection Division  
Forester i/c Engineering Division  
Forester i/c Reforestation Division  
Manager - Special Studies Division  
Forester i/c Inventory Division  
Forester i/c Research Division  
Forester i/c Timber Division  
Forester i/c Range Division  
Director of Forest Service Training School.

#### HEALTH SERVICES

Director, Division of Environmental Engineering  
Director, Division of Dental Health Services

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#### DEPARTMENT OF FINANCE

Director, Income Tax  
Director, Consumer Taxation

APPENDIX 'B'(cont'd)

DEPARTMENT OF HIGHWAYS

Chief Highway Engineer, Victoria  
Chief Planning Engineer, Victoria  
Senior Maintenance Engineer, Victoria  
Senior Bridge Engineer, Victoria  
Director of Highways Design and Surveys, Victoria  
Senior Geotechnical and Materials Engineer, Victoria  
Services Engineer, Victoria  
Regional Highway Engineer, Burnaby  
Regional Highway Engineer, Kamloops  
Regional Highway Engineer, Nelson  
Regional Highway Engineer, Prince George

LANDS SERVICE

Assistant Deputy Minister  
Director of Surveys & Mapping  
Director of Land Management  
Chief, Legal Surveys Division  
Chief, Field Operations Division  
Chief, Map Production Division

E.L.U.C. SECRETARIAT

Inventory Co-ordinator

WATER RESOURCES SERVICE

Comptroller of Water Rights  
Director, Pollution Control Branch  
Director of Water Investigations  
Assistant Director of Pollution Control  
Assistant Director of Water Investigations  
Assistant Director of Pollution Control  
Head, Engineering Division  
Head, Coastal Division  
Head, Regional Engineers Division  
Head, Power & Major Licensing Division  
Head, Planning & Surveys Division  
Head, Water Utilities Division  
Head, Municipal Division

DEPARTMENT OF RECREATION AND  
CONSERVATION

Chief, Engineering Division

DEPARTMENT OF TRANSPORT & COMMUNICATIONS

Director, System Development and Regulation Branch  
Director, Telecommunications Service

DEPARTMENT OF MINES & PETROLEUM RESOURCES

Chief Engineer, Engineering Division, Petroleum Resources  
Chief Inspector of Mines, Inspection Division, Mineral Resources  
Chief Geologist, Geological Division, Mineral Resources

DEPARTMENT OF PUBLIC WORKS

Director of Client Projects - five (5) positions  
Director Operations

APPENDIX "C"

Matters on which the Joint Standing Committee has the Power  
to make Final and Binding Decisions

<u>Matters</u>	<u>Relevant Clauses</u>
1. Freedom of Association	1.05(a)
2. Judgement of Flagrant or Willful Negligence Under Indemnity	3.12(a)
3. Interim Relocation Expenses	27.13(b)
4. Pre-Agreement Conditions and Benefits	31.05

## APPENDIX "D"

### Joint Sub-Committees of the Joint Standing Committee

<u>Committees</u>	<u>Relevant Clauses</u>
1. Joint Job Evaluation Committee	3.05, 12(e) and 28.02
2. Joint Compassionate Committee	11.09 and 28.04
3. Joint Committee to Develop the List of Benefits, Guidelines and the Definition of "Pre-licensed and Equivalent Positions" for the Optional Selection of Benefits Plan	12(f) and 12(k) and Memorandum of Understanding #4
4. Joint Education Committees to Develop Educational Programmes	15.02 and 15.04(a)
5. Joint Committee on Group Life, Long-Term Disability and Weekly Indemnity Insurance	25.04(b)
6. Joint Safety Committee	22.01
7. Joint Committee on Travel and General Expenses	27.08
8. Joint Committee on Isolation Allowance	27.09
9. Joint Committee on Relocation Expenses	27.13(a)
10. Joint Committee to Study Alternate Methods of Negotiations	31.06



## APPENDIX "E"

### Matters on which the Joint Standing Committee has the Power to make Recommendations to the Bargaining Principals

<u>Matters</u>	<u>Relevant Clauses</u>
1. Working Environment and Facilities	3.09
2. Excessive Overtime	16
3. Work Clothing	26(d)
4. Excessive Substitution	27.04(d)

APPENDIX "F"

Optional Selection of Benefits Plan - Benefits and Guidelines

To be developed by the Joint Standing Committee before January 1, 1976.

APPENDIX "G"

Application of Isolation Allowance

- (1) Isolation allowance is not payable at temporary headquarters while a professional employee is on travel expenses or receiving lodging or meal allowance or free board or lodging.
- (2) Isolation allowance is payable while a professional employee is at temporary headquarters and receiving living or travel expenses as in (1) above, if he is maintaining his family at his permanent headquarters and that headquarters qualifies for an isolation allowance.

e.g. A professional employee, whose permanent headquarters is in the Forest District office at Prince Rupert and maintains his family at Prince Rupert while he is working and receiving board at Babine Forest Development Project, will qualify for the Prince Rupert isolation allowance.

- (3) In case of a relocation between permanent headquarters, the isolation allowance begins, ceases, or changes with the effective date of the relocation for payroll purposes and is not affected by temporary expenses on relocation payments or delays in moving family or effects.

## APPENDIX "G" (cont'd)

<u>Location</u>	<u>Points</u>	<u>Location</u>	<u>Points</u>
Alert Bay	17	Honeymoon Creek	23
Alexis Creek	19	Horsefly	14
Aleza Lake	15	Houston	12
Alice Arm	31	Hudson's Hope	18
Allison Pass	12		
Anahim Lake	21	Kitimat	11
Atnarko Camp	24	Kitwanga	16
Atlin	37	Kledo Creek	26
Bamfield	20	Lakelse (Park)	11
Barkerville	18	Lardeau	11
Bear Lake	15	Liard River	33
Beaumont (Beaumont Park)	11	(Hot Springs)	
Beaver Cove	16	Likely	20
Beaverdell	12	Lower Post	36
Bella Coola	19	Lucern Campsite	19
Berg Lake Trail	19		
Big Bar	16	McBride	15
Blue River	17	McLeese Lake	12
Bob Quinn Lake	38	MacLure Lake	13
Bowron Lake	18	Mackenzie	17
Bridge Lake	13	Mahood Falls	17
Buckinghorse River	28	Malcolm Island	17
Burns Lake	13	(Sointula)	
Cassiar	26	Masset	27
Cedarvale	14	Meziadin Lake	31
Charlie Lake	11	Mica Creek	13
Chetwynd	17	Mission Mountain	14
Clayhurst	19	Moberly Lake	17
		Montney	11
Dease Lake	34	Mount Le Moray	23
Dunster	17		
		Nakusp	12
Edgewood	15	Nass River Bridge	25
		Site	
Facquier	15	Nass Valley	25
50 Mile Access Camp	13	New Denver	11
(Mica Creek)		Nazko	20
Fort Fraser	11	Ocean Falls	23
Fort Nelson	17	115 Mile Creek	31
Fort St. James	14	Ootsa Lake	18
Fort St. John	11		
Fraser Lake	11	Port Alice	16
		Port Clements	27
Gold Bridge	17	Port Hardy	15
Gold River	16	Port McNeill	15
Good Hope Lake	29	Port Renfrew	16
Granisle (Babine Lake)	15	Prespatou	19
		Prince Rupert	14
Hazelton	15	Prophet River	24
Hixon	11	Purden Lake	16
Holberg	18		
		Queen Charlotte City	26

## APPENDIX "G" (cont'd)

<u>Location</u>	<u>Points</u>
Racing River	32
Red Pass Junction	19
Riske Creek	13
Read Island	15
Rose Prairie	11
Salvus	18
Sayward	15
Shelter Bay	14
Slim Creek	18
Smithers	13
Southbank	14
Stewart	27
Stone Mountain Park	31
Stuart Island	16
Stum Lake	19
Summit Lake	31
(Alaska Highway)	
Summit Lake	14
(John Hart Highway)	
Tahsis	15
Tatla Lake	19
Tattoga Camp	38
Taylor	11
Telegraph Creek	37
Telkwa	13
Terrace	11
Tete Jaune	17
Tofino	16
Topley Landing	15
Trout Lake	21
Tupper/Sudeten Park	12
Ucluelet	14
Valemont	17
Vanderhoof	11
Watson Lake	
(see Lower Post)	
Wells	18
Wells Gray Park	17
Welwood Camp	20
Whiskers Point	18
Zeballos	19

APPENDIX "H"

Effective Dates of Clauses

All Articles and Clauses to be effective January 1, 1975,

except -

<u>Article/Clause</u>	<u>Effective Date</u>
4.01 Association Dues	May 27, 1975, except that Association dues may be deducted from any retroactive salary settlements negotiated in Subsidiary Agreements.
12 Optional Selection of Benefits Plan	July 1, 1975
13 Provisions for Professional Employees not entitled to receive Benefits under the Optional Selection of Benefits Plan	July 1, 1975
14 Hours of Work	July 1, 1975
17 Designated Paid Holidays	July 1, 1975
25.02 Extended Health Care and Dental Plans	October 1, 1974
25.03 Contributions	October 1, 1974
27.09 Isolation Allowance	July 1, 1974

