

MASTER AND SUBSIDIARY AGREEMENTS

Between the

GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

Represented by the

GOVERNMENT EMPLOYEE

RELATIONS BUREAU

and

THE BRITISH COLUMBIA GOVERNMENT

PROFESSIONAL EMPLOYEES' ASSOCIATION

Agreement made this 18th day of April 1978.

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ARTICLE 1 - PREAMBLE

The parties to this Agreement recognize that all employees covered by this Agreement are bound by the professional standards and codes of conduct of their appropriate licensing bodies. These codes of conduct require the employee to conduct himself with fairness, loyalty and courtesy to his Employer, associates 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 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 employee in such matters as may bear directly on the 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

The purpose of this Agreement is:

- (a) to establish and maintain an harmonious and mutually beneficial relationship between the Association, its members, and the Employer; and
- (b) to set forth the negotiated terms and conditions of employment for employees covered by this Agreement; and
- (c) to advance professional standards among the employees covered by this Agreement; and
- (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 Government Employee Relations Bureau 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 bears directly upon the bargaining unit. The Bureau 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 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 employee's responsibilities, duties, or oath of office. Disputes regarding the extent of such limitation shall be referred to the Joint Standing Committee for resolution.

(b) Human Rights Code of British Columbia

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

1.06 Definitions

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

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.01 Bargaining Unit

The bargaining unit shall consist of all employees for whom the Association has been certified to bargain collectively pursuant to the Public Service Labour Relations Act, except those employees in positions or classes of positions specifically named in Appendix B. Should the Employer, following the date of signing of this Agreement, create new positions or classes of positions whose incumbents fulfill the statutory requirements of the Public Service Labour Relations Act for inclusion in the bargaining unit, such employees shall be included in the bargaining unit unless their positions are specifically excluded by mutual agreement. Additional exclusions so determined shall form part of Appendix B.

2.02 (a) Bargaining Agent Recognition

The Employer recognizes the Association as the exclusive bargaining agent for all employees for whom the Association has been certified as bargaining agent.

(b) No Other Agreement

No agreement with any individual employee or other organization shall

supersede or contravene the terms of this Agreement, and, except in the case of "project employees" stipulated in Clause 5.02 of this Agreement, no employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

2.03 Exclusions

- (a) The parties agree that the Employer shall retain the current eighty-three (83) exclusions and that the issue of additional exclusions from the one hundred and twenty (120) proposed by the Employer in these negotiations shall be referred to the Labour Relations Board for resolution. The Board will be requested to make a decision on the basis of the following criteria during the term of this Agreement:
- (i) incumbents employed in managerial positions,
 - (ii) incumbents employed in a confidential capacity,
 - (iii) such other criteria as the Board may deem appropriate.

The initial hearing shall be held forthwith or on the earliest date agreeable to the Board.

- (b) The current eighty-three (83) exclusions and all additional exclusions determined by the Labour Relations Board in accordance with (a) above, together with incumbents of such other positions as may be mutually agreed to by the parties from time to time, shall be listed in Appendix B to this Agreement.

2.04 No Discrimination for Association Activity

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

2.05 Recognition and Rights of Association 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 profession in the bargaining unit; locational representatives; and such staff or counsel as the Association may see fit to retain.

- (b) The Association shall notify the Employer of the geographic jurisdictions and names of all locational representatives. It is understood and agreed that the members of the Executive and the professional representatives have jurisdiction throughout the bargaining unit.

2.06 Bulletin Boards

The Employer agrees to provide bulletin board facilities for exclusive use of the Association where employees are actively employed.

2.07 Picket Lines

The Employer recognizes the right of an employee, as a matter of individual conscience, to refuse to cross a picket line arising out of a dispute as defined in the Labour Code of British Columbia or the Canada Labour Code. Such absence shall be without pay.

2.08 Time Off for Association Business

- (a) The Employer agrees to grant leave of absence with pay (including sufficient travel time) to employees who are representatives of the Association on the Association's Bargaining Committee required to carry on negotiations with the Employer. The Association

agrees to bear all related expenses for such representatives.

The maximum number of these representatives shall be fourteen (14).

- (b) The Employer recognizes that occasions may arise when a designated representative on the aforesaid Bargaining Committee is unable to attend at negotiations, and the Employer agrees to grant leave of absence with pay to an alternate representative on such occasions.
- (c) 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.
- (d) Should additional employees be required to attend negotiations for the purpose of providing technical information or advice, leave of absence without pay may be granted, subject to operational requirements.

ARTICLE 3 - STANDARDS OF PERFORMANCE, PROFESSIONAL REQUIREMENTS, ETC.

3.01 Evaluation and Supervision

- (a) The Association recognizes that the Employer is the final judge of an employee's performance.
- (b) Consistent with current staffing and work requirements, the Employer agrees that non-professional control over the day-to-day professional work of an 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, if made by a non-professional person or by a professional person in an unrelated profession, will not take the form of a judgment concerning the employee's ability to practise his profession.

3.02 Performance Appraisals

When a formal appraisal of an employee's performance is carried out, the employee shall be given the opportunity to read and review the appraisal. Provision shall be made on the appraisal form for an employee to sign it. The form shall provide for the employee's signature in two places: one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in only one of the places provided. The 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 employee may initiate a grievance regarding the contents of an appraisal form unless the signature indicates disagreement with the appraisal. An employee shall, upon request, receive a copy of this appraisal form.

3.03 Performance Appraisal Record

- (a) Each employee and, with his prior written consent, his locational or professional representative or a member of the Executive, shall, upon request, have access to his performance appraisal record or other form of confidential report relating to his performance which is kept in the employee's file.

Furthermore, each 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 an 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 suspension or dismissal, any record the existence of which was not made known to the employee concerned.

- (b) Subject to the provisions of (a) above, the written personnel record of an 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, members of a selection panel before which the employee appears, and legal and medical counsel.
- (c) An employee who resigns from the Public Service shall, upon written request, be granted access to his appraisal record and termination report during a period of thirty (30) days following his last working day.

3.04 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) day of continuous service.

3.05 Membership in Professional and Allied Associations, Etc.

- (a) The Association agrees that it is the responsibility of the

employee to obtain and maintain membership in those licensing bodies, learned societies or associations as are necessary to maintain his professional standing.

The fees or costs attendant thereto shall be paid by the employee.

- (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 the Employer agrees that membership in learned societies or associations, not included in (a) or (b) above, is desirable, the fees or costs of such membership shall be shared equally between the Employer and the employee requesting such membership.

3.06 Professional Responsibilities

The Employer recognizes that an employee must conduct his work in a manner consistent with the standards of conduct, codes of ethics and by-laws established by his appropriate licensing body. No employee will be disciplined for refusal to append his name, signature and/or seal to an Employer-instructed course of action which, in the employee's opinion, conflicts with the aforesaid standards of his licensing body, provided that in such a case the employee shall, 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.

3.07 Professional Seal

When the use of a professional seal and/or signature on any document

issued by the Employer is required either by the Employer or by the standards established by the 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.

3.08 Access to Documents

The Employer agrees that the effective performance of 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.

ARTICLE 4 - CHECK-OFF OF ASSOCIATION DUES

The Employer agrees, in accordance with the Public Service Labour Relations Act, to deduct once monthly from the salary of each 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 employees for whom deductions were made in the month concerned, together with a supplementary list of those 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 employees covered by this Agreement who have been added to, deleted from or carried without pay during the period immediately preceding.

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 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 Employees

A new "project employee" shall be considered a regular employee whose terms and conditions of employment, salary rate and treatment at the termination of the project shall be the subject of specific written arrangements between the 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 other monetary consideration, if any, shall be specified in the written arrangements described above.

Where a regular employee becomes a "project employee", he shall be deemed to be on leave of absence without pay from his regular position until termination of the project, except that he shall continue to accumulate service seniority during the project. Upon termination of the project he shall return to his former or equivalent position within the Public Service.

An applicant who is being considered for a project position shall be advised to visit the Association for any assistance it may wish to extend to him in preparing the written arrangements. In addition, an outside applicant shall be given a copy of this Agreement.

ARTICLE 6 - EMPLOYER'S RIGHTS

The right to manage operations and to direct employees is retained by the Employer except as this Agreement otherwise specifies.

ARTICLE 7 - EMPLOYER-ASSOCIATION RELATIONS

7.01 Subsidiary Agreement

- (a) In accordance with the provisions of the Public Service Labour Relations Act there shall be a Subsidiary Agreement for the occupational group which shall form part of this Agreement. The Subsidiary Agreement shall be negotiated by a separate Subsidiary Agreement Bargaining Committee.
- (b) The parties agree that, subject to the determination of additional exclusions by the Labour Relations Board in accordance with Clause 2.03 of this Agreement, the occupational group shall be composed of the following professions:
 - (i) Accounting Officers
 - (ii) Agriculturists
 - (iii) Architects
 - (iv) Dental Officers
 - (v) Engineers and Geologists (including Inspector of Dykes)
 - (vi) Forest Agrologists
 - (vii) Foresters
 - (viii) Land Officers
 - (ix) Licensed Home Economists
 - (x) Licensed Psychologists (including Licensed Research Officers)
 - (xi) Pharmacists
 - (xii) Physiotherapists
 - (xiii) Surveyors
 - (xiv) Veterinarians

7.02 Association Staff Members

Full-time or part-time paid officials of the Association, who are not employees, or who are employees on leave of absence without pay 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, to consult with members or representatives of the Association, or to investigate conditions of employment. In all such cases the Association's paid official shall notify in advance a supervisor designated by the Employer and shall not interfere with the operation of the Ministry or section concerned.

ARTICLE 8 - GRIEVANCES

8.01 Introduction

The parties agree that grievances can frequently be resolved by discussion between the 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 discussions will only occur with an Association representative present.

8.02 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, the 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 an employee.

8.03 First Step

In general, every employee may seek to settle informally with his immediate supervisor any dispute which may arise, either with or without his locational 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 representative designated to handle grievances at step 2.

8.04 Second Step

Through the Association, the 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) 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
- (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 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) days from the date of receipt of the grievance in which to give a written reply to the employee and the Association.

8.05 Third Step

If an 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) days after receipt of the Employer representative's decision or after the due date for that decision. The Deputy Minister will have thirty (30) days after receipt of the grievance in which to give his response to it.

8.06 Arbitration

Failing satisfactory settlement at step 3 and pursuant to Article 9 of this Agreement, the Association may inform the Employer of its intent to submit the dispute to the Public Service Adjudication Board for final resolution within thirty (30) days after the Deputy Minister's decision has been received or became due, whichever is earlier.

8.07 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.

8.08 Dismissal or Suspension Grievance

In the case of a dispute arising from an employee's dismissal or suspension, the grievance may commence at step 3 of the grievance procedure within thirty (30) days of the employee receiving notice of dismissal or notice of suspension.

8.09 Deviation From Procedure

The Employer agrees that, after a grievance has been formally submitted by the Association, the Employer representative will not conduct discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the presence of an Association representative. In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Association agrees that the grievance shall be considered to have been abandoned.

8.10 General Interpretation Grievance

The parties acknowledge that disputes may arise respecting a general interpretation of this Agreement. By mutual agreement of the parties, such a dispute may be designated a "general interpretation grievance". Where a general interpretation grievance arises, the dispute shall be discussed initially between the Government Employee Relations Bureau and the Association within sixty (60) days of the occurrence. Where no satisfactory agreement is reached within ten (10) days of the commencement of the discussion, either party may submit the dispute to the Public Service Adjudication Board for final resolution. Pending the establishment of the Public Service Adjudication Board general interpretation grievances shall be resolved through the procedure outlined in Article 9 of this Agreement.

8.11 Procedural Errors and Time Limits

In the spirit of this Agreement, it is the intent of the parties that a grievance shall not be invalidated due to procedural errors provided such errors have no essential bearing on the substance of the grievance.

Time limits for each step of the grievance procedure, however, may be extended only by mutual agreement in writing between the Association and the Employer.

8.12 Supervisory Employee's Responsibility

If a grievance arises as a result of the exercise of managerial or supervisory authority by any employee, the Association recognizes that the first responsibility of such employee is to the Employer, and it will not attempt in any way to influence such employee to act otherwise.

8.13 Transfer

A grievance shall not be invalidated by the transfer of an employee from the bargaining unit to the employ of a provincial Crown agency not covered by the provisions of the Public Service Act or the Public Service Labour Relations Act, provided the grievance has been initiated prior to the transfer and provided the transfer is effected by the Employer.

ARTICLE 9 - ARBITRATION

9.01 Public Service Adjudication Board

Where a grievance or dispute is unresolved after exhausting the grievance procedure provided for in this Agreement, it may be submitted for final resolution to the Public Service Adjudication Board within the time limit stipulated in Clauses 8.06, 8.10 or 10.03 of this Agreement. The party submitting the grievance or dispute to the Board shall at the same time notify the other party of such action by copy of the grievance or dispute application. If the grievance

or dispute has not been submitted within the time limit mentioned above, it shall be deemed to have been abandoned.

9.02 Temporary Arbitration Procedure

The parties agree that, until such time as the Public Service Adjudication Board is able to hear appeals, the following arbitration procedure shall be adopted:

- (a) Where a party has notified, within the time limit mentioned in Clause 9.01 of this Agreement; the other party of its intention to submit a grievance or dispute to arbitration, one of the persons listed in Appendix C shall act as the arbitrator. The arbitrator shall be chosen alphabetically so that there shall be a continuous rotation of arbitrators. Should an arbitrator be unavailable to hear a case, the next arbitrator on the list shall be chosen.
- (b) The arbitrator may determine his own procedure in accordance with the Labour Code and shall give full opportunity to both parties to present evidence and make representations. He shall hear and determine the difference and shall make every effort to render a decision within thirty (30) days of the first meeting.
- (c) The decision of the arbitrator shall be final, binding and enforceable on both parties and on any employee(s) affected by it. The arbitrator, however, shall not have the power to alter, modify or amend any of the provisions of this Agreement or the Subsidiary Agreement.
- (d) Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to clarify the decision, which he shall make every effort to do within seven (7) days of receipt of the application.

- (e) Each party shall pay one-half ($\frac{1}{2}$) of the fees and expenses of the arbitrator.
- (f) The time limits fixed in this Article may be altered only by mutual consent of the parties in writing.

ARTICLE 10 - DISMISSAL, SUSPENSION, DISCIPLINE AND RESIGNATION

10.01 Burden of Proof

In all grievance matters involving disciplinary action against an employee, the burden of proving just cause shall lie with the Employer.

10.02 Disciplinary Action

- (a) An employee who is given:
 - (i) a letter of censure,
 - (ii) a letter of reprimand, or
 - (iii) an adverse report or evaluation,shall be given an opportunity to correct the unsatisfactory performance or conduct before further disciplinary action is taken except in cases where the employee is being suspended or dismissed.
- (b) Where an 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. Such notification shall state the reason for the action taken.

10.03 Rejection During Probation

- (a) A Deputy Minister may reject any probationary employee for just cause. A rejection during probation shall not be considered

a dismissal for the purpose of Clause 8.08 of this Agreement.

The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which he has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

- (b) Where an employee feels he has been aggrieved by the decision of the Employer to reject him during his probationary period, he may, within thirty (30) days of receiving notice of his rejection and through the Association, appeal the decision to the Public Service Adjudication Board.
- (c) Until such time as the Public Service Adjudication Board is able to hear such appeals, the parties agree that the following appeal procedure shall apply:
 - (i) Within thirty (30) days of receiving the notice of rejection on probation, the employee may, through the Association, appeal the Ministry's decision to the Chairman of the Public Service Commission.
 - (ii) The Chairman of the Public Service Commission or his designate shall investigate the matter and determine whether or not just cause exists for the rejection or whether or not the employee could be placed in another position in the Public Service.
 - (iii) Within thirty (30) days of receiving the appeal, the Chairman of the Public Service Commission shall reply to the Association, advising it of his decision.
 - (iv) Failing satisfactory settlement of the matter, the Association may, within fifteen (15) days of receiving the reply from the

Commission or within fifteen (15) days of the date the reply was due, submit the matter to arbitration under the provisions of Clause 9.02 of this Agreement.

The time limits fixed in this appeal procedure may be altered by mutual consent, but the same must be in writing.

10.04 Termination

Subject to the Public Service Act:

- (a) The employment of an employee, other than a probationary or auxiliary employee, shall be terminated only in any one of the following ways:
 - (i) resignation;
 - (ii) retirement, early or otherwise;
 - (iii) dismissal for cause;
 - (iv) abandonment of position;
 - (v) incapacity;
 - (vi) death;
 - (vii) or as provided elsewhere in this Agreement.
- (b) An 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. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

10.05 Resignation

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

ARTICLE 11 - SENIORITY

11.01 Application of Seniority

- (a) Service seniority shall be used to solve differences among employees within a work unit regarding choice of vacation leave and other leaves of absence, on the principle that the employee with the greatest service seniority shall have first choice.
- (b) An employee, who, by his own volition, transfers to another work unit where the vacation schedule has already been completed, shall not be entitled to exercise his seniority rights with respect to the choice of vacation time for that vacation year. However, the Employer will make every effort to grant vacation to such an employee at the time of his choice. An employee, who is transferred by the Employer to another work unit and whose chosen vacation time has been approved prior to the transfer, shall retain the approved vacation time.

11.02 Accumulation

Seniority shall continue to accumulate during sick leave, educational leave, leaves of absence with pay or with partial pay, and leaves of absence without pay for periods each lasting thirty (30) days or less except as provided for in Clause 5.02 of this Agreement.

11.03 Portability of Length of Service

A regular employee, who transfers to a British Columbia Crown Corporation when the Corporation is formally established as an employer and who subsequently wins a competition with the Public Service, will be credited with his length of service accrued prior to his transfer

from the Public Service, plus his length of service with the Corporation providing:

- (a) his length of service is unbroken,
- (b) his return to the Public Service is within a year of transfer to the Corporation, and
- (c) his transfer back to the Public Service is directly from the Corporation to which he transferred originally.

ARTICLE 12 - SERVICE CAREER POLICY

12.01 Association Observer on Selection Panels

The Executive Director of the Association or his designate may sit as an observer on a selection panel for positions in the bargaining unit. The observer shall be a disinterested party. This Clause shall not apply to excluded positions.

12.02 Selection Grievance

Where an employee feels he has been aggrieved by any decision of the Employer relating to promotion, demotion, or transfer, the employee may appeal the decision to the Public Service Commission within fourteen (14) days of being notified of the reasons why, he was unsuccessful. Where an appeal has been filed, no permanent transfers or placements shall take place until the appeal has been adjudicated upon by the Public Service Commission. All employees must process their appeals through the Association.

12.03 Relocations

It is understood by the parties that as a general policy employees shall not be required to relocate from one geographic location to

another against their will. However, the Employer and the Association recognize that in certain cases relocations may be in the interests of the Public Service and (or) the employee. In such cases, an employee will be fully advised of the reason for his relocation as well as the possible result of refusal to be relocated.

12.04 Screening Committee

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

The parties agree that a Screening Committee shall be established to review cases of such employees provided they have successfully completed their initial probationary period of continuous employment.

The Committee shall consist of the Director of Occupational Health as chairperson, two (2) Employer representatives and two (2) Association representatives. The Committee shall review the circumstances of the case with the employee concerned and make such recommendations to the Public Service Commission as it deems appropriate.

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

- (a) To maximize efforts for the employee to be placed, through rehabilitation if necessary, in employment which is worthwhile and productive for both the employee and the Employer.
- (b) To minimize or eliminate the effects of reduction in income and/or living standard for the employee.

ARTICLE 13 -- HOURS OF WORK

13.01 Hours of Work

- (a) For nonshift employees, the average weekly hours of work, exclusive of meal periods, shall be thirty-five (35) hours. For shift employees, the annual hours equivalent, exclusive of meal periods but inclusive of paid holidays and annual vacation, shall be one thousand eight hundred and twenty-seven (1,827) hours.
- (b) The parties to this Agreement recognize that the Employer has the sole right to determine the hours of operation, on the basis of which employees' work schedules shall be determined by mutual agreement within each work unit.
- (c) The parties also recognize that it may be mutually beneficial to have flextime arrangements for certain operations. Flextime means the hours worked by an employee who is given the authority to:
 - (i) choose his starting and finishing times; and/or
 - (ii) choose his length of work day within a maximum number of working hours, daily or otherwise.

13.02 Work Schedules

Subject to Clause 13.01 of this Agreement:

- (a) The following guidelines for establishing work schedules shall apply:
 - (i) The regular work day shall not be longer than ten (10) hours, exclusive of meal period(s).
 - (ii) No employee shall work more than fourteen (14) consecutive days without a day of rest.

- (iii) All work schedules shall indicate the regular starting and finishing times of each shift.
 - (iv) No employee shall be required to work split shifts without his consent.
 - (v) Where the hours of operation involve Saturday and/or Sunday work, days of rest shall be rotated on an equitable basis.
 - (vi) Where the hours of operation involve more than one shift, shift work shall be rotated on an equitable basis.
- (b) Notwithstanding (a) above, it is recognized that peculiar circumstances may exist in certain operations that require deviation from the aforesaid parameters. The need for, and the extent of, such divergence shall be determined by mutual agreement within the work unit concerned.
- (c) Work schedules may be deleted from, altered, or added to at any time by mutual agreement within the work unit concerned. Failing such agreement the matter shall be referred to the Joint Standing Committee for resolution. Until the matter is resolved the Employer may, on an interim basis, delete, alter or add a work schedule to meet hours of operation subject to (a) above.

13.03 Shift Change

An employee who normally works a regular day shift shall not be required to work any other shift without his consent, but such consent shall not be unreasonably withheld. An employee shall have no right to refuse shift work where the job description specifies shift work as a requirement.

ARTICLE 14 - PHASING OUT OF OPTIONAL SELECTION OF BENEFITS PLAN

- (a) For the period January 1, 1977 through June 30, 1977, the Optional Selection of Benefits Plan, as outlined in Article 12 of the former Agreement expiring December 31, 1976, shall continue.
- (b) For the period July 1, 1977 through December 31, 1977, employees covered by the aforesaid Plan shall receive nine percent (9%) of their base salary earned during that period, subject to such payment being available in cash only.
- (c) Effective January 1, 1978, the Optional Selection of Benefits Plan shall cease to apply totally, with the understanding that previously designated benefits will remain unchanged and in effect until the designated dates of their disposal.

ARTICLE 15 - OVERTIME, SHIFT WORK AND STANDBY PROVISIONS FOR REGULAR FULL-TIME EMPLOYEES

15.01 Application

This Article becomes effective on January 1, 1978, and applies to all regular full-time employees until the termination of this Agreement.

15.02 Rate of Compensation

In lieu of direct compensation for all overtime, shift work and standby (as defined in Articles 16, 17 and 18 of this Agreement), regular full-time employees shall receive a special compensation of seven percent (7%) of their basic salary earned for each calendar year. This special compensation shall not be considered part of the employee's basic salary for the purpose of calculating any of his benefit or other premium entitlements.

15.03 Method of Compensation

- (a) At the employee's option, the special compensation mentioned in Clause 15.02 may be received in the form of cash and/or time off.
- (b) The employee shall make his option once a year within a time limit to be determined by the Employer during the calendar year in which the special compensation is earned. Failure of the employee to so designate within the time limit shall automatically result in his special compensation being disposed of in cash and/or time off to be determined by the Employer. An option, once made by the employee, may not be changed until the next calendar year.
- (c) Cash payment shall be made once annually - in February following the calendar year in which the special compensation was earned.
- (d) Time off may be taken at any time mutually agreed to between the Employer and the employee, provided that any time off earned in a particular calendar year but not taken by March 31st of the following calendar year shall be paid for in cash. Furthermore, should an employee cease to be covered by this Article for any reason, any time off earned but not taken shall be paid for in cash.
- (e) Cash/time off conversion shall be on the basis of two percent (2%) of the employee's annual basic salary (for the calendar year in which the special compensation was earned) for each thirty-five (35) working hours' time off.

ARTICLE 16 - OVERTIME PROVISIONS FOR REGULAR PART-TIME EMPLOYEES AND
AUXILIARY EMPLOYEES

16.01 Application

This Article applies to all regular part-time employees and all auxiliary employees, effective January 1, 1978.

16.02 Definition

"Overtime" means work performed or time spent on Employer's business by a full-time employee in excess or outside of his regularly scheduled hours of work.

16.03 Authorization

- (a) An 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 employee does not control the duration of the overtime worked.
- (b) Notwithstanding (a) above, it is recognized that the nature of the work carried out by certain employees is such that it may not be reasonably possible for the employee to obtain prior authorization for necessary overtime work. In such cases, the employee shall use his discretion in working the necessary overtime and the Employer shall be considered to have authorized the overtime in advance. The Employer reserves the right, subject to the grievance procedure in this Agreement, to determine the legitimacy of the overtime claimed. In order to enable fair

administration of this provision, the Employer will draw up regulations defining the circumstances under which an employee may work overtime without prior authorization.

16.04 Computation

No compensation is payable for overtime work of less than thirty (30) minutes' duration per work day, for which computation, however, overtime worked immediately preceding the normal starting time of a work day may be added to the overtime worked immediately following the normal finishing time of the same work day.

16.05 Recording

Employees shall record starting and finishing times for all overtime worked in a form designed by the Employer.

16.06 Types of Overtime and Rates of Compensation

- (a) (i) Overtime on a regularly scheduled work day shall be compensated at the rate of time and one-half for the first two (2) hours and double time thereafter.

This overtime compensation is to be on a daily basis and not cumulative.

- (ii) A part-time employee, whose regular work day is shorter than the normal daily hours for a full-time employee and who is required to work in excess of his regularly scheduled working hours either in his own position or for the purpose of covering the position of another employee of the same classification, shall be compensated at straight-time rate for the hours so worked up to the normal daily hours for a full-time employee, and thereafter at overtime rates as prescribed in (i) above.

- (iii) An employee working flextime shall not be entitled to the overtime compensation prescribed in (i) above until he has worked in excess of the agreed averaging period or the maximum daily hours for employees on flextime.
- (iv) A full-time employee, or a part-time employee whose regular work day is of the same duration as for a full-time employee, who is required to work a minimum of two and one-half ($2\frac{1}{2}$) hours of overtime immediately before or after his regularly scheduled daily hours of work, shall be provided with a meal or reimbursed in the amount of \$5.40. In either case, a meal break of one-half ($\frac{1}{2}$) hour shall be given and considered as time worked. If the employee continues to work overtime beyond three (3) hours, a further meal or allowance and meal break as above shall be provided upon completion of every three (3) hours worked thereafter. For a part-time employee whose regular work day is shorter than the normal daily hours for a full-time employee, this provision shall not apply until he has worked up to two and one-half ($2\frac{1}{2}$) hours in excess of the normal daily hours for a full-time employee. This meal allowance shall not apply to any employee who is on travel status or who is entitled to field allowance.
- (b) An employee who has regularly scheduled days of rest and who is required to work on such a day of rest shall be compensated at the rate of double time for all hours worked.
- (c) A regular part-time employee who works on a designated holiday to which he is entitled and which is a regularly scheduled work day shall be compensated at the rate of double time for all hours worked, plus a day off with regular pay in lieu of the holiday.

For Christmas Day and New Year's Day, the compensation shall be at the rate of double time and one-half for all hours worked, plus a day off with regular pay in lieu of the holiday. Such day off in lieu shall not apply where designated holidays are already built into the work schedule of the employee.

- (d) A regular part-time employee who works on a designated holiday to which he is entitled and which is not a regularly scheduled work day shall receive his regular rate of pay for the day, plus additional compensation at the rate of double time for all hours worked. For Christmas Day and New Year's Day, the additional compensation shall be at the rate of double time and one-half for all hours worked.
- (e) An auxiliary employee who works on a designated holiday to which he is entitled shall be compensated in accordance with (c) above. An auxiliary employee who works on a designated holiday to which he is not entitled shall be compensated at straight-time rate for hours worked up to the normal daily hours for a full-time employee, and thereafter at overtime rates as prescribed in (a) (i) above.
- (f) An employee on travel status who is required to travel on Employer's business shall be deemed to be at work and shall be compensated accordingly. However, "hours travelled" means hours spent travelling from point to point within British Columbia and does not include time spent other than actually travelling, such as meal breaks and sleep. The Employer may determine the means of such travel.
- (g) An employee, who is called back to work outside of his regularly scheduled hours of work, shall be compensated at the applicable

overtime rate. He shall be so compensated from the time he leaves his home to report for call-out duty until the time he arrives back, upon proceeding directly to and from work. The minimum compensation for a call-out shall be three (3) hours' compensation. This provision shall not apply to an employee who is not assigned a regular work schedule and who is normally required to work whenever called.

16.07 Method of Compensation

All overtime worked shall be compensated for in cash as it is worked.

ARTICLE 17 - SHIFT WORK PROVISIONS FOR REGULAR PART-TIME EMPLOYEES AND AUXILIARY EMPLOYEES

17.01 Application

This Article applies to all regular part-time employees and auxiliary employees effective January 1, 1978.

17.02 Shift Premium for Full-Time Employees

- (a) Where a shift is regularly scheduled to start between 4:30 a.m. and 10:59 a.m. inclusive, no shift premium is payable.
- (b) Where a shift is regularly scheduled to start between 11:00 a.m. and 1:59 p.m. inclusive, a shift premium of 35¢ per hour shall be paid for all hours worked after 2:00 p.m.
- (c) Where a shift is regularly scheduled to start between 2:00 p.m. and 8:59 p.m. inclusive, a shift premium of 35¢ per hour shall be paid for all hours worked.
- (d) Where a shift is regularly scheduled to start between 9:00 p.m. and 4:29 a.m. inclusive, a shift premium of 40¢ per hour shall be paid for all hours worked.

17.03 Shift Premium for Part-Time Employees

- (a) Where more than half ($\frac{1}{2}$) of a shift is regularly scheduled between 6:00 p.m. and 6:00 a.m. inclusive, a shift premium of 35¢ per hour shall be paid for all hours worked.
- (b) Where a shift is regularly scheduled to start between 10:00 p.m. and 2:00 a.m. inclusive, a shift premium of 40¢ per hour shall be paid for all hours worked.

17.04 Overtime and Shift Premium

- (a) Where a shift premium is payable for a shift, the same premium shall apply to all overtime hours worked adjoining that shift.
- (b) Where an employee is called out between 9:00 p.m. and 4:29 a.m. inclusive, he shall receive a shift premium of 40¢ per hour for all hours worked between 9:00 p.m. and 4:29 a.m. inclusive.

17.05 Flextime and Shift Premium

No shift premium is payable to an employee working flextime who, by his own volition, chooses to start his shift at a time which would normally qualify him for a shift premium.

ARTICLE 18 - STANDBY PROVISIONS FOR REGULAR PART-TIME EMPLOYEES AND AUXILIARY EMPLOYEES

18.01 Application

This Article becomes effective on January 1, 1978, and applies to all regular part-time employees and auxiliary employees who are assigned a regular work schedule and who are not normally required to work whenever called.

18.02 Compensation

Where an employee is required to stand-by to be called to duty under conditions which would restrict his normal off-duty activities, he

shall be compensated in the proportion of one (1) hour's pay at straight-time rate for each three (3) hours standing-by. An employee designated for standby shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if the employee is unable to be contacted or to report for duty when required.

ARTICLE 19 - SUBSTITUTION

19.01 Application

This Article applies to all employees, effective January 1, 1978.

19.02 Compensation

- (a) Substitution pay is payable to an employee who is required to temporarily substitute in a higher-paying position and who fulfills all, or the principal, duties and responsibilities of the higher-paying position.
- (b) Substitution pay is not payable to an employee:
 - (i) Who has not been designated by the Employer to substitute; or
 - (ii) Whose regular position normally requires periodic substitution in a higher-paying position as defined in the functional job description or job posting for his regular position; or
 - (iii) Where the period of substitution lasts for less than one (1) work day.
- (c) Where substitution pay is payable, it shall be computed as follows:
 - (i) In the case of a single rate for the substituted position, that rate shall apply.

(ii) In the case of a salary range for the substituted position, the first step of that range or the step in that range which is at least eight percent (8%) above the substituting employee's current salary, whichever is greater, shall apply. In no instance, however, shall the substitution pay exceed the maximum step of the salary range for the substituted position.

- (d) Where substitution pay is payable to an employee and he substitutes both on the work day immediately before and on the work day immediately after a designated holiday, he shall receive the rate of substitution pay for that holiday. Otherwise, he shall receive the rate of his regular pay for the holiday.
- (e) Substitution pay is not payable to an employee on vacation, short term illness or injury, long term disability, weekly sickness indemnity, or any other leave with pay or with partial pay, except for (d) above.

19.03 Excluded Position

An employee substituting in an excluded position shall continue to be covered by this Agreement except that he shall not be entitled to Association representation on matters arising during his occupancy of the excluded position.

ARTICLE 20 - DESIGNATED PAID HOLIDAYS

20.01 Paid Holidays

- (a) The following are designated as paid holidays: New Year's Day, Good Friday, Easter Monday, Queen's Birthday, 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 for the locality in which an employee is working.

- (b) Regular part-time employees shall be entitled to the aforesaid paid holidays on a pro-rata basis in accordance with Appendix D.

20.02 Holidays Falling on Saturday or Sunday

For employees whose work week is from Monday to Friday inclusive, when any paid holiday falls on a Saturday or Sunday and is not being proclaimed as being observed on another specified day, the Employer shall designate, at its option, either the preceding Friday or the following Monday to be observed as the paid holiday.

Where two (2) consecutive paid holidays fall on Saturday and Sunday and are not proclaimed as being observed on the two (2) other specified days, the Employer shall designate, at its option, either the preceding Friday and the following Monday or the following Monday and Tuesday as the paid holidays.

20.03 Holiday Falling on a Day of Rest

For employees who do not work a Monday-through-Friday schedule, should a paid holiday fall on an employee's scheduled day or rest, the employee shall observe the holiday with pay at a time mutually agreed to between the employee and his immediate supervisor.

20.04 Holiday Coinciding with a Day of Vacation

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

ARTICLE 21 - ANNUAL VACATION

21.01 Entitlement

- (a) Effective January 1, 1978, a regular full-time employee, who has received at least ten (10) working days' pay for each month, shall be entitled to a vacation of:

- (i) one and two-thirds ($1 \frac{2}{3}$) working days per month during the employee's first fifteen (15) years of continuous service; or
 - (ii) two and one-twelfth ($2 \frac{1}{12}$) working days per month during the employee's sixteenth (16th) through nineteenth (19th) year of continuous service; or
 - (iii) two and one-half ($2 \frac{1}{2}$) working days per month during the employee's twentieth (20th) year of continuous service and thereafter.
- (b) Subject to Clause 21.04 of this Agreement, vacation entitlement under (a) above shall be taken in the calendar year in which it is earned.
- (c) War service shall be included in the computation of vacation entitlement.
- (d) Regular part-time employees shall be entitled to vacation under (a) above on a pro-rata basis in accordance with Appendix D.

21.02 New Employees

Subject to Clause 21.03, an employee cannot take his earned vacation until after the completion of his first six (6) months of continuous employment.

21.03 Vacation Scheduling

Subject to the operational requirements of each work unit:

- (a) All employees shall be entitled to take their complete annual vacation entitlement during the period from May 1st to September 30th inclusive.
- (b) Any employee may add any approved leave of absence without pay to his vacation period.

- (c) Each employee shall be entitled to his full annual vacation entitlement in one (1) unbroken period or, at his option, may take his vacation in two (2) or more periods.
- (d) Service seniority shall prevail in the choice of first vacation periods within each work unit. 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.

21.04 Vacation Carryover

An employee may carry over a maximum of five (5) working days' vacation leave per year for two (2) consecutive years, up to a maximum of ten (10) working days, to be taken in the second or third succeeding year, as the case may be. Subject to the foregoing, an employee shall not take, or receive cash in lieu of, vacation time earned but not taken in previous years, except upon termination.

21.05 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.

21.06 Call Back From Vacation

- (a) When, during any vacation period, an employee agrees to be recalled to duty, he shall be reimbursed for all expenses incurred thereby, both by himself and, where applicable, 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.

- (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 employee so recalled from vacation may elect an additional vacation entitlement of five (5) working days.

21.07 Vacation Credits Upon Termination

An employee leaving the Public Service for any reason, including retirement, shall be paid for earned but unused vacation entitlement. In addition, an employee scheduled to retire and to receive a superannuation allowance under the Public Service Superannuation Act shall be granted full vacation entitlement for the final calendar year of service. The Employer will make every effort to make this payment on the employee's last working day, but in any case will not delay payment beyond the time limitation imposed by the Payment of Wages Act.

21.08 Vacation Credits Upon Death

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

ARTICLE 22 - SHORT TERM ILLNESS AND INJURY AND LONG TERM DISABILITY

Effective January 1, 1978, regular employees shall be entitled to coverage for short term illness and injury and long term disability in accordance with the agreed-upon regulations as outlined in Information Appendix A to this Agreement. Such regulations will be subject to review and revision during the period of this Agreement

by negotiations between the parties and will not be changed without mutual agreement of the parties.

ARTICLE 23 - PRE-RETIREMENT LEAVE

Effective January 1, 1978, an 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 fifty percent (50%) 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 fifty percent (50%) of his accumulated sick leave credit, to be paid immediately prior to retirement and based upon his current base salary.

ARTICLE 24 - SPECIAL AND OTHER LEAVES

24.01 Leaves for Association or Licensing Body Activity

- (a) Association representatives who are employees shall be granted leave of absence without pay in order to attend short special membership or Executive meetings of the Association. The Association shall provide the Employer with advance notice of not less than twenty-four (24) hours.
- (b) The Employer recognizes the value to it of active participation of the 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 employee's regular salary.

- (c) Leave of absence with pay may be granted to an employee to attend annual conferences of his appropriate licensing body.

24.02 Association Business or Arbitration Proceedings

(a) Leave Without Pay

Consistent with operational requirements, the Employer shall upon written request, grant leave of absence without pay to:

- (i) A reasonable number of employees for conducting official Association business, provided at least five (5) days' notice in writing is given. The Employer may waive any portion of this notice period. The employee on such leave of absence will retain all non-salary related benefits.
- (ii) Employees elected to a full-time position with the Association or any body with which the Association is affiliated. Such leave shall not exceed a period of five (5) years.
- (iii) Employees required by the Association:
 - (1) To attend preparatory contract meetings;
 - (2) To attend Executive meetings not covered in Clause 24.01(a) of this Agreement and conventions of the Association; or
 - (3) To administer any other official affairs of the Association.
- (iv) Employees called by the Association to appear as witnesses in arbitration proceedings.

To facilitate the administration of (i), (iii) and (iv) above, when leave of absence without pay is granted, it shall be with pay, and the Association shall reimburse the Employer for the appropriate salary costs including travel time.

(b) Leave With Pay

The Employer will grant leave with pay to:

- (i) An employee who is called as a witness by the Employer in arbitration proceedings.
- (ii) An employee designated under Clause 2.05(a) of this Agreement when he is required to attend a meeting with the Employer concerning the presentation of a grievance.
- (iii) An employee required to attend joint Employer/employee meetings.

24.03 Leave for Court Appearances

(a) Leave of absence with pay shall be granted to every employee, other than an employee already on leave of absence without pay or on education leave or under suspension, who is required:

- (i) to serve on a jury, or
- (ii) by subpoena or summons, to attend as a witness in any proceeding held:
 - (1) in or under the authority of a court of justice or before a grand jury;
 - (2) before a court, judge, justice, magistrate or coroner;
 - (3) before a legislative body or any committee thereof that is authorized by law to compel the attendance of the witness before it; or
 - (4) 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 the witness before it.

- (b) An 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 an 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.
- (e) Subject to the foregoing provisions, in cases where an employee is a plaintiff, a defendant or an accused, such leave to attend at court shall be without pay.

24.04 Leave for Writing Examinations

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

24.05 Canadian Armed Forces

The parties agree that participation by an employee in activities associated with the Canadian Armed Forces as specified below shall be good cause for leave of absence without pay:

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

- (b) Where an employee makes application to attend as a delegate meetings of service associations related to Her Majesty's reserve forces or conferences of the defence association, leave of absence without pay may be granted.
- (c) Where an employee makes application to take a prescribed course of training for the purpose of qualifying for a higher rank in the reserve forces, leave of absence without pay may be granted upon reasonable advance notice to the Employer.
- (d) If an employee, who was granted leave of absence without pay 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 without pay will continue until his discharge from the care of the Department of Veterans Affairs.
- (e) An 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 an equivalent position 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, in the determination of which seniority is a factor.

24.06 Emergency Service and Civil Defence Leave

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

24.07 Elections

When an 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 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.

24.08 General Leave

- (a) The Employer may grant an employee leave of absence with or without pay for purposes other than those specified in this Agreement.
- (b) The Employer will allow an employee reasonable leave of absence with pay for compassionate reasons.

24.09 Extended Leave

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.

24.10 Field Crew Leave

An 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 at the end of each period of four (4) consecutive weeks. Where operational requirements permit, the four (4) consecutive days off shall be scheduled for Thursday through Sunday, Friday through Monday, or Saturday through Tuesday; or, as second best, Wednesday through Saturday, or Sunday through Wednesday. Such days off may also be banked upon mutual agreement between the employee and the Employer. Necessary travel time approved by the Employer shall not be considered part of the foregoing leave, provided the Employer has the right to determine the mode of travel. This Clause shall not apply to an employee who is accompanied by his family whilst on such assignment.

24.11 Penal Restrictions

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. The Clause shall not apply where the Employer takes disciplinary action against the employee because his penal restriction has resulted from actions in the performance of his duties or from actions which affect, or could reasonably be expected to affect, his suitability for continued employment.

24.12 Special Licenses and License Renewal

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

ARTICLE 25 - EDUCATION POLICY

25.01 Career Development

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

25.02 Professional Training

- (a) The parties to this Agreement recognize that there are two (2) types of professional training programs, namely:
 - (i) Formal training programs - which include credit courses at universities or colleges or through correspondence, leading towards a degree, diploma or certificate.

- (ii) Informal training programs - which include non-credit training in the form of seminars, workshops, conferences or portions of conferences with educational content, short courses, correspondence courses and field trips.
- (b) All training must be of a nature related to duties in the same or similar discipline of the employee concerned, or to duties which are performed in the Public Service. In both instances, the training must be directed towards an improvement of skills which, in the Employer's opinion, are required within the Public Service.
- (c) The Employer agrees to consult with the Association to determine where professional training programs may be inadequate or inappropriate.
- (d) Where the Employer requires an employee to attend a training program, the Employer shall bear the full cost of the employee's training, and where the program entails leave of absence, such leave of absence shall be with pay.
- (e) Where an employee requests to attend a training program which is not required by the Employer, the Employer may grant to the employee leave of absence, where necessary, with pay or partial pay or without pay, and/or choose to defray a portion of the cost of the employee's training.
- (f) The cost of an employee's training, referred to in (d) and (e) above, includes, where applicable:

- (i) tuition fees,
 - (ii) entrance or registration fees,
 - (iii) course-required books,
 - (iv) necessary travel expenses (minus travel expenses normally incurred by the employee travelling between his home and his place of work),
 - (v) necessary subsistence expenses, and/or
 - (vi) other legitimate expenses approved by the Employer.
- (g) In the event that an employee on training receives outside support, such as a scholarship, fellowship, bursary or any other type of assistance, the total of outside support plus Employer support shall not exceed:
- (i) the employee's basic salary for the period of training, where leave of absence with pay or with partial pay is involved; and/or
 - (ii) the actual cost of the training, where the Employer pays the full cost or shares part of the cost.
- Any amount in excess of such combined support shall be refunded to the Employer through deduction of the employee's salary either during or after the employee's training period as circumstances require. It shall be the responsibility of the employee to report all sources of outside support to the Employer.
- (h) Termination of employment by the employee or by the Employer for just cause prior to or during the employee's training shall nullify any obligation of financial assistance by the Employer in connection with the training.

- (i) If, after the training period, an employee fails to return to work on the pre-arranged date without reasonable cause, the employee shall repay in full the salary and cost, where applicable, incurred by the Employer in connection with his training.
- (j) An employee granted leave of absence with pay or with partial pay for training purposes shall sign a statement to the effect that, on completion of the training, he shall remain in the employ of the Public Service for a period equivalent to three (3) times the length of his training leave multiplied by the percentage of basic salary which he received during his training. Should he resign from the Public Service or be dismissed for just cause before this period expires, he shall refund to the Employer, on a pro-rata basis, the salary plus, if any, cost incurred by the Employer in connection with his training.
- (k) An employee granted leave of absence without pay for training purposes shall sign a statement to the effect that, on completion of the training, he shall remain in the employ of the Public Service for a period equivalent to the length of his training leave. Should he resign from the Public Service or be dismissed for just cause before this period expires, he shall refund to the Employer, on a pro-rata basis, the cost, if any, incurred by the Employer in connection with his training.

ARTICLE 26 - MATERNITY AND ADOPTION LEAVES

26.01 Maternity Leave

An employee shall be eligible for maternity leave upon completion of the initial probationary period of continuous employment.

An 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 employee may request, and, consistent with the provisions of the Maternity Protection Act, 1966, for such period after the date of birth as the employee may request up to a maximum of six (6) months.

26.02 Adoption Leave

Upon request, an 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 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.

26.03 Seniority Rights on Re-Employment

- (a) On return from maternity leave, an 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 expected date of return to work.

- (b) On return from adoption leave, an 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 the expected date of return to work.

26.04 Medical Plan, Etc., Coverage

If an 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 employee subsequently fail to return to work, the Employer will recover such contributions from the employee.

ARTICLE 27 - SAFETY AND HEALTH

27.01 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 chairperson. Its function shall be to investigate areas of special concern in the field of safety and to make recommendations to the Employer concerning on-the-job safety for 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.

27.02 Unsafe Working Conditions

- (a) Employees shall be recognized by the Employer to have the competence to determine what constitutes unsafe working conditions within their discipline. No 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 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 9.

ARTICLE 28 - 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 29 - CONTRACTING OUT

The Employer and the Association share a common desire to afford the broadest possible opportunity for professional development to employees. To this end, opportunities for professional development afforded by project or duration work shall be offered to 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 practicable, minimize the contracting out of work requiring services normally provided by the employees.

The Association agrees that it shall be the responsibility of the 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 30 - HEALTH AND WELFARE

30.01 Basic Medical Insurance

Effective the first day of the month following the signing of this Agreement, the Employer shall pay seventy percent (70%) and the employee the remaining thirty percent (30%), of the regular premium for basic medical insurance for those regular employees and their dependents who choose to be so covered under a plan approved by the Medical Services Commission of British Columbia.

30.02 Extended Health Care Plan

The Employer shall pay the regular premium for regular employees and their dependents entitled to coverage under a mutually acceptable extended health care plan, which shall maintain the present level of benefits.

30.03 Dental Plan

Effective the first day of the month following the signing of this Agreement, the Employer shall pay the regular premium for regular employees and their dependents entitled to coverage under a mutually acceptable dental plan, which shall provide:

- (a) Part A - seventy percent (70%) coverage,
- (b) Part B - fifty percent (50%) coverage, and
- (c) Part C - fifty percent (50%) coverage.

30.04 Group Life Insurance

Effective ~~January 1, 1978~~^{May 1, 1978}, the Employer shall provide to all regular employees a mutually acceptable group life insurance plan with benefits equivalent to twice the employee's annual salary, with a \$25,000 minimum. The Employer shall pay one hundred percent (100%) of the premium on the \$25,000 base, and the employee shall pay the premium for any insurance over \$25,000. Regular employees hired on or after ~~January 1, 1978~~^{May 1, 1978} shall, as a condition of employment, enrol in the group life insurance plan and shall complete the appropriate payroll deduction authorization forms.

30.05 Workers' Compensation Act

- (a) Where an employee is on a claim recognized by the Workers' Compensation Board, the employee shall be entitled to leave, at his regular rate of pay, up to a maximum of one hundred and ~~twenty-six (126)~~^{thirty (130)} days for any one claim.
- (b) Where an 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 31 - WORK CLOTHING

- (a) Where the Employer requires an 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 employees concerned.

- (c) In instances where the chattels are of a nature that they cannot be retained by the Employer for use by another employee, the Employer may require the employee concerned to pay some portion of the cost if he leaves the position after a short period of employment in that position.

ARTICLE 32 - PAYMENT OF SALARIES AND ALLOWANCES

32.01 Salaries

Employee salary schedules are included in the Subsidiary Agreement, which shall form part of this Agreement in the form of an addendum (Addendum A).

32.02 Pay Period

- (a) An 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 employee at the end of the month showing his period worked, salary earned and all deductions therefrom.

The Employer agrees to study the alternative method of bi-weekly payment during the term of this Agreement.

- (b) 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 employee as a proportion of the total hours worked by full-time employees in the same classification.

32.03 Increment Dates

- (a) This Clause is subject to the provisions of the Public Service Act.

- (b) 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.
- (c) Regular full-time employees may be entitled to an annual merit increase within the salary range for the classification. For administrative purposes, where the anniversary date of a regular full-time employee's appointment falls between January 1st and June 30th inclusive, the merit increase shall become effective on April 1st of the same year, and where such anniversary date falls between July 1st and December 31st inclusive, the merit increase shall become effective on October 1st of the same year.
- (d) When a regular full-time employee returns to active employment with the Employer after an extended leave of absence without pay, the effective date of his next merit increase shall be no later than twelve (12) months following the employee's return to active employment.
- (e) A regular part-time employee or an auxiliary employee may receive a merit increase after he has worked 1750 straight-time hours. If this accumulation is completed between January 1st and June 30th inclusive, the increment will be due on April 1st of the same year. If the accumulation is completed between July 1st and December 31st inclusive, the increment will be due on October 1st of the same year. The accumulation of the next period of 1750 hours commences on the working day following

the completion of the previous 1750-hour period. Accumulation of the 1750 hours is counted only within a Ministry and may not be carried over from one Ministry to another for merit increase purposes.

- (f) In cases where the Employer withholds the merit increase of an employee, the employee 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 employee is not served with such notice at least two (2) weeks prior to the effective date of the merit increase, he shall be deemed to have earned the merit increase. An employee may lodge a grievance under Article 8 of this Agreement against the withholding of his merit increase, and the onus of justifying that the merit increase should be withheld shall fall upon the Employer.

32.04 Salary on Promotion or Position Reclassification

When an employee obtains a position of higher classification through promotion or position reclassification, the 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 percent (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.

32.05 Rates of Pay Calculations

The formula for arriving at daily and hourly 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.

32.06 Travel and Transfer Expenses

- (a) The board and lodging regulations and transfer regulations
shall be as outlined in Information Appendix B. Such regulations
will not be changed without mutual agreement of the parties.
- (b) (i) Employees on travel status away from their headquarters
shall be entitled to a meal allowance for the time spent
away from headquarters.
- (ii) Mileage allowances for all miles travelled on Employer
business shall be paid to employees required to use their
own vehicles in the performance of their duties. The
allowance shall cover mileage to and from the employee's
place of residence only when the employee is required to
have his vehicle at work for use in the performance of his
duties.

(iii) Effective the first day of the month following the signing of this Agreement, the following rates shall apply:

Breakfast	\$4.00
Lunch	\$4.50
Dinner	\$7.75

	<u>First 8,000 Miles</u>	<u>Over 8,000 Miles</u>
Cars over 2600 lbs.	25¢ per mile	12.5¢ per mile
Cars under 2600 lbs.	20¢ per mile	10¢ per mile

32.07 Isolation Allowance

- (a) An isolation allowance shall be paid to each eligible employee. The basis of payment shall be in accordance with the formula as shown in Information Appendix C. Such formula will not be changed without the mutual agreement of the parties. Effective the first day of the month following the signing of this Agreement, the allowance shall be \$4.80 per point per month.
- (b) An employee, who qualifies for the "special living allowance" under the policy existing prior to July 1, 1974, but who does not qualify under (a) above, shall retain the previous allowance so long as he remains in the same location. However, no new employee shall be eligible for any isolation allowance except as provided in (a) above.

32.08 Conferences, Conventions and Other Meetings

When the Employer instructs an employee to attend a conference, convention or any other form of meeting in connection with his duties, he shall receive his regular salary and be reimbursed for all reasonable out-of-pocket expenses, including all registration or conference fees. The Employer, however, reserves the right to determine the reasonableness of such claims in accordance with established practice.

32.09 Payment to Dependents on Death

Pursuant to the Public Service Act, where an 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 employee:

- (a) If the employee has completed one (1) continuous year in the Public Service, one (1) month's salary;
- (b) If the employee has completed two (2) continuous years in the Public Service, two (2) months' salary;
- (c) If the employee has completed three (3) continuous years in the Public Service, three (3) months' salary;
- (d) If the employee has completed four (4) continuous years in the Public Service, four (4) months' salary;
- (e) If the employee has completed five (5) continuous years in the Public Service, five (5) months' salary;
- (f) If the employee has completed six (6) or more continuous years in the Public Service, six (6) months' salary.

32.10 Retirement Allowance

Pursuant to the Public Service Act, upon retirement from the Public Service, an 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.

32.11 New Positions

Where a new position is introduced and where the incumbent is covered by this Agreement, the classification and rate of pay for such position shall be determined by the classification and evaluation plan stipulated in Clause 33.01 of this Agreement. If the classification is not ratable pursuant to the plan, the rate of pay for the classification shall be determined by negotiations between the parties. If the parties are unable to agree on the rate of pay for the classification within ten (10) days of their first meeting or within such other period as agreed to by the parties, the Employer may implement the classification and attach a salary. The matter may then be referred to the Public Service Adjudication Board. The new rate of pay shall become effective on a date agreed upon by the parties or as determined through the adjudication process.

ARTICLE 33 - CLASSIFICATION AND RECLASSIFICATION

33.01 Classification and Evaluation Plan

(a) A classification and evaluation plan shall be negotiated between

the parties during the term of this Agreement. To this end, a committee comprising equal numbers of representatives from each party shall be established. The plan shall cover classifications as shown in Section (1), Part 1 of Schedule A and shall be formulated on the basis of Part 2 of Schedule A.

- (b) The parties recognize that this plan is to provide a method for determining the relative placement of positions whose incumbents are covered by this Agreement.
- (c) The parties agree that, effective January 1, 1977 and pending the implementation of the aforesaid plan, existing classifications shall be grouped by profession as outlined in Part 1 of Schedule A.

33.02 Classification Appeal Procedure

An employee shall have the right to appeal, through the Association, the classification of the position he occupies. Classification matters are not grievable under Article 8 of this Agreement. Instead, the following procedure shall be followed:

- (a) If an employee believes that the position he occupies is improperly classified, he may discuss his duties and responsibilities with his immediate supervisor.
- (b) The supervisor shall, upon request and within forty (40) days after the request, provide the employee with a written statement of the latter's duties and responsibilities.
- (c) If the employee does not agree to the supervisor's statement, or if the employee, despite his agreement to the supervisor's

statement, still believes that his position is improperly classified, the employee may request a review to be performed by the Ministry Personnel Officer or his designate. For this purpose, the employee may be required to complete a Job Description Questionnaire. The Ministry Personnel Officer or his designate shall advise the employee of the results of this review in writing within forty (40) days after the request for the review or, where a Questionnaire is required, after the Ministry Personnel Officer's receipt of the completed Questionnaire.

- (d) If the dispute remains unresolved, the Ministry Personnel Officer shall request a position review by the Treasury Board Staff, to be carried out during the April or October review period, with a copy of the request and Ministry recommendations forwarded to the employee. Position reviews submitted in the six (6) month period preceding either of these months shall have an effective date, if a change in classification is eventually recommended and accepted, of the first day of the applicable review period date. The employee may request and receive a copy of the Treasury Board Staff decision in writing.
- (e) The employee shall, if the dispute still exists, have the right to appeal, through the Association, the Treasury Board Staff decision to the Public Service Adjudication Board, providing such appeal is made consistent with the procedures laid down by the Board.
- (f) The decision of the Board shall be final and binding, and no further action may hence be taken by either party.

- (g) Pending the establishment of the Board, Clause 9.02 of this Agreement shall apply.

ARTICLE 34 - JOINT COMMITTEES

34.01 Joint Standing Committee

- (a) There shall be established for the life of this Agreement a Joint Standing Committee composed of three (3) Employer representatives and three (3) Association representatives. In addition, there shall be three (3) alternates representing each party.
- (b) Of the three (3) representatives representing each party, one (1) shall be a co-chairperson and another an alternate co-chairperson. The Employer co-chairperson and the Association co-chairperson shall alternate in presiding over meetings.
- (c) The Committee may call upon additional persons for technical information or advice. The Committee may also establish ad hoc sub-committees as it deems necessary and shall set guidelines and operating procedures for such sub-committees.
- (d) All decisions, including (c) above, of the Committee shall be by unanimous vote.
- (e) The Committee shall meet at the call of either party at a mutually agreeable time and place. The quorum for a meeting shall be two (2) Employer representatives and two (2) Association representatives. Should there be unequal representation at a meeting, then only equal numbers representing each party shall be permitted to vote.

- (f) Employees required to attend meetings of the Committee or its sub-committees shall be granted leave of absence with pay (including sufficient travelling time), but any expenses incurred shall be borne by the Association.
- (g) The Committee shall have the power to make final and binding decisions only on matters arising out of Clauses 1.05(a) and 13.02(c) of this Agreement and on any other matters specifically referred to it by mutual agreement of the bargaining agents.
- (h) The Committee shall:
 - (i) submit recommendations to the bargaining agents on matters specifically referred to it by mutual agreement of the bargaining agents, and
 - (ii) have the power to make recommendations to the Association and the Employer on the following general matters:
 - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
 - (2) correcting conditions causing grievances and misunderstanding.

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

ARTICLE 35 - AUXILIARY EMPLOYEES

35.01 Application of Agreement

Auxiliary employees shall not be covered by the provisions of the following Articles of this Agreement:

- (a) Article 11 - Seniority
- (b) Article 20 - Designated Paid Holidays
- (c) Article 21 - Annual Vacation
- (d) Article 22 - Short Term Illness and Injury and Long Term Disability
- (e) Article 24 - Special and Other Leaves
- (f) Article 25 - Education Policy
- (g) Article 26 - Maternity and Adoption Leaves
- (h) Article 30 - Health and Welfare

Except as otherwise indicated, the provisions of all the other Articles of this Agreement shall apply to auxiliary employees.

35.02 Duration of Employment

Upon appointment, auxiliary employees shall be advised of the expected duration of employment.

35.03 Seniority on Applying for Regular Positions

For the purpose of applying for a regular position, an auxiliary employee, who has worked continuously, whether on a full-time or part-time basis, for two (2) years or more, shall have his service recognized in accordance with the relevant provisions of the Public

Service Act and shall be considered as an in-service applicant. Such recognition shall be on a pro-rata basis for part-time auxiliary employees.

35.04 Designated Paid Holidays

An auxiliary employee, who works the day before and the day after a designated paid holiday, or who has worked fifteen (15) of the previous thirty (30) days, shall be entitled to that holiday.

35.05 Vacation Pay

An auxiliary employee shall be entitled to receive an annual vacation pay of:

- (a) six percent (6%) of his regular earnings if he is not a student; or
- (b) four percent (4%) of his regular earnings if he is a student.

The auxiliary employee shall receive such vacation pay at the time of taking his vacation or upon termination or at December 31st of the year in which the vacation entitlement was earned, whichever occurs first.

35.06 Short Term Illness and Injury and Long Term Disability, Health and Welfare

- (a) In lieu of short term illness and injury and long term disability, health and welfare benefits, an auxiliary employee shall receive compensation of two dollars (\$2.00) per day worked.
- (b) An auxiliary employee with accrued sick leave as of June 20, 1975 shall retain his sick leave accrual and may draw upon it in accordance with current policy.

- (c) An auxiliary employee currently on the Public Service Medical Plan may maintain such coverage while still in the Employer's service. This provision shall cease upon termination of the auxiliary employee, irrespective of future re-employment.

35.07 Weekly Indemnity

- (a) Effective January 1, 1978, auxiliary employees shall be entitled to weekly indemnity coverage in accordance with the agreed-upon regulations as outlined in Information Appendix D to this Agreement. Such regulations will not be changed without mutual agreement of the parties.
- (b) Clause 35.06(a) will not apply when an auxiliary employee is receiving benefits under this Clause.

ARTICLE 36 - GENERAL

36.01 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 in such quantity as to provide one (1) copy of the Agreement to each 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 employee with a copy of the Agreement at his date of hire.

36.02 Indemnity

- (a) Except where a joint Employer-Association committee considers that there has been flagrant or wilful negligence on the part of an employee in the performance of his official duties, the Employer agrees:
 - (i) Not to seek indemnity against an employee whose actions in the performance of his official duties result in a judgment against the Employer;
 - (ii) To pay any judgment against an employee, superannuant or former 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 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:
 - (i) When the employee is first approached by any person or organization notifying him of intended legal action against him; or
 - (ii) When the employee himself retains counsel in regard to the incident or course of events; or

- (iii) Where any investigative body or authority first notifies the employee of an investigation or other proceeding which might lead to legal action against the employee; or
- (iv) When information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that he might be the object of legal action.

36.03 Political Activity

(a) Municipal and School Board Offices

Employees may seek election to municipal and school board offices, provided that

- (i) the duties of the municipal or school board office other than regular council or board meetings do not impinge on normal working hours as a Public Service employee;
- (ii) there is no conflict of interest between the duties of the municipal or school board office and the duties of the Public Service position.

Where Municipal Council or school board meetings are held during the employee's normal working hours, the Employer shall, upon written request, grant leave of absence without pay to attend such meetings.

Before employees may receive remuneration in municipal or school board offices, they must seek the approval of the Public Service Commission as provided in Section 50 of the Public Service Act.

(b) Federal and Provincial Offices

There are no restrictions other than the oath of office on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave of absence without pay to engage in the election campaign. If elected, the employee shall, upon written request, be granted leave of absence without pay for a maximum period of five (5) years. If not elected, the employee shall be allowed to return to his former position.

36.04 Travel Expenses Advance

- (a) The Employer shall provide an advance for travel expenses for 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 employee until either he leaves the Public Service or he is no longer required to travel frequently. In either case, he shall repay the advance.
- (b) When required to travel on Employer business outside of British Columbia, the employee shall be entitled to an appropriate temporary advance.
- (c) When an 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.

36.05 Relocation Advance

The 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.

36.06 Out-of-Bargaining-Unit Positions

The parties recognize that operational requirements may necessitate employees to substitute, on a short-term basis, in positions outside of the bargaining unit. When such substitution occurs, the employees shall retain all their obligations and advantages within the bargaining unit.

36.07 Transfer of Employees Out of the Bargaining Unit

When the parties are made aware that employees will be transferred out of the bargaining unit to a corporation, board, agency or commission, a Joint Employer-Association Committee shall immediately be established. The Committee shall facilitate the orderly transfer of employees. This Clause does not cover secondment of employees.

36.08 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, changed or deleted from time to time. The Employer agrees to prior discussions of such alterations with the Association and the employees concerned. If, as

a result of such alterations, the services of an 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 employee in an acceptable alternate professional position within the Public Service and within his current professional expertise.
- (b) Where the 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 program and to pay all related costs.
- (c) Where the 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 Screening Committee. The Committee may recommend either other appropriate procedures to assure a continued, worthwhile and productive career for the employee, or such monetary settlement as appropriately reflects the circumstances and employment longevity for the employee.
- (d) Where the employee is over sixty (60) years of age, the circumstances of his case shall be placed before the Screening

Committee, which Committee shall render a recommendation which best meets the needs and requirements of both the affected employee and the Employer. The Employer agrees to respond to such a recommendation under Section 15 of the Public Service Act.

36.09 Articles for Publication

- (a) Subject to the Public Service Act, the Employer agrees that an employee may publish articles and technical papers in professional media; identification of authorship will be required in Ministry publications where practicable.
- (b) The Employer agrees that any 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 an employee within the scope of his employment will be retained in appropriate files for the normal life of such documents.

36.10 Technological Improvements or Inventions

- (a) In respect of any technological improvement or invention developed by an 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 an employee in his professional field but on his own time, patent or copy rights shall be vested with the employee; subject only to automatic use by the Employer without payment of royalties.
- (c) In respect of any technological improvement or invention developed by an employee on his own time and outside his professional field, the patent or copy rights shall be vested with the employee, with the Employer having a vested interest as provided by common law and no greater interest except as may be agreed to by the employee.

ARTICLE 37 - TERM OF AGREEMENT

37.01 Duration

Except where otherwise stated in individual Clauses, all Clauses of this Agreement shall come into effect on the date of signing of this Agreement. All Clauses shall remain in effect until midnight, December 31, 1978. All terms and provisions of this Agreement, however, shall remain in full force and effect until a new or amended agreement comes into force.

37.02 Notice to Bargain

- (a) Either party may give notice to the other party not more than one hundred and twenty (120) days and not less than ninety (90) days next preceding the expiry 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, both parties shall be deemed to have been given notice on the ninetieth (90th) day prior to the expiry of this Agreement and thereupon collective bargaining shall commence under the terms of Clause 37.03 of this Agreement.

37.03 Commencement of Bargaining

Where a party to this Agreement has given notice under Clause 37.02 above, the parties shall, without delay, but in any case within fourteen (14) clear 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.

37.04 Changes in Agreement


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

37.05 Expiry Date of Subsidiary Agreement

All terms and provisions of the Subsidiary Agreement, which is part of this Agreement in the form of an addendum (Addendum A), shall remain in effect until midnight, December 31, 1978. All terms and provisions of the Subsidiary Agreement, however, shall remain in full

force and effect until a new or amended agreement comes into force. Furthermore, the Subsidiary Agreement may be varied or modified at any time as agreed to by the parties in writing.


SIGNED ON BEHALF OF
THE ASSOCIATION BY:


G. A. Duffield, Chairman,
Bargaining Committee.



E. R. Smith, Member,
Bargaining Committee.

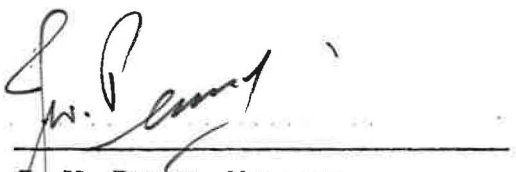

D. W. Lichtensteiger, Member,
Bargaining Committee.

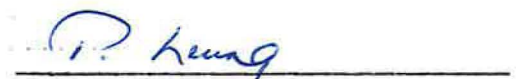

G. W. Sutherland, Member,
Bargaining Committee.


I. G. Holter, Executive
Director.

SIGNED ON BEHALF OF
THE EMPLOYER BY:


M. H. Davison, Chairman,
G.E.R.B.


J. W. Penny, Manager,
Negotiations Group, G.E.R.B.


P. Leung, Negotiations
Officer, G.E.R.B.

Agreement made this 18th day of April 1978.

SCHEDULE A

Part 1 - Temporary Groupings of Classifications

Section (1) The following classifications are temporarily grouped as follows, pending the implementation of the classification and evaluation plan stipulated in Clause 33.01 of this Agreement. These new temporary classification levels shall be subject to ultimate job evaluation.

	<u>New Temporary Classification</u>	replacing	<u>Current Classification</u>
(a) <u>Agriculturist Series:</u>	Agriculturist 1		Agriculturists 1 and 2
	Agriculturist 2		Agriculturist 3
	Agriculturist 3		Agriculturist 4
	Agriculturist 4		Agriculturist 5
(b) <u>Architect Series:</u>	Architect 1		Architects 1 and 2
	Architect 2		Architect 3
	Architect 3		Architect 4
	Architect 4		Architect 5
	Architect 5		Architect 6
(c) <u>Engineer Series:</u>	Engineer 1		Engineers 1 and 2
	Engineer 2		Engineer 3
	Engineer 3		Engineer 4
	Engineer 4		Engineer 5
	Engineer 5		Engineer 6
	Engineer 6		Engineer 7
(d) <u>Forest Agrologist Series:</u>	Forest Agrologist 1		Forest Agrologists 1 and 2
	Forest Agrologist 2		Forest Agrologist 3
	Forest Agrologist 3		Forest Agrologist 4
	Forest Agrologist 4		Forest Agrologist 5
	Forest Agrologist 5		Forest Agrologist 6

(e) <u>Forester Series:</u>	Forester 1	Foresters 1 and 2
	Forester 2	Forester 3
	Forester 3	Forester 4
	Forester 4	Forester 5
	Forester 5	Forester 6
	Forester 6	Forester 7
(f) <u>Geologist Series:</u>	Geologist 1	Geologists 1 and 2
	Geologist 2	Geologist 3
	Geologist 3	Geologist 4
	Geologist 4	Geologist 5
	Geologist 5	Geologist 6
(g) <u>Inspector of Dykes:</u>	Inspector of Dykes	No change
(h) <u>Land Officer Series:</u>	Land Officer 1	Land Officers 1 and 2
	Land Officer 2	Land Officer 3
	Land Officer 3	Land Officer 4
	Land Officer 4	Land Officer 5
(i) <u>Surveyor Series:</u>	Surveyor 1	No change
	Surveyor 2	No change
	Surveyor 3	No change

Section (2) The following series shall group classifications as follows:

(a) <u>Accounting Officer Series:</u>	Accounting Officer 1
	Accounting Officer 2
	Accounting Officer 3
	Accounting Officer 4
(b) <u>Dental Officer Series:</u>	Dental Officer 1
	Dental Officer 2
	Dental Officer 3
	Dental Officer 4

- | | |
|---|--|
| (c) <u>Licensed Home Economist Series:</u> | Licensed Home Economist 1
Licensed Home Economist 2 |
| (d) <u>Licensed Psychologist Series: (including Licensed Research Officers)</u> | Licensed Psychologist 1
Licensed Psychologist 2
Licensed Psychologist 3
Licensed Psychologist 4
Licensed Psychologist 5
Licensed Research Officer 5 |
| (e) <u>Pharmacist Series:</u> | Pharmacist 1
Pharmacist 2
Pharmacist 3
Pharmacist 4 |
| (f) <u>Physiotherapist Series:</u> | Physiotherapist 1
Physiotherapist 2
Physiotherapist 3
Physiotherapist 4
Physiotherapist 5 |
| (g) <u>Veterinarian Series:</u> | Veterinarian 1
Veterinarian 2
Veterinarian 3
Veterinarian 4 |

Part 2 - Classification and Evaluation Plan

Pursuant to Clause 33.01 of this Agreement, the following factors and benchmark positions shall be used to determine the relative placement of positions at the appropriate levels within a series covering all the classifications in Section (1) of Part 1 of this Schedule. For each benchmark position, there shall be a detailed position description describing its factors and their rating. The committee shall include, but not be restricted to, the following factors in developing the plan:

Section (1)Factors:

- (a) Job Knowledge
- (b) Judgment
- (c) Supervision
- (d) Accountability

Section (2)Benchmark Positions:

(The number in brackets after each classification level denotes its new temporary classification level as explained in Section (1) of Part 1 of this Schedule. Should any benchmark position eventually become an excluded position as determined by the Labour Relations Board in accordance with Clause 2.03 of this Agreement, it shall be removed from the list of benchmark positions.)

AGRICULTURE

- | | |
|---------------------|--|
| Agriculturist 2 (1) | - Assistant District Agriculturist (Williams Lake) |
| Agriculturist 3 (2) | - District Agriculturist (Vanderhoof) |
| Agriculturist 3 (2) | - Range Specialist (Williams Lake) |
| Agriculturist 3 (2) | - Regional Farm Economist (Vernon) |
| Agriculturist 3 (2) | - Plant Pathology Specialist (Kelowna) |
| Agriculturist 4 (3) | - Assistant Head, Soils Branch |
| Agriculturist 4 (3) | - Assistant Head, Farm Economics Branch |
| Agriculturist 4 (3) | - Supervising Horticulturist (Summerland) |
| Agriculturist 5 (4) | - Head, Apiculture Branch |

ENVIRONMENT

- | | |
|----------------|--|
| Engineer 3 (2) | - Regional Staff Engineer, Environmental Protection, Pollution Control |
| Engineer 3 (2) | - Hydraulic Engineer, Engineering Division, Water Investigations Branch |
| Engineer 4 (3) | - Senior Hydraulic Engineer, Engineering Division, Water Investigations Branch |
| Engineer 4 (3) | - Senior Hydraulic Engineer, Hydrology, Water Investigations Branch |
| Engineer 4 (3) | - Assistant Regional Engineer, Water Rights Branch |

Engineer 4 (3)	- Senior Engineer, Hydrology, Water Investigations Branch
Engineer 5 (4)	- Head, Surface Water Section, Hydrology, Water Investigations Branch
Engineer 5 (4)	- Head, Water Supply Section, Engineering Division, Water Investigations Branch
Engineer 5 (4)	- Regional Engineer, Water Rights Branch
Land Officer 3 (2)	- Land Manager (100 Mile House), Land Management District
Land Officer 3 (2)	- Land Manager (Kamloops)
Land Officer 4 (3)	- District Land Manager (Kamloops)
Surveyor 1	- Land Surveyor, Legal Surveys Branch
Surveyor 2	- Land Surveyor, Legal Surveys Branch
Surveyor 3	- Assistant Chief, Field Operations Division, Surveys & Mapping Branch

FORESTS

Forester 2 (1)	- Forest Classifier, Forest Inventory Division
Forester 3 (2)	- Field Forester, Forest Management, District Level
Forester 4 (3)	- Senior Field Forester, Forest Management
Forester 4 (3)	- Research Specialist, Forest Research
Forester 5 (4)	- In-charge Forest Management - District
Forester 5 (4)	- Senior Research Specialist, Forest Research
Forester 5 (4)	- In-charge, Forest Valuation - District
Forester 6 (5)	- Assistant District Forester
Forester 6 (5)	- Forest Geneticist, Forest Research
Forest Agrologist 3 (2)	- Zone Range Manager
Forest Agrologist 4 (3)	- Second-in-Charge, Range Management - District
Forest Agrologist 5 (4)	- In-charge District Manager
Engineer 3 (2)	- Field Engineer - District

HIGHWAYS & PUBLIC WORKS

Engineer 3 (2)	- Design Team Leader, Design & Surveys (Victoria)
Engineer 3 (2)	- Bridge Design Engineer (Victoria)
Engineer 3 (2)	- District Highway Manager (McBride)
Engineer 4 (3)	- District Highway Manager (New Denver)

Engineer 4 (3)	- Bridge Design Engineer (Victoria)
Engineer 4 (3)	- Preliminary Studies Engineer, Design & Surveys (Victoria)
Engineer 4 (3)	- Special Project Engineer, Geotechnical Branch (Victoria)
Engineer 5 (4)	- Codes and Standards Engineer, Safety Engineering (Vancouver)
Engineer 5 (4)	- Regional Design & Surveys Engineer (Nelson)
Engineer 5 (4)	- Supervising Geotechnical Engineer (Victoria)
Engineer 5 (4)	- Supervising Bridge Design Engineer (Victoria)
Engineer 5 (4)	- District Highway Manager (Kamloops)
Engineer 6 (5)	- Senior Bridge Design Engineer (Victoria)

MINES AND PETROLEUM RESOURCES

Geologist 4 (3)	- District Geologist, Mineral Resources Branch
Geologist 5 (4)	- Project Geologist, Mineral Resources Branch
Geologist 6 (5)	- Senior Project Geologist, Mineral Resources Branch
Engineer 3 (2)	- Environmental Inspector (Mining Engineer), Mineral Resources Branch
Engineer 4 (3)	- District Inspector and Resident Engineer (Ferne), Mineral Resources Branch
Engineer 5 (4)	- Senior Inspector of Mines and Resident Engineer (Ferne), Mineral Resources Branch
Engineer 5 (4)	- Senior Reclamation Inspector, Mineral Resources Branch
Engineer 6 (5)	- Deputy Chief Inspector - Coal and Special Services, Mineral Resources Branch
Geologist 3 (2)	- Regional and Reservoir Geologist, Petroleum Resources Branch
Geologist 4 (3)	- Economic and Reservoir Geologist (Petroleum Geology Specialist), Petroleum Resources Branch
Geologist 5 (4)	- Senior Economic Geologist and Senior Reservoir Geologist (Section Head/Senior Geologist), Petroleum Resources Branch
Geologist 6 (5)	- Chief Geologist (Geology Division Chief), Petroleum Resources Branch
Engineer 4 (3)	- Reservoir Engineer, Petroleum Resources Branch
Engineer 6 (5)	- District Engineer (Charlie Lake), Petroleum Resources Branch

BCGPEA Salary Grid

A : Salaries effective Jan 1 77

B : " " " " " " 78

Effective January 1, 1977

Effective January 1, 1978

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Current Classification	New Classification	Effective January 1, 1977						Effective January 1, 1978					
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Surveyor 1		1698	1765	1835	1909	1986		1751	1821	1893	1969	2049	
Veterinarian 1													
Surveyor 2		1833	1907	1983	2063	2147		1891	1967	2045	2128	2215	
Agriculturist 4	Agriculturist 3	2063	2147	2232	2345			2128	2215	2302	2419		
Architect 4	Architect 3												
Engineer 4	Engineer 3												
Forest Agrologist 4	Forest Agrologist 3												
Forester 4	Forester 3												
Geologist 4	Geologist 3												
Land Officer 4	Land Officer 3												
Surveyor 3													
Veterinarian 2		2232	2345	2439	2538			2302	2419	2516	2618		
Agriculturist 5	Agriculturist 4												
Architect 5	Architect 4												
Engineer 5	Engineer 4												
Forest Agrologist 5	Forest Agrologist 4												
Forester 5	Forester 4												
Geologist 5	Geologist 4												
Land Officer 5	Land Officer 4												
Veterinarian 3													

Current Classification	New Classification	Effective January 1, 1977						Effective January 1, 1978					
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Architect 6	Architect 5	2439	2538	2639	2729			2516	2618	2722	2815		
Engineer 6	Engineer 5												
Forest Agrologist 6	Forest Agrologist 5												
Forester 6	Forester 5												
Geologist 6	Geologist 5												
Veterinarian 4													
Inspector of Dykes		2538	2639	2729	2839			2618	2722	2815	2928		
Engineer 7	Engineer 6	2639	2729	2839	2999			2722	2815	2928	3093		
Forester 7	Forester 6												
Accounting Officer 1		2097	2147	2232	2345			2163	2215	2302	2419		
Accounting Officer 2		2232	2345	2439	2538			2302	2419	2516	2618		
Accounting Officer 3		2439	2538	2639	2729			2516	2618	2722	2815		
Accounting Officer 4		2639	2729	2839	2999			2722	2815	2928	3093		
Dental Officer 1		1825	1896	1970	2046	2128		1882	1956	2032	2110	2195	
Dental Officer 2		2412	2508	2605	2709			2488	2587	2687	2794		
Dental Officer 3		2799	2912	3023	3145			2887	3004	3118	3244		

Current Classification	New Classification	Effective January 1, 1977						Effective January 1, 1978					
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Dental Officer 4		2974	3093	3212	3342			3068	3190	3313	3447		
Home Economist 1	Licensed Home Economist 1	1218	1284	1355	1398			1256	1324	1398	1442		
	Licensed Home Economist 2	1355	1443	1532	1583			1398	1488	1580	1633		
Pharmacist 1		1418	1475	1531	1588	1643	1700	1463	1521	1579	1638	1695	1754
Pharmacist 2		1474	1533	1591	1650	1707	1768	1520	1581	1641	1702	1761	1824
Pharmacist 3		1630	1696	1760	1826	1890	1956	1681	1749	1815	1884	1950	2018
Pharmacist 4		1738	1807	1875	1945	2014	2083	1793	1864	1934	2006	2077	2149
Physiotherapist 1		1213	1261	1309	1362	1415	1471	1251	1301	1350	1405	1460	1517
Physiotherapist 2		1261	1309	1362	1415	1471	1530	1301	1350	1405	1460	1517	1578
Physiotherapist 3		1384	1440	1495	1556	1616	1681	1428	1485	1542	1605	1667	1734
Physiotherapist 4		1611	1676	1740	1810	1878		1662	1729	1795	1867	1937	
Physiotherapist 5		1908	1985	2061				1968	2048	2126			

	New Classification	Effective January 1, 1978				Effective August 1, 1978			
		Step 1	Step 2	Step 3	Step 4	Step 1	Step 2	Step 3	Step 4
	Licensed Psychologist 1	1533	1638	1728	1819	1591	1700	1794	1888
	Licensed Psychologist 2	1836	2004	2093	2181	1906	2080	2173	2264
	Licensed Psychologist 3	2040	2125	2203	2297	2118	2206	2287	2384

Effective January 1, 1978

Effective August 1, 1978

Current Classification	New Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Licensed Psychologist 4	2297	2396	2467	2567			2384	2487	2561	2665		
	Licensed Psychologist 5	2467	2567	2660	2752			2561	2665	2761	2857		
	Licensed Research Officer 5	2051	2146	2245	2349			2129	2228	2330	2438		

Transition Key

Current Classification

C = Current Step

N = New Step

Agriculturist 1

Architect 1

Engineer 1

Forest Agrologist 1

Forester 1

Geologist 1

Land Officer 1

C1

↓

N1

C2

↓

N2

C3

↓

N3

C4

↓

N3

C5

↓

N4

Agriculturist 2

Architect 2

Engineer 2

Forest Agrologist 2

Forester 2

Geologist 2

Land Officer 2

C1

↓

N4

C2

↓

N5

C3

↓

N5

C4

↓

N6

C5

↓

N6

All Other Classifications

Step for step

APPENDIX A

Definitions

For the purpose of this Agreement and unless its context otherwise requires:

1. ABSENCE WITH PAY (See LEAVE OF ABSENCE WITH PAY).
2. ABSENCE WITHOUT PAY (See LEAVE OF ABSENCE WITHOUT PAY).
3. ASSOCIATION means the British Columbia Government Professional Employees' Association.
4. BARGAINING AGENT means either the British Columbia Government Professional Employee's Association or the Treasury Board represented by the Government Employee Relations Bureau, as the context may require; and in the plural, both.
5. BARGAINING UNIT means the unit described in Section 4(b) of the Public Service Labour Relations Act, and includes all the employees for whom the British Columbia Government Professional Employees' Association has been certified by the Labour Relations Board as the bargaining agent.
6. BASIC SALARY (See PAY).
7. CONTINUOUS EMPLOYMENT means uninterrupted employment in the Public Service.
8. CONTINUOUS SERVICE (See CONTINUOUS EMPLOYMENT).
9. DAY means a calendar day, except as otherwise specified.
10. DAY OF REST means a day on which an employee is not ordinarily required to report for duty. It is unrelated to paid holidays, annual vacation or leaves of absence.
11. DEMOTION means a change from one position to another position with a lower maximum compensation.
12. DURATION WORK (See PROJECT EMPLOYEE).
13. EMPLOYEE means a person who is appointed to office under the Public Service Act, who is included in the bargaining unit, and who is covered by this Agreement.

"Employee" includes:

- (a) "regular employee" - meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature; and
- (b) "auxiliary employee" - meaning an employee who is employed for work which is not of a continuous nature, such as:
 - (i) seasonal positions;
 - (ii) temporary positions created to cover employees on vacation, short term illness or injury or long term disability or weekly sickness indemnity, education leave, or any other leave; or
 - (iii) temporary positions created by special programs such as the summer student employment program, winter works program for the unemployed, emergencies such as floods, or other special temporary programs.

"Employee" does not include:

- (a) persons excluded by Section 1 of the Public Service Labour Relations Act; or
- (b) incumbents of managerial or confidential positions mutually excluded by the parties.

- 14. EMPLOYER means either the Government of British Columbia represented by the Government Employee Relations Bureau or a ministry of the Government of British Columbia, as the context may require.
- 15. FIELD STATUS means the status of employees who are normally required to work away from their point of assembly and who do not, on a day-to-day basis, work in an office, institution or some other similar fixed location which is their normal point of assembly.
- 16. GEOGRAPHIC LOCATION (See HEADQUARTERS).
- 17. HEADQUARTERS means that area within a radius of twenty (20) miles of where an employee ordinarily performs his duties. For relocation

purposes within the Greater Vancouver Regional District, headquarters means that area within a radius of ten (10) miles of where an employee ordinarily performs his duties.

18. HOLIDAY means the twenty-four (24) hour period commencing at 00.01 hours of a day designated as a paid holiday in this Agreement.
19. HOURS OF OPERATION means the hours established by the Employer to provide adequate service to the public and to fulfill the functions of the work unit concerned.
20. LEAVE OF ABSENCE WITH PARTIAL PAY means absence from work with the Employer's permission and with receipt of a portion of pay.
21. LEAVE OF ABSENCE WITH PAY means absence from work with the Employer's permission and with receipt of pay.
22. LEAVE OF ABSENCE WITHOUT PAY means absence from work with the Employer's permission but without receipt of pay.
23. LICENSING BODY means an association that has statutory authority to license a person to practise a particular profession.
24. LOCATIONAL REPRESENTATIVE means an employee designated by the Association to represent other employees within a particular geographic jurisdiction and to assist them in such matters as the handling of grievances.
25. PARTY means either the British Columbia Government Professional Employees' Association or the Treasury Board represented by the Government Employee Relations Bureau, as the context may require; and in the plural, both.
26. PAY means rate of compensation for the job as stipulated in the Subsidiary Agreement. A part-time employee will receive the rate of compensation on a pro-rata basis.
27. PROBATIONARY EMPLOYEE means an employee during his period of probation as defined in the Public Service Act.
28. PROJECT EMPLOYEE means an employee who joins the Public Service solely to participate in a particular area of work which is not

part of the regular activity of the Public Service and which will terminate upon accomplishment of certain pre-determined objectives.

29. PROJECT WORK (See PROJECT EMPLOYEE).
30. PROMOTION means a change from one position to another with a higher maximum compensation.
31. PUBLIC SERVICE means the Public Service of British Columbia.
32. RATE OF PAY (See PAY).
33. REGULAR EARNINGS (See PAY)
34. REGULAR RATE OF PAY (See PAY).
35. REGULAR SALARY (See PAY).
36. RELOCATION means a long-term movement of an employee from one geographic location to another.
37. RESIGNATION means voluntary termination by an employee on a specified date.
38. SALARY (See PAY).
39. SPLIT SHIFT means a shift in which there is a break of a number of hours within the working hours.
40. TRANSFER means either a change from one position to another with the same maximum compensation or a relocation, as the context may require.
41. TRAVEL STATUS is as defined in Information Appendix B.
42. WORK DAY means a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating overtime only, the time worked immediately preceding a shift shall be deemed as time worked immediately after a shift.
43. WORK SCHEDULE means a pattern of work hours established through mutual agreement to meet the hours of operation.
44. WORK UNIT means a group of employees carrying out a distinct aspect of a Ministry's overall operation.
45. WORKING DAY (See WORK DAY).

APPENDIX B

EXCLUSIONS

Pursuant to Clause 2.03 of this Agreement, incumbents of the following positions, plus incumbents of all additional positions to be determined by the Labour Relations Board as well as incumbents of such other positions as may be mutually agreed to by the parties from time to time, shall be excluded from this Agreement, including the Subsidiary Agreement.

Ministry 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

Ministry of Energy, Transport & Communications

Director, System Development & Regulation Branch

Director, Telecommunications Service

Ministry of the Environment

Assistant Deputy Minister

Director of Surveys & Mapping

Director of Land Management

Chief, Legal Surveys Division
Chief, Field Operations Division
Chief, Map Production Division
Inventory Co-ordinator
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

Ministry of Finance

Director, Income Tax
Director, Consumer Taxation

Ministry of Forests

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

Ministry of Health

Director, Division of Environmental Engineering
Director, Division of Dental Health Services
Director of Psychology, Riverview Hospital
Unit Director, B.C. Youth Development Centre
Director, Integrated Services for Child and Family Development

Ministry of Highways & Public Works

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

Ministry of Human Resources

Head, Psychology Department, Woodlands School

Director of Psychology, Glendale Lodge

Ministry of Mines & Petroleum Resources

Chief Engineer, Engineering Division, Petroleum Resources

Chief Inspector of Mines, Inspection Division, Mineral Resources

Chief Geologist, Geological Division, Mineral Resources

Ministry of Recreation & Conservation

Chief, Engineering Division

APPENDIX C

ARBITRATORS

The following persons, to be chosen by alphabetical rotation, shall act as an Arbitrator, pursuant to Clause 9.02 of this Agreement:

Richard Bird

Richard Higgins

Bryan Williams

APPENDIX D

Computation of Entitlements to Designated Paid Holidays and Annual Vacation for Regular Part-time Employees

(1) Computation Method

The above entitlements shall be computed on the basis of:

- (a) 21.75 working days (7 hours each) per month, regardless of the month in question.
- (b) 152.25 working hours (21.75 X 7) per month.
- (c) Pay received for regularly scheduled straight-time working hours only (pay received for non-scheduled hours worked shall not be counted).
- (d) Conversion of working days to working hours, so that the effect of scheduled working days which are shorter or longer than 7 hours shall be taken into consideration.

(2) Prerequisite to Entitlement

To qualify for either of the above entitlements in any month, a regular part-time employee must receive pay for a minimum time that is proportional to the equivalent of ten working days (7 hours each) that is required of a regular full-time employee.

Example: If, in a particular month, a regular part-time employee is scheduled to work 77 straight-time hours (e.g. 11 7-hour days, or 7 11-hour days, or 14 5½-hour days), then his minimum proportional equivalent shall be $\frac{10}{21.75} \times 77 = 35.40$ hours.

(3) Designated Paid Holidays

Using the example in (2) above, where there is a designated paid holiday in a particular month, the regular part-time employee's entitlement shall be $\frac{77}{152.25} \times 7 = 3.54$ hours.

Therefore, for the month concerned, he shall be required to work only $77 - 3.54 = 73.46$ hours instead of the scheduled 77 hours, but he shall receive pay for 77 straight-time hours.

Where two or more designated paid holidays fall within a particular month, the regular part-time employee's entitlement shall be 3.54 hours X the number of designated paid holidays.

(4) Annual Vacation

Using the example in (2) above, during the regular part-time employee's first 15 years of continuous service, his entitlement for the month concerned shall be $\frac{77}{152.25} \times 1 \frac{2}{3} \times 7 = 5.90$ hours.

INFORMATION APPENDIX A

SHORT TERM ILLNESS AND INJURY
AND LONG TERM DISABILITY REGULATIONS

Pursuant to Article 22 of this Agreement, the following regulations approved under the Public Service Act are included for information purposes only and do not form part of this Agreement or the Subsidiary Agreement.

PART I

SHORT TERM ILLNESS AND INJURY PLAN

1.01 Eligibility

- a) Regular employees shall be covered by the short term illness and injury plan upon completion of six (6) months of service with the Employer.
- b) Regular employees with less than six (6) months of service who are unable to work because of an illness or an injury are entitled to six (6) days coverage at full pay or pro rated if a part-time employee, on the part-time percentage of time at date of hire.
- c) Regular employees with three (3) months but less than six (6) months of service will be entitled to fifteen (15) weeks (75 working days) of coverage, consisting of the above six (6) days, or what remains of the six (6) days entitlement, at full pay and the remainder of the fifteen (15) weeks at 66 2/3% of pay to the Unemployment Insurance Commission maximum weekly sickness benefit level (\$147 in 1977).
- d) Notwithstanding (a), (b) and (c) above where a regular employee is on a claim recognized by the Workers' Compensation Board, while the employee was on the Employer's business, he shall be entitled to leave at his regular rate of pay, up to a maximum of 130 days for any one claim, in lieu of Short Term Plan benefits as outlined in 1.02. In such cases the compensation payable by the Workers' Compensation Board shall be remitted to the Employer.

1.02 Short Term Plan Benefit

In the event an employee is unable to work because of an illness or injury he will be entitled to a benefit of up to 130 working days at 75% of pay, provided this does not exceed a calendar period of six (6) months from date of absence. In any one calendar year the first six (6) working days of absence from work due to illness or injury will be paid at 100% of pay. Employees who exhaust all or part of their six (6) working days entitlement at 100% of pay in a calendar year will have it reinstated in the following calendar year upon return to work. Employees who have accumulated sick leave credit under the old sick leave plan will have their accumulated sick leave credits frozen but will supplement their 75% of pay benefit under the new plan by using 25% of a day's accumulation under the old sick leave plan for each day of absence under the new plan. Before becoming eligible for long term disability plan benefits employees must use all sick leave accumulated under the old sick leave plan.

1.03 Recurring Disabilities

Employees who return to work after being absent because of illness or injury and within five (5) working days again become unable to work because of the same illness or injury, will have their 130 day maximum benefit period reduced by all previous periods of absence because of that illness or injury which were not separated by at least five (5) days of work. Subsequent absences due to illness or injury unrelated to the illness or injury that caused the previous absence will entitle the employee to a further 130 days of short term benefits.

1.04 Doctor's Certificate of Inability to Work

The Employer may require an employee who is unable to work because of an illness or injury to provide a statement from a qualified medical practitioner providing medical evidence of the employee's

inability to work when it appears that a pattern of consistent or frequent absence is developing. The Employer may request a statement from a qualified medical practitioner if the absence is for more than five (5) days.

1.05 Integration with other Disability Income

Short term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the 1/4 day accumulation from the old sick leave plan that is being used to supplement the new plan. Other disability income benefits will include:

- (a) Any amount the absent employee receives from any group insurance, wage continuation or pension plan of the Employer.
- (b) Any amount of disability income provided by any compulsory act or law, except Unemployment Insurance sickness benefits and W.C.B. benefits payable in accordance with Section 1.01 (d).
- (c) Any periodic benefit payment from the Canada or Quebec pension plan or other social security plan of any country.

1.06 Benefits not paid During Certain Periods

Benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay
- (b) engaged in an occupation for wage or profit
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work
- (d) serving a prison sentence
- (e) on leave of absence including maternity leave
- (f) on suspension without pay

1.07 Exclusion from Benefits

Benefits will not be paid when the illness or injury causing the employee to be absent from work results from:

- (a) intentionally self-inflicted injuries or illness
- (b) active service in any naval, military or air force, after the commencement of this plan
- (c) war
- (d) voluntary participation in a riot or civil commotion except while in the course of performing his regular occupation.

1.08 Employee to Inform Employer

The employee shall inform the Employer as soon as possible of his inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.

1.09 Entitlement

For the purpose of calculating six (6) days per calendar year, one day shall be considered to be one day regardless of the regularly scheduled work day. Calculation for part-time employees and partial days will be on a pro rated basis.

1.10 U.I.C. Premium

The parties agree that the complete premium reduction from the Unemployment Insurance Commission accruing through the improved illness and injury plan will be returned to the Employer.

1.11 Lay-off or Separation

- (a) Subject to (b) and (c) below, regular employees who have completed three (3) months of service and who are receiving benefits pursuant to 1.01 (c), 1.01 (d) or 1.02 above, shall continue to receive such benefits upon lay-off or separation until the termination of the illness or until the maximum

benefit entitlement has been granted, whichever comes first, if the notice of lay-off or separation is given after the commencement of the illness for which benefits are being paid.

- (b) In the event that lay-off or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the lay-off or separation only if the illness commenced within two (2) months of the effective date of the lay-off or separation.
- (c) Benefits will continue to be paid in accordance with (a) above, for which notice of lay-off or separation was given prior to the commencement of the illness and if the illness commenced more than two (2) months before the effective date of the lay-off or separation.

PART II

LONG TERM DISABILITY PLAN

2.01 Eligibility

- a) Regular employees who work more than 456 hours in a six (6) month period shall be covered by the Long Term Disability Plan upon completion of the six (6) month regular service with the Employer.
- b) An employee who is not actively at work because of illness or injury on the work day coincident with, or immediately preceding, the date he would otherwise have become eligible for coverage under the plan will not be eligible for coverage until the date the employee returns to active employment.
- c) Employees on Long Term Disability will be considered an employee for purposes of Superannuation and will continue to be covered by Group Life, Extended Health, Dental and Medical Plans. Employee contributions for Group Life, Extended Health, Dental and Medical Plans benefits will be waived by the Employer. Employees will not be covered by any other portion of the Agreement, but will retain seniority rights should they return to active employment immediately following recovery.
- d) Coverage in the plan is a condition of employment.

2.02 Long Term Disability Benefit

In the event an employee, while enrolled in this Plan, becomes totally disabled as a result of an accident or a sickness, then, after the employee has both been totally disabled for six months and has exhausted any sick leave entitlements the employee shall be eligible to receive a monthly benefit equal to the sum of:

- (a) 66 2/3% of the first \$1,500 of monthly earnings; and
- (b) 50% of the monthly earnings above \$1,500.

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability as determined by the Employer.

The Long Term Disability benefit payment will be made so long as an employee remains totally disabled and will cease on the date the employee reaches age 65, recovers or dies, whichever first occurs.

2.03 Total Disability

- a) Total disability, as used in this Plan, means the complete inability because of an accident or sickness, of a covered employee to perform all the duties of his own occupation for the first two (2) years of disability. Thereafter, employees able by reason of education, training or experience to perform the duties of a gainful occupation for which the rate of pay is not less than 85% of the rate of pay of their regular occupation at date of disability will not be considered totally disabled and will therefore, not be eligible for benefits under this Long Term Disability Plan.
- b) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received 24 months of Long Term Disability Plan benefit payments must be confined to a hospital or mental institution or where they are at home under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.

During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.

- c) If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, the regular monthly benefit from this plan will be reduced by 25% of the employee's earnings from such rehabilitative employment. In the event that income from rehabilitative employment and the

benefit paid under this Plan exceed 85% of the employee's earnings, at date of disability, the benefit from this Plan will be further reduced by the excess amount.

Rehabilitative employment shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the Employer.

The rehabilitative employment of a disabled employee will continue until such time as the employee's earnings from rehabilitative employment exceed 85% of the employee's earnings at the date of disability but in no event for more than 24 months from the date benefit payments commence.

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved of as rehabilitative employment by his doctor and the Employer, then the regular monthly benefit from the Plan will be reduced by 100% of such earnings.

2.04 Exclusions from Coverage

The Long Term Disability Plan does not cover total disabilities resulting from:

- (a) War, insurrection, rebellion or service in the armed forces of any country;
- (b) Voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of his regular occupation;
- (c) Intentionally self-inflicted injuries or illness;
- (d) Pregnancy, childbirth, miscarriage or abortion except severe complications following termination of pregnancy;
(Intention is no coverage for normal pregnancy.)
- (e) A disability known to the Employer and which was specifically taken into account by the Employer at time of hiring.

2.05 Pre-Existing Conditions

An employee shall not be entitled to Long Term Disability benefits from this Plan if his total disability resulted from an accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received in the 90 day period prior to the date coverage under the Plan commenced unless he has completed 12 consecutive months of service after the date of commencement of coverage during which time he has not been absent from work due to the aforementioned accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received. This clause does not apply to present employees who have been continuously employed since April 1, 1977.

2.06 Integration with other Disability Income

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused him to be eligible to receive benefits from this Plan, the benefits from this Plan will be reduced by 100% of such other disability income.

Other disability income shall include, but not necessarily be limited to:

- (a) Any amount payable under any Workers' Compensation Act or Law or any other legislation of similar purpose, and;
- (b) Any amount the disabled employee receives from any group insurance, wage continuation or pension plan of the Employer that provides disability or retirement income and;
- (c) Any amount of disability income provided by any compulsory act or law, and;
- (d) Any periodic primary benefit payment from the Canada or Quebec Pension Plan or other similar social security plan of any country to which the disabled employee is entitled or to which he would be entitled if his application for such a benefit were approved, and;

(e) Any amount of disability income provided by any group or association disability plan to which the disabled employee might belong or subscribe.

The amount by which the disability benefit from this Plan is reduced by other disability income will normally be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements will not further reduce the benefit from this Plan.

2.07 Successive Disabilities

If, following a period of total disability with respect to which benefits are paid from this Plan, an employee resumes his regular occupation on a full-time basis for a continuous period of six (6) months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

In the event the period during which such an employee has returned to work is less than six (6) months and the employee again suffers a total disability and that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of the Plan as though he had not returned to work.

Should such an employee suffer a subsequent disability that is unrelated to the previous disability and provided the period during which the employee returned to work is longer than one month the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments in accordance with the provisions of this Plan. If the period during which the employee returned to work is one month or less the subsequent disability shall

be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

2.08 Individual Terminations

An employee shall cease to be covered by this Plan at the earlier of the following dates:

(a) on the date of termination of employment with the employer;

(b) on the date that is six (6) months prior to his or her 65th birthday. Cessation of active employment as a regular employee shall be considered termination of employment except when an employee is on authorized leave of absence with or without pay. Employees on leave of absence without pay may opt to retain coverage under the plan and shall pay the full premium. Coverage will be permitted for a period of 18 months of absence without pay except if such leave is for educational purposes when the maximum period will be extended to two (2) years. If an employee on leave of absence without pay or partial pay becomes disabled his allowance under this Plan will be based upon monthly earnings immediately prior to the current leave of absence.

2.09 Benefits Upon Plan Termination

In the event this Long Term Disability Plan is terminated the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled employees who become disabled while covered by this Plan prior to its termination.

2.10 Contributions

The cost of this Plan will be borne by the Employer.

2.11 Waiver of Contributions

Employee contributions to this Plan shall be waived with respect to disabled employees during the time such an employee is in receipt of disability benefit payments from this Plan.

2.12 Claims

Long Term Disability claims will be adjudicated and paid by a claims paying agent to be appointed by the Employer. In the event a covered employee disputes the decision of the claims paying agent regarding a claim for benefits under this Plan, the employee may arrange to have his claim reviewed by a claims review committee composed of three medical doctors; one designated by the claimant, one by the Employer and a third agreed to by the first two.

Written notice of a claim under this Plan shall be sent to the claims paying agent no later than 45 days after the earliest foreseeable commencement date of benefit payments from this Plan or as soon thereafter as is reasonably possible. Failure to furnish the required notice of claim within the time stated shall not invalidate nor reduce the claim if it was not reasonably possible to file the required notice within such time, provided the notice is furnished no later than six (6) months from the time notice of claim is otherwise required.

2.13 Physical Examination

The Employer at his own expense shall have the right and be given the opportunity to have a medical doctor appointed by the Employer examine, as often as it may reasonably require, any employee whose injury, sickness, mental or nervous disorder is the basis of claim upon this Plan.

2.14 Canadian Currency

All monies payable to or from this Plan shall be payable in Canada in Canadian currency.

2.15 Administration

The Employer will be the administrator of the Plan. All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 8 and 9 of the Agreement.

2.16 Implementation by Regulation

The provisions of this Article shall become part of a memorandum of agreement between the parties and will be implemented by regulation.

INFORMATION APPENDIX B

Board and Lodging Regulations and Transfer Regulations

Pursuant to Clause 32.06 of this Agreement, the following regulations approved under the Public Service Act are included for information purposes only and do not form part of this Agreement or the Subsidiary Agreement.

PREAMBLE

- 1.01 These regulations made pursuant to Section 74(1) of the Public Service Act are established to set out the rate of allowances and the terms and conditions governing their application for employees who are transferred or who are required to live or work away from their headquarters area.
- 1.02 These regulations apply to all employees covered by the collective agreement for the Professional Bargaining Unit (Public Service Labour Relations Act, Section 4(b)).
- 1.03 These regulations supersede all previous regulations, policies and practices where such are in conflict with these regulations.
- 1.04 The regulations set out herein shall be effective April 1, 1976.

PART I

BOARD AND LODGING REGULATIONS

1.01 Definitions

For the purpose of these regulations:

"Stationary employees" are employees who occupy positions that require them to:

- (a) carry out their duties on a day-to-day basis at their headquarters; and/or
- (b) travel from their headquarters for short periods of time; and/or

(c) travel from their headquarters more or less on a continuous basis, but whose assignments are of sufficiently short duration so that temporary headquarters can not be practically assigned.

"Mobile employees" are those that occupy positions requiring assignment to a "temporary" headquarters for a significant period of time for each specific project and who are required to carry out their duties on a day-to-day basis from their assigned temporary headquarters. These employees are usually required to change their temporary headquarters on a continual basis and would not be domiciled at a permanent headquarters.

"Field Status" employees who are normally required to work away from their point of assembly and who, on a day-to-day basis, do not work in an office, institution, plant or other similar fixed location which is their normal point of assembly.

"Permanent camp" is a camp which will be established and occupied continuously for more than one year.

"Semi-Permanent camp" is a camp which will be established and occupied continuously for less than one year but more than five months.

"Seasonal camp" is a camp or base camp that will be established and occupied less than five months and is usually comprised of tents and where feasible trailers.

"Fly or Sub-Base camp" is a camp that will be established and occupied on a very temporary basis, is mobile in nature, and is generally isolated with very restricted access.

"Local hire" is a person who is hired or is domiciled within fifty (50) miles of the job site by means of the shortest road route.

"Travel Status" with respect to an employee means absence of the employee from his headquarters or geographic location on Government business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside of his headquarters or to field status employees.

"Headquarters or geographic location" is that area within a radius of twenty (20) miles of where an employee ordinarily performs his duties. Within the Greater Vancouver Regional District, geographic location for transfer purposes is that area within a radius of ten (10) miles of where an employee ordinarily performs his duties. When employees are transferred, the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist.

"Seasonal field employees" are those employees who occupy positions which permit them to be normally domiciled at their permanent headquarters but who are assigned field duties on a seasonal basis, returning to their permanent headquarters when not working in the field.

1.02 Board & Lodging Allowances

(a) Local hire

No board and lodging will be supplied or no living allowance will be paid to persons hired locally for a project. Should such persons be transferred to another project where the distance involved requires the person to reside away from his original point of domicile, then board and lodging allowances will apply.

(b) Employees at their Headquarters

No board and lodging will be supplied, or living allowance or meals and/or accommodation paid to employees while at their permanent place of residence or to "Stationary" or "Seasonal field" employees while at their permanent headquarters, except as specifically authorized by the Master Agreement or any Component Agreement.

(c) Travel Status

The following conditions and class of employees shall be entitled to the current meal allowance and accommodation reimbursement, or the current private accommodation allowance in lieu of accommodation reimbursement.

(i) "Stationary" employees who are required to travel away from

their permanent headquarters up to a maximum of sixty (60) days at one location on a continuous basis.

(ii) "Mobile" employees who are required to travel away from their temporary headquarters, or, who are moving from one assigned temporary headquarters to another, and for a period of up to thirty (30) days at the beginning of each assignment to enable him to arrange suitable longer term accommodation.

(iii) "Seasonal Field" employees who are required to travel away from their permanent headquarters up to a maximum of sixty (60) days at one location on a continuous basis, or, who are required to travel away from their assigned temporary headquarters for short periods up to a maximum of thirty (30) days at one location on a continuous basis, or who are moving from one assigned temporary headquarters to another, and for a period up to thirty (30) days at the beginning of each assignment to enable him to arrange suitable longer term accommodation, or until the Employer makes other arrangements such as providing board and lodging using community services or camp facilities.

(iv) Notwithstanding any provisions contained in Sections c (i), (ii), (iii), Travel Status will not apply where the Employer decides to provide for or supplies free board and lodging.

(d) Board & Lodging

The following conditions and class of employees when not on Travel Status, shall be entitled to board and lodging supplied by the Employer in either Employer operated camps, or by means of local Community services.

(i) "Stationary" employees assigned to a temporary headquarters.

(ii) "Mobile" employees assigned to a temporary headquarters.

(iii) "Seasonal field" employees assigned to a temporary headquarters.

(e) Per diem living allowance

The per diem living allowance is intended to cover only those living costs which are considered over and above normal for those employees whose positions require mobility or require that the

employee live in the field thereby making it impractical to establish a relatively permanent residence or reside at their permanent residence.

(i) Where the employee would otherwise be entitled to Travel

Status under Section (c) or board and lodging supplied under Section (d), the employee may elect a per diem living allowance in lieu of Travel Status or board and lodging supplied in which case, the employee shall be responsible to find and pay for his own accommodation and make and pay for his own board arrangements. However, where the Employer establishes a camp, the employee will be obligated to receive board and lodging using camp facilities at the Employer's option.

(ii) The election of the per diem allowance by the employee shall not result in greater transportation costs to the Employer than would have resulted if board and lodging was supplied by the Employer.

(iii) Where the employee is entitled, the per diem living allowance will be \$14.50 per day for each calendar day in the month which will be paid via the Payroll (subject to Income Tax) one (1) month in arrears to enable the Pay Offices to calculate the correct entitlement. This allowance will be paid for the periods employed on the job and including days of rest, statutory and declared holidays, paid sick leave, approved W.C.B. leave with pay, other approved leave of absence with or without pay for periods of up to five (5) days. Without limiting or extending the provisions of this Section, the per diem allowances will not be payable during the following periods:

- Non-approved unpaid absences from the job including abutting weekends.
- unpaid W.C.B. leave and unpaid sick leave in excess of five (5) days, except that where such conditions occur and the

employee remains at the job area, then board and lodging will be supplied by the Employer but not beyond the period of hire or twenty (20) days whichever is the lesser.

- while on Educational leave with or without pay.
 - termination pay for holidays and sick leave upon retirement.
 - while employee is away from the job on field crew leave.
 - while employee is moving from one job site to another or from one Headquarters to another and on Travel Status.
- (iv) Where an employee has elected free board and lodging it is understood and agreed that 50% of the per diem living allowance will be payable where the Employer is unable to supply board but lodging is supplied.
- (v) Where an employee has elected the per diem allowance, it is understood and agreed, that in the following situations, 50% of the per diem allowance will be payable where the employee and Employer mutually agree that it is necessary to retain the employee's accommodation at his headquarters and in such cases, the Employer's agreement shall not be unreasonably withheld:
- where the employee is temporarily assigned away from his headquarters and is on Travel Status or supplied with free board and lodging.
 - where the employee is on annual holidays, banked holidays or compensatory time off with pay. For the purpose of calculating the allowance, holidays or compensatory time off will be considered to commence on the first day off the job and will end the day before the employee's return to work.
 - where the employee is on leave with pay for Association business.

Where the employee and Employer do not find it necessary to retain accommodation at the employee's headquarters under the

circumstances outlined in this section, then no per diem allowance is payable.

- (vi) It is understood that the Employer will advise the employee in advance as to what type of board and lodging facilities are or will be made available, and the employee will advise in writing if requested, prior to final arrangements being made, whether or not he wishes to accept board and lodging supplied or elect the per diem living allowance. The decision reached will remain in effect for the duration of the project, except that changes may be made by mutual agreement.
- (vii) Where employees have elected the per diem living allowance, it is understood and agreed that the Employer will be required to provide sufficient notice in writing of the termination date of the project to enable the employee to avoid possible duplication of accommodation payments. In the event the project terminates earlier than the notice date given, the employee shall be entitled upon production of receipts, to any duplication accommodation costs incurred directly resulting from the insufficient notice. Where the project terminates later than the notice date given, the employee shall be entitled, upon production of receipt, any abnormal increase of costs in accommodation, or any duplication accommodation costs incurred directly resulting from extending the termination date of the project. This would not include normal increases in rent that may be experienced during the extended period.

1.03 Moving of Trailers and Household Effects

It is understood and agreed that it is necessary for some "mobile", "seasonal field", and "stationary" employees to move from one assignment to another to carry out their normal duties. In these cases, the regular Transfer Expenses will not apply, instead, the Employer shall be responsible for arranging and paying for the moving of the employee's single wide house trailer, one vehicle and/or household effects.

1.04 Type of Accommodation

It is agreed and understood that where the Employer supplies lodging using community services, that whenever possible, the employee will be entitled to single accommodation and that the sharing of the room with other employees will not be required except under unusual circumstances, such as where sufficient accommodation is not available. Where the employee is sharing his accommodation with persons, other than employees entitled to lodging, or, where the employee is using accommodation in excess of single accommodation, the employee will be responsible for all lodging costs in excess of single accommodation.

1.05 Permanent Camp

Where a "stationary" employee's permanent headquarters is at a permanent camp, the employee will be required to pay for board and lodging supplied. The rate will be \$195 per month or proportion thereof for a partial month. Where lodging only is supplied, the rate will be \$60 per month or \$2 per day. Where board only is supplied, the rate will be \$135 per month, or \$4.50 per day, or \$1.50 per meal. This regulation, however, will not alter any existing arrangements whereby the employee bid on a posted competition with the proviso that free board and lodging would be supplied at the permanent headquarters.

PART II

TRANSFER REGULATIONS

1.01 Policy

(a) Transfer expenses will apply:

- (i) to employees who have to move from one headquarters or geographic location to another after completing their probation period and after winning an in-service competition where the position is permanently located at another headquarters or geographic location.
- (ii) to employees who have to move from one headquarters or geographic location to another at the Employer's request to fill a position which is permanently located at another headquarters or geographic location.

(b) Transfer expenses will not apply, but instead the applicable travelling, living and moving expenses provided under the Board and Lodging regulations will apply to the following groups of employees who will not be considered to be on Transfer:

- (i) to field status and other employees whose normal duties require moves from one temporary headquarters to another or from one assignment to another.
- (ii) to field status and other employees who are the successful applicant for a posted position, where such position is not permanently located at one headquarters or geographic location, such as is the usual case with field crew positions.
- (iii) to apprentice employees when there is a pre-programmed change in their headquarters or geographic location.

(c) To employees entitled to transfer expenses, the Employer will pay travelling, living and moving expenses on transfer in accordance with the following regulations.

1.02 Travel Expenses on Transfer

(a) Initial trip to seek new accommodation

The Employer shall grant, with no loss of base pay, prior to transfer, at a time mutually agreeable to Employer and employee,

up to three days plus reasonable travel time, to an employee being transferred and shall reimburse the employee for travel expenses for the employee and his spouse in accordance with the current regulations.

Any time beyond specified time may be charged against the employee's annual vacation credits, however, expenses will not be payable. This leave must be for the specific purpose of locating accommodation, with the intent, in as many instances as possible, that furniture and household effects may be delivered directly to the new residence.

(b) Travelling expenses moving to new location

For the purpose of definition, dependents are: spouse, dependent children, and anyone for whom the employee claims exemption on his Federal Income Tax return.

The Employer shall reimburse the employee for travel expenses incurred during the transfer for himself, and dependents, for the actual travel time, plus up to seven (7) days at the new location, where the employee is unable to move into his new accommodation, such expense allowances to be in accordance with current regulations.

Meals - Adults - full rate

Children 12 & under - 1/2 rate

Motel or Hotel - On production of receipts

Private lodging at old or new location at current rate.

1.03 Living Expenses Upon Transfer At New Location

After the first seven days has expired at the new location and the employee can establish to the satisfaction of the Employer that there is no suitable housing available, then:

- (a) The Employer shall pay an employee with no dependents a living allowance of \$8.00 per day up to a maximum of 30 days, or
- (b) The Employer shall pay an employee with dependents a living allowance of \$10.00 per day up to a maximum of 60 days.

1.04 Moving of Household Effects and Chattels

On transfer, the Employer shall arrange and pay for the following:

- (a) Moving of household effects and chattels up to 15,000 pounds including any item(s) which the contracted mover will accept as part of a load which includes hobbies, boats, outboard motors, washer, deepfreeze, and refrigerators.
- (b) Comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of \$25,000.
- (c) Where necessary, insured storage, up to two months, upon production of receipts.
- (d) The packing and unpacking of the employee's household effects and chattels.

1.05 Moving of Mobile Homes

On transfer, the Employer shall arrange and pay for the following:

- (a) Moving of mobile trailer or home up to 12 feet wide including any skirting, cabanas, or attachments. Where mobile homes in excess of 12 feet are involved, the Employer will pay:
 - the equivalent of cost of moving a 12 ft. mobile home, or
 - the real estate and legal fees involved in selling the extra wide trailer up to a maximum of \$2,000
- (b) Comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of \$25,000.
- (c) The setting up and levelling of a mobile home or double wide at the new location to a maximum of \$500 upon production of receipts.
- (d) The packing and unpacking of the employee's household effects and chattels if required.

1.06 Moving of Personal Vehicles upon Transfer

The Employer shall reimburse the employee for the costs of transporting one personal vehicle and one trailer towed by the personal vehicle.

The vehicle and trailer, where applicable may be driven, in which case

current mileage rates for the vehicle only will apply, or, vehicle and trailer, where applicable may be shipped by rail or boat in which case the cost of the least expensive method will be paid. In addition, the Employer will pay for any additional transportation charges, such as ferry fares, for the vehicle and trailer with or without load.

1.07 Cost of New Services Upon Transfer

The Employer shall reimburse the employee upon production of receipts on the following:

- (a) The cost of connections for plumbing, gas and electrical appliances to existing facilities.
- (b) The cost of alterations or modifications required to the existing facilities to allow hookup of plumbing, gas and electrical appliances up to a maximum of \$100.

1.08 Incidental Expenses on Transfer

The Employer shall pay to the employee upon transfer only one of the following amounts to cover incidental expenses on transfer and having claimed one allowance, no alternate further claim may be made.

- (a) When the employee is moving to an unfurnished house, suite, apartment, or mobile home \$420.00

This section does not apply where the Employer pays for the moving of household effects.

- (b) When the employee is moving to a furnished house, suite, apartment or mobile home. This section applies where the Employer pays for the moving of household effects or when the new accommodation is furnished \$140.00

- (c) When the employee is moving with a mobile home \$ 70.00

- (d) When the employee is moving to room and board \$ 25.00

The application for incidental expenses on transfer must be made by the employee on the appropriate form within 60 days of the employee's arrival at the new location, unless there is no available

suitable housing, in which case application must be made within 60 days of suitable housing becoming available.

Failure to apply within the 60 days will not obviate payment but will result in that payment being made that coincides with the payment that would have been made had application been made on time.

1.09 Notice to Employee Upon Transfer

It is understood and agreed that the Employer will provide the employee with reasonable notice of the transfer effective date and wherever possible, at least one month's notice shall be given. Where less than one month's notice is given, or the transfer date is altered either earlier or later than the transfer effective date given which directly results in duplication of rent costs to the employee, then the Employer agrees to reimburse the employee, upon production of receipts, to the duplicate rent payments at new location.

1.10 Requested Transfer by Employee

Where an employee requests a transfer from one headquarters or geographic location to another, all travelling and living expenses incurred in such a move are the responsibility of the employee.

1.11 Employee Responsible for Certain Costs Upon Transfer

The following are some of the expenses which will be the responsibility of the employee upon transfer.

- (a) Advertising for accommodation at new location
- (b) House cleaning at new and old location
- (c) All laundry and dry cleaning costs
- (d) Personal telephone connections
- (e) Moving of animals and pets
- (f) Television hookup

1.12 Real Estate and Legal Fees

On transfer, or within one year of the effective date of transfer, an employee who purchases and/or sells his private dwelling house, will

be entitled to claim for the following expenses upon production of receipts:

- (a) Reimbursement of fees to a maximum of \$2,000 charged by a real estate agency for the selling of the employee's private dwelling home in which he resided immediately prior to transfer.
- (b) Reimbursement of legal fees encumbered upon the employee because of the sale of his private dwelling home in which he resided prior to transfer and/or reimbursement of legal fees encumbered upon the employee because of the purchase of his private dwelling house in which he lives after transfer.

Acceptable and unacceptable expenses and services for reimbursement under the term "legal fees" are:

(i) Acceptable expenses

- registration of deed
- land registry searches
- registration of mortgage
- certificate of encumbrances
- photocopies
- telephone
- filing fees
- miscellaneous office expenses

(ii) Acceptable Services

- Solicitor's fee in respect of an agreement for sale where the new dwelling house is purchased.
- Solicitor's fee in respect of discharge of encumbrances against the former residence.
- Solicitor's fee in respect of financing the new dwelling house (e.g. first mortgage, second mortgage).
- Where the employee buys or sells a multiple dwelling (duplex, triplex, etc.) the fees are to be pro-rated.

(iii) Unacceptable Expenses & Services

- Solicitor's fee and disbursements in respect of an agreement for sale (includes land registry fees and searches) where the

former residence is sold. These items are the responsibility of the purchaser.

- Appraisal fees in respect of establishing a fair market value on the purchase of the new dwelling house.
- Survey fees in respect of establishing proper boundaries on the purchase of the new dwelling house.
- Disbursements for interest penalty in discharging a mortgage.
- Legal expenses incurred in the sale of the former residence or the purchase of the new residence where due to financing, legal or other unforeseen problems, the deal is not completed. Fees and expenses are only paid for the completed deal.
- The employee's dwelling house contains revenue-producing living accommodation which entail extra legal costs or fees. Extra costs are not payable or total cost is pro-rated in proportion to the floor area involved.

INFORMATION APPENDIX C

Application of Isolation Allowance

Pursuant to Clause 32.07 of this Agreement, the following regulations are included for information purposes only and do not form part of this Agreement or the Subsidiary Agreement.

- (1) Isolation allowance is not payable at temporary headquarters while an employee is on travel expenses or receiving lodging or meal allowance or free board and lodging.
- (2) Isolation allowance is payable while an 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. An employee, whose permanent headquarters is in the Forest District office at Prince Rupert and who 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.

LOCATION INDEX
ISOLATION ALLOWANCE

<u>Location</u>	<u>Points</u>	<u>Location</u>	<u>Points</u>
Alert Bay	17	Chetwynd	17
Alexis Creek	19	Clancy Creek	16
Aleza Lake	15	Clayhurst	19
Alice Arm	31	Cortez Island	14
Allison Pass	12		
Anahim Lake	21	Dease Lake	34
Atnarko Camp	24	Dinan Bay	32
Atlin	37	Dunster	17
Bamfield	20	Edgewood	15
Barkerville	18		
Bear Lake	15	Fauquier	15
Beaumont (Beaumont Park)	11	Finlay Forks	25
Beaver Cove	16	50 Mile Access Camp (Mica Creek)	13
Beaverdell	12	Fort Fraser	11
Bella Coola	19	Fort Nelson	17
Berg Lake Trail	19	Fort St. James	14
Big Bar	16	Fort St. John	11
Blue River	17	Fraser Lake	11
Bob Quinn Lake	38		
Bowron Lake	18	Germansen Landing	32
Bridge Lake	13	Gold Bridge	17
Buckinghorse River	28	Gold River	16
Burns Lake	13	Good Hope Lake	29
		Granisle (Babine Lake)	18
Carp Lake	21		
Cassiar	26	Hazelton	15
Cedarvale	14	Hixon	11
Chamiss Bay	24	Holberg	18
Charlie Lake	11	Honeymoon Creek	23

<u>Location</u>	<u>Points</u>	<u>Location</u>	<u>Points</u>
Hornby Island	14	Masset	27
Horsefly	14	Meziadin Lake	31
Houston	12	Mica Creek	13
Hudson's Hope	18	Mission Mountain	14
Hyland River	36	Moberly Lake	17
Ingenika	34	Montney	11
Kemano	25	Mount Le Moray	23
Kincome Inlet	23	Muncho Lake	35
Kitimat	11	Naden Harbour	32
Kitwanga	16	Nakusp	12
Kledo Creek	26	Nass River Bridge Site	25
Lakelse (Park)	11	Nass Valley	25
Lardeau	11	New Denver	11
Lasqueti Island	14	Nazko	20
Leo Creek	26	Nitinat	14
Liard River (Hot Springs)	33	Ocean Falls	23
Likely	20	115 Mile Creek	31
Louise Island	30	Ootsa Lake	18
Lovell Cove	31	Port Alice	16
Lower Post	36	Port Clements	27
Lucern Campsite	19	Port Edward	14
McBride	15	Port Hardy	15
McLeese Lake	12	Port McNeill	15
McLeod Lake	18	Port Renfrew	16
MacLure Lake	13	Prespatou	19
Mackenzie	17	Prince Rupert	14
Mahatta River	21	Prophet River	24
Mahood Falls	17	Purden Lake	16
Malcolm Island (Sointula)	17	Queen Charlotte City	26

<u>Location</u>	<u>Points</u>	<u>Location</u>	<u>Points</u>
Racing River	32	Tofino	16
Red Pass Junction	19	Topley Landing	18
Riske Creek	13	Trout Lake	21
Read Island	15	Tupper/Sudeten Park	12
Rose Prairie	11		
		Ucluelët	14
Salvus	18		
Sayward	15	Valemont	17
Sewell Inlet	30	Vanderhoof	11
Shelter Bay	14		
Slim Creek	18	Watson Lake (See Lower Post)	
Smithers	13	Wells	18
Smithers Landing	22	Wells Gray Park	17
Southbank	14	Welwood Camp	20
Stewardson Inlet	22	Whiskers Camp	18
Stewart	27	Winter Harbour	18
Stone Mountain Park	31		
Storey Lake	15	Zeballos	19
Stuart Island	16		
Stum Lake	19		
Summit Lake (Alaska Highway)	31		
Summit Lake (John Hart Highway)	14		
Tahsis	15		
Tatla Lake	19		
Tattoga Camp	38		
Taylor	11		
Telegraph Creek	37		
Telkwa	13		
Terrace	11		
Tete Jaune	17		
Toba Inlet	19		

INFORMATION APPENDIX D

WEEKLY INDEMNITY

Pursuant to Clause 29.07 of this Agreement, the following regulations approved under the Public Service Act are included for information purposes only and do not form part of this Agreement or the Subsidiary Agreement.

- a) The provisions of this Information Appendix will not apply to auxiliary employees who are either:
 - i) enrolled full time as a student of a day school, college or a university, or
 - ii) employed under employment incentive programs financed through public funds.
- b) Sickness indemnity shall be available to auxiliary employees who are employed for thirteen (13) weeks continuously with a minimum of twenty-three (23) hours per week. In the auxiliary employees fourteenth (14) and subsequent weeks of continuous employment where they have worked the aforesaid minimum, they shall be eligible for benefits for each period of illness to a maximum of fifteen (15) weeks at two-thirds (2/3) pay not to exceed the Unemployment Insurance Commission maximum weekly sickness benefit (\$147 in 1977).

Where there is a partial week of absence and partial week of work the employees weekly pay will not be less than the Unemployment Insurance Commission maximum weekly sickness benefit (\$147 in 1977).
- c) The benefit waiting period in each case of illness will be fourteen (14) days. This means that benefits will be paid from the fifteenth (15) day of illness.
- d) Full benefits will be reinstated:
 - i) in the case of new illness one (1) month after the return to active employment of that person following a previous illness,

- ii) in the case of the recurrence of an illness three (3) months after the return to active employment of that person following the previous occurrence of the illness.
- e) The payment of benefits to a person who is laid off or separated prior to termination of his illness shall be continued after the lay-off or separation until the total number of weeks for which benefits have been paid in respect of that illness is fifteen (15) weeks except that benefits will cease on the effective date of a scheduled lay-off or separation, if the illness occurs two (2) months (or less) before that lay-off or separation provided that notice of the lay-off or separation was given prior to the occurrence of the illness.
- f) The benefits described in this Information Appendix shall not be available to an employee whose illness, injury or personal circumstances may be described by any one of the following conditions:
 - i) who is not under the care of a licensed physician,
 - ii) whose illness is occupational and is covered by Workers' Compensation,
 - iii) whose illness is intentionally self-inflicted,
 - iv) who is pregnant and with a pregnancy related illness during the period commencing with the tenth (10th) week prior to the expected week of confinement and ending with the sixth (6th) week after the week of confinement; or during any period of formal maternity leave taken by the employee pursuant to the Maternity Protection Act of British Columbia or to mutual agreement between the employee and her Employer; or during any period for which the employee is paid Unemployment Insurance maternity benefits.
 - v) whose illness results from service in the armed forces,
 - vi) whose illness results from riots, wars or participation in disorderly conduct,
 - vii) who is ill during a period of paid vacation,
 - viii) whose illness is sustained while he is committing a criminal offence
 - ix) who is engaged in an employment for wage or profit,

- x) who is ill during a strike or lockout at the place where he was employed if that illness commences during the strike or lockout,
- xi) who is serving a prison sentence.

- g) The parties agree that the complete premium reduction from the Unemployment Insurance Commission accruing through the improved sick leave plan and the weekly indemnity plan will be returned to the Employer. This is in exchange for the implementation of the above mentioned plans.

INFORMATION APPENDIX E

APPOINTMENT POLICY

The following is the present administrative policy of the Public Service Commission pursuant to the Public Service Act and is included for information purposes only and does not form part of this Agreement or the Subsidiary Agreement.

1. Appointments

All appointments to the Public Service shall be based on merit pursuant to the Public Service Act.

2. Determination of Merit

The factors used to determine merit shall be education, skills, knowledge, experience, years of continuous employment in the Public Service, and any other matters which are necessary or desirable, having regard to the nature of the duties to be performed and consistent with the classification standards for the classification concerned.

The Employer and the Association agree to establish a joint committee which will determine the procedures to be followed in considering the factors used to determine merit as provided in Section 34 of the Public Service Act. The joint committee will have an equal number of members representing the Association and the Employer and shall meet at the call of either party.

3. Postings

Vacancies of a regular nature that are to be filled, for positions in the Bargaining Unit, shall be posted within thirty (30) days. Such postings shall be throughout the Public Service or in regions or Ministries as deemed necessary by the Public Service Commission.