



**2019-2022 Ambulance Paramedics and
Ambulance Dispatchers Collective
Agreement:**

Summary of Changes

October 2019

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PREAMBLE

The following sets out the elements of the tentative agreement reached between HEABC and the Ambulance Paramedics and Ambulance Dispatchers Bargaining Association (APADBA) on July 19, 2019. This document provides in detail the new or changed provisions of the collective agreement. Each of the new or changed provisions includes an Interpretation/Comment section to assist with clarifying the impact of the provision.

Unless specifically stated in the language or Interpretation/Comment section, all provisions of this tentative agreement shall come into full force and effect immediately following ratification.

MEMORANDUM OF SETTLEMENT

Whereas in 2017 the Province re-established a standalone bargaining unit for the Ambulance Paramedics of British Columbia (CUPE Local 873);

And whereas APADBA is the association representing paramedics and dispatch employees of BC Emergency Health Services (PHSA);

And whereas HEABC is the employers' association representing employers in the Health Sector, including BC Emergency Health Services (PHSA);

And whereas HEABC and APADBA (hereinafter, the "Parties") have engaged in collective bargaining for the purpose of negotiating a renewal collective agreement between HEABC and APADBA (the "Collective Agreement");

And whereas the Parties reached an Agreement in Principle on July 19, 2019;

APADBA and HEABC agree that the following terms constitute a tentative agreement for renewal of the collective agreement expired on March 31, 2019, and are subject to ratification by APADBA and HEABC and subject to the deposit of an Order In Council temporarily exempting employees under the parties' collective agreement from Part 4 of the *Employment Standards Act* (Hours of Work and Overtime) until the expiry of this agreement, and agree to recommend the same, without reservation, for ratification by their respective constituents in a timely fashion:

Term

The term of the collective agreement is April 1, 2019 to March 31, 2022.

Wages

Wage rates will increase starting the first pay period after the following dates and at the respective rates:

Effective the first pay period after April 1, 2019 2.0%

Effective the first pay period after April 1, 2020 2.0%

Effective the first pay period after April 1, 2021 2.0%

Fox Pay

Effective the first pay period after ratification of the Collective Agreement, Fox pay rates for hours at work, but not assigned an ambulance response or other duties by the Employer (hereinafter "Fox minimum wage hours") will be increased to the minimum wage rate under the *Employment Standards Act*. Fox minimum wage hours will no longer be subject to General Wage Increases.

Community Paramedics Wage Rate

Effective the first pay period after April 1, 2019, the wage grid for Community Paramedics shall increase by \$0.75 per hour.

Off-car Unit Chief Wage Rate

Effective the first pay period after April 1, 2019, the wage grid for Off-car Unit Chief shall be established at a rate of \$1.04 per hour above the regular Unit Chief rates.

Shift Premiums

Commencing the first pay period after April 1, 2020, an Employee shall be paid a night shift premium of \$1.50 per hour for all hours worked between 23h00 and 05h00.

In addition to the night shift premium in (a) above, commencing the first pay period in April 2020, an Employee shall be paid a weekend night shift premium of \$1.50 per hour, for a total shift premium of \$3.00 per hour, for all hours worked between 23h00 Thursday and 05h00 Friday, between 23h00 Friday and 05h00 Saturday, and between 23h00 Saturday and 05h00 Sunday.

Employees working either call out or standby shifts will attract the above premiums on all hours paid at their full rate of pay during the hours referenced above.

Commencing the first pay period after April 1, 2021, employees working an Alpha Paramedic shift shall be paid \$3.60 per hour for all hours worked between 18h00 and 06h00.

Fox Shift Conversion

The Employer will eliminate all Fox shifts during the term of this Collective Agreement to be completed by March 31, 2022.

Through deployment reviews, the Employer shall determine the appropriate replacement for all Fox shifts based on coverage and utilization needs, which may result in some Fox shifts being replaced with full-time shift patterns; while other Fox shifts may be replaced by Regular Part-time, Scheduled On Call, and/or On Call shifts.

Alpha Shift Patterns

The Parties agree that, effective the first pay period following April 1, 2021, the following shift patterns shall be revised:

- Alpha Crew Pattern

Four (4) twelve (12)-hour shifts followed by four (4) consecutive days off, followed by:

Four (4) twelve (12)-hour shifts followed by four (4) consecutive days off, followed by:

Four (4) twelve (12)-hour shifts followed by four (4) consecutive days off, followed by:

Four (4) twelve (12)-hour shifts followed by five (5) consecutive days off, followed by:
Three (3) twelve (12)-hour shifts followed by four (4) consecutive days off.

- Dispatch Alpha Shift Pattern

Four (4) twelve (12)-hour shifts followed by six (6) consecutive days off, with an additional twelve (12)-hour shift scheduled to abut a work block every sixth block to equal an average of thirty-five (35) hours per week. The additional twelve (12)-hour shifts will alternate between day shift and night shift.

Overtime

The parties agree that all other references to overtime thresholds and payment at straight-time rates shall conform to the standards set out in the *Employment Standards Act* and shall be revised accordingly on or before March 31, 2022. Such revisions shall include, but not be limited to, ensuring appropriate overtime rates are paid for work in excess of twelve hours per day, or an average of forty hours per week, including payment for training on days off for Full-time employees or other employees for whom such hours exceed forty hours per week.

Work Allocation

Pursuant to the changes to the ESA, call-outs may attract overtime. The parties agree that the Employer will be able to exhaust in-post straight-time options before being required to assign shifts at overtime. The parties acknowledge that this will require changes to the Collective Agreement work allocation rules and the Work Allocation Guidelines. The parties commit to working collaboratively in advance of implementation to revise work allocation rules and practices to reflect this agreement and to revise the related collective agreement language in advance of the next round of bargaining.

Greensheets

The parties agree that the Collective Agreement shall incorporate all greensheets signed during this round of bargaining subject to any further necessary changes that may have arisen to ensure compliance with the *Employment Standards Act*.

Housekeeping

The parties agree to update the wage grids to reflect the elimination of the “District Supervisor” classification. The wage grids will reflect the job titles “Planning Coordinator”, “Logistics Coordinator” and “Off-car Unit Chief”.

The term “District Supervisor” will be eliminated throughout the Collective Agreement.

The following documents are to be published in the joint central document repository:

- LOA #4 – ACP Paramedic Response Unit (PRU)
- LOA #9 – Critical Care Paramedic (CCP) Training Selection
- LOA #34 – Integrated Tactical Support Unit Selection

- LOA #5 – Acting Unit Chief

With the exception of LOA #34 (ITSU), these documents remain in full force and effect.

Further housekeeping items will be addressed between the parties through the printing process of the collective agreement.

* This MOS replaces the Agreement in Principle, signed on July 19, 2019 at 12:29am.

MEMORANDUM OF AGREEMENT (NEW) RE: CONSEQUENTIAL AMENDMENTS

WHEREAS on July 19, 2019, the Parties entered into an agreement in principle for the renewal of the collective agreement between HEABC and APADBA (the “Agreement in Principle”); and

WHEREAS the Agreement in Principle was subject to a time-limited Order in Council exempting employees under the parties’ collective agreement from Part 4 of the *Employment Standards Act* (Hours of Work and Overtime); and

WHEREAS the purpose of the aforementioned time-limited exemption is to allow for the orderly transition into compliance with the *Employment Standards Act* (the “Act”) in a manner that enhances service delivery; and

WHEREAS on September 6, 2019, the aforementioned Order in Council was deposited and employees under the parties’ collective agreement (the “Collective Agreement”) are exempt from Part 4 of the Act until March 31, 2022;

THEREFORE, THE PARTIES AGREE:

- I. Nothing in this memorandum of agreement alters the Parties’ Agreement In Principle with respect to Fox Shift Conversion:

4. Fox Shift Conversion

- a) The Employer will eliminate all Fox shifts during the term of this Collective Agreement to be completed by March 31, 2022.
- b) Through deployment reviews, the Employer shall determine the appropriate replacement for all Fox shifts based on coverage and utilization needs, which may result in some Fox shifts being replaced with full-time shift patterns; while other Fox shifts may be replaced by Regular Part-time, Scheduled On Call, and/or ~~On-Call~~ Kilo shifts.

2. The Parties agree to replace paragraph 5 of the Agreement in Principle with the following:

5. Alpha Shift Patterns

- a) The Parties agree that, effective the first pay period following April 1, 2021, the following shift patterns shall be revised:
 - i) Alpha Crew Pattern

Four (4) twelve (12)-hour shifts followed by four (4) consecutive days off, followed by:

Four (4) twelve (12)-hour shifts followed by four (4) consecutive days off, followed by:

Four (4) twelve (12)-hour shifts followed by four (4) consecutive days off,

followed by:

Four (4) twelve (12)-hour shifts followed by five (5) consecutive days off,

followed by:

Three (3) twelve (12)-hour shifts followed by four (4) consecutive days off.

ii) Dispatch Alpha Shift Pattern

Four (4) twelve (12)-hour shifts followed by six (6) consecutive days off, with an additional twelve (12)-hour shift scheduled to abut a work block every sixth block to equal an average of thirty-five (35) hours per week. The additional twelve (12)-hour shifts will alternate between day shift and night shift.

3. The language regarding overtime in the Agreement in Principle remains unchanged:

7. Overtime

- a) The parties agree that all other references to overtime thresholds and payment at straight-time rates shall conform to the standards set out in the *Employment Standards Act* and shall be revised accordingly on or before March 31, 2022. Such revisions shall include, but not be limited to, ensuring appropriate overtime rates are paid for work in excess of twelve hours per day, or an average of forty hours per week, including payment for training on days off for Full-time employees or other employees for whom such hours exceed forty hours per week.

4. Work Allocation

Pursuant to the changes to the ESA, call-outs may attract overtime. The parties agree that the Employer will be able to exhaust in-post straight-time options before being required to assign shifts at overtime. The parties acknowledge that this will require changes to the Collective Agreement work allocation rules and the Work Allocation Guidelines. The parties commit to working collaboratively in advance of implementation to revise work allocation rules and practices to reflect this agreement and to revise the related collective agreement language in advance of the next round of bargaining.

5. **The Parties agree to implement the following Collective Agreement amendments no later than March 31, 2022, or at such time as all Fox shifts and all Alpha shifts (paramedic and dispatch) have been converted per the Agreement in Principle (if these conversions occur before March 31, 2022):**

The Parties agree to delete all references to “on-call” or “callout” shifts and replace with “Kilo” to distinguish between on-call shifts and “On-call” status of employees. This is not intended to be a substantive change to the rights of either party.

Article 1.01 – Definitions

- (e) An “Irregular Full-time” employee is one who works ~~three hundred and thirty-six (336) hours in a 56-day period or three hundred and fifty (350) hours in a 70-day~~ **two hundred twenty-eight (228) hours in a forty (40)-day or six hundred (600) hours in a one hundred twenty (120)-day** period and is scheduled to fill both predictable and unpredictable work vacancies. Irregular Full-time employees’ seniority is based on full-time date of hire as a full-time employee and Irregular Full-time employees are entitled to all benefits outlined in this Agreement.

Article 16 – Overtime

16. OVERTIME
16.01 Calculation of Overtime

Full-time and Regular Part-time employees required to work overtime immediately following or immediately preceding their regular shift shall be paid for such overtime at one and one half (1.5) times their hourly rate of pay for the first three (3) hours in excess of the regular shift and thereafter at two (2) times the hourly rate of pay. **This notwithstanding, all hours that exceed twelve (12) hours in one shift shall be paid at two (2) times the hourly rate of pay.**

Regular Part-time employees will attract overtime rates for all hours worked in a regular shift that exceed six (6) hours, or their regularly scheduled shift, whichever is longer. In addition, Regular Part-time employees who are requested to work in excess of seventy-five (75) hours in a bi-weekly pay period shall be paid overtime at one and one-half (1.5) times their hourly rate of pay **and at two (2) times the hourly rate of pay for any hours that exceed twelve (12) hours in a shift.**

16.02 Completion of Calls

Crew members who are unable to complete a call by the end of their shift shall remain on duty for the additional time required to complete the call. Pay shall be in accordance with Clause 16.01.

16.03 Extended Tour of Duty

Any employee who is not properly relieved from duty upon termination of a shift for the reason that a relief has failed to report for duty at the scheduled time and place, shall be required immediately to advise the Dispatcher of the fact that the employee has not been properly relieved and will then be on an extended tour of duty until properly relieved for a maximum of two (2) hours subject to the completion of any ambulance calls. Such time shall be paid at double the employee's regular hourly rate.

16.04 Extra Shifts

(a) Recall to Duty

- (i) The regular rate of pay noted in (ii) below shall be calculated on the basis of the **rates established in Schedule F regular hourly rate of pay, for the shift pattern involved.**
- (ii) When an off-duty full-time employee agrees to work an additional shift or part of a shift in excess of their regular shift duties, the employee shall receive pay at the rate of one and one-half (1.5) times the regular hourly rate of pay for all hours worked **and at two (2) times the hourly rate of pay for any hours worked that exceed twelve (12) hours in a shift.**
- (iii) Coverage for all vacancies on scheduled shifts shall be strictly voluntary for **Full-time and Regular Part-time** employees. Any employee called to work an additional shift or part of a shift shall be paid for a minimum of three (3) hours at the rate of pay outlined in section (ii) above.
- (iv) Regular Part-time employees who work an additional shift, or part of a shift, in excess of their regular shift duties shall be paid overtime rates in accordance with Clause 16.01 after they have exceeded seventy-five (75) hours in a bi-weekly pay period.

~~(b) Callout Kilo Coverage~~

When an off-duty Full-time or Regular Part-time employee agrees to respond on an ambulance call, ~~standby~~, or cross coverage, while providing Kilo coverage, the basis of payment for such response shall be as follows:

- (i) If the callout lasts four (4) hours or less, the Full-time or Regular Part-time employee shall be paid a minimum of four (4) hours at the **regular appropriate** rate of pay.
- (ii) **Regular Part-time employees shall be paid overtime rates for hours worked in accordance with (iii) below after they have exceeded seventy-five (75) hours in a bi-weekly pay period.**
- (iii) **Overtime rates shall be paid at the rate of one and one-half (1.5) times the regular hourly rate of pay for all hours worked**

and at two (2) times the hourly rate of pay for any hours that exceed twelve (12) hours in a call.

~~(iv) If the callout runs longer than four (4) hours and is eight (8) hours or less, the Full-time or Regular Part-time employee shall be paid for those hours actually worked at the regular rate of pay.~~

~~(v) If the callout runs longer than eight (8) hours, then the Full-time or Regular Part-time employee shall receive payment at the regular rate of pay for the first eight (8) hours plus overtime rates in accordance with Clause 16.01 for all additional hours worked.~~

- (c) Full-time or Regular Part-time employees ordered to return to work due to an unusual emergency situation shall be compensated at double the employees' regular hourly rate of pay for a minimum of four (4) hours.
- (d) Subject to (e) below, ~~f~~Full-time employees who do not make themselves available for Kilo shift coverage for three (3) consecutive months, shall not be entitled to exercise seniority rights for further Kilo shift coverage for a period of one (1) year.
- (e) Employees may be granted up to three (3) months leave from providing availability for Kilo shift coverage.

Article 19 – Annual Vacations

19.03 Annual Vacation Entitlement

- (a) Employees who work ~~four (4) shifts on and four (4) days off~~ Paramedic Alpha, Bravo, Bravo/Charlie, or Charlie Shift Patterns (Schedule A1.01(e)(i) and (ii) or A1.01(f)(iii)):

1st to 6th vacation years	11 shifts
7th to 9th vacation years	15 shifts
10th and thereafter vacation years	19 shifts

- (b) Employees who ~~work five (5) shifts per week~~ Delta Shift Pattern (Schedule A1.01(e)(iii)-(v) and (f)(i)) or Paramedic Romeo or Victor Shift Pattern:

1st to 6th vacation years	22 shifts
7th to 9th vacation years	27 shifts
10th and thereafter vacation years	31 shifts

- (c) Employees who work a ~~ten (10) day cycle of four (4) twelve and one-half (12.5) hour shifts~~ Dispatch Alpha Shift Patterns (Schedule A1.01(f)(ii)):

1st to 6th vacation years	9 shifts
7th to 9th vacation years	12 shifts
10th and thereafter vacation years	15 shifts

- (d) Employees who work a ~~fourteen (14) day cycle of three (3) on and four (4) off followed by four (4) on and three (3) off~~ Dispatch Echo (Schedule A1.01(f)(iv)):

1st to 6th vacation years	11 shifts
7th to 9th vacation years	15 shifts
10th and thereafter vacation years	19 shifts

- (e) Employees who work ~~four (4) shifts per seven (7) day block~~ a Paramedic Echo Shift Pattern (Schedule A1.01(e)(vi)):

1st to 6th vacation years	15 shifts
7th to 9th vacation years	19 shifts
10th and thereafter vacation years	23 shifts

- (f) Regular Part-time employees will receive a proportionate amount of the following:

1st to 6th vacation years	165 hours
7th to 9th vacation years	202.5 hours
10th and thereafter vacation years	232.5 hours

- (g) Annual vacation entitlement under this Article as outlined above, and time off in lieu of statutory holidays under Clause 18.01, must be combined in order that entitlements for time off in accordance with these two Clauses shall be taken as complete shift blocks.

- (h) Employees will start to earn their extra shift(s) of vacation in their first (1st) vacation year.

- (i) Pursuant to Clause 19.03(g), that portion of the employee's combined entitlements that could not be scheduled as a complete shift block may be taken as individual full shifts or carried-over from one vacation year to the next to be combined with the following year's entitlements. Such scheduling will be by mutual agreement.

- (j) Notwithstanding Clause 19.03(g), those employees referred to in Clause 18.01(c) in one and two person stations shall have the option of scheduling their

statutory holiday lieu days in individual full shifts. Such scheduling will be by mutual agreement.

- (k) Notwithstanding Clause 19.03(i), employees will be paid out for all vacation not taken by the end of the calendar year.

The payout for unused vacation will be made by the pay day following the first full pay period in January of the following year.

Article 34 – Service Models

34.02 Remote Deployment

The Scheduled On-call model and staffing shall be deployed pursuant to the Memorandum of Agreement Re: Scheduled On-call.

- (a) Primary Care Paramedic (PCP) is the minimum qualification for ambulance paramedics in remote posts, but the ~~the~~ Employer may employ ambulance paramedics with lesser qualifications as necessary to maintain services in the absence or unavailability of a paramedic with PCP qualifications.
- (b) Primary Operator staff are ~~r~~Regular ~~p~~Part-time and ~~e~~On-call paramedics attached to an operator or post to access work assignments, and ~~f~~Full-time paramedics attached to an operator or post to access Kilo ~~or standby~~ work assignments that are separate from their normal full-time working assignment.
- (c) Kilo work assignments (~~callout~~) will be one method of shift coverage in Remote designated communities.
- (d) Scheduling rules and processes will be designed to meet local needs and will be managed locally by Unit Chiefs. The Unit Chiefs will be guided by the work allocation language prescribed by Schedules E3.06 through E3.10 of the Agreement. If it is identified by either party that work allocation procedures need to be amended for specific operators or posts, the venue to address these issues will be through RJLMC meetings under Article 8.06. Agreements made at the RJLMC level will then need to be ratified by the PJLMC process, consistent with Article 8.06(c).
- (e) Where the principals at the RJLMC level are unable to come to an agreement on amendments to specific station or post scheduling processes, the matter is to be referred to the PJLMC process identified in this memorandum.
- (f) Kilo work assignments in remote communities will be **allocated as set out in Schedule E3.06 through E3.10 based on fair and equitable considerations within the individual operator or post.**

- (g) Primary operator vacancies in Remote posts will be filled on the following basis from among those individuals who have applied to the on-call lateral process or have an external application on file, alternating between (a) and (b):
- (i) Transfers of qualified bargaining unit applicants in order of the earliest original date of hire with the Employer.
 - (ii) Local applicants:
 - a) Qualified applicants from within the bargaining unit who reside within the normal post response area.
 - b) Where no applicants under (a) are available, the Employer may hire qualified applicants from outside of the bargaining unit who reside within the normal post response area.
 - (iii) Where no applicants under (i) or (ii) are available the Employer may hire unqualified applicants.
- (h) All primary operator employees covering on-call shifts will receive Kilo shift coverage pay as prescribed by Schedule E8.02 of the Agreement.
- (i) When primary operator employees respond to Kilo calls, they will be paid at the appropriate paramedic rate, in accordance with Article 16.04 ~~(a)~~ ~~(b)~~ or Schedule E6.01 of the Agreement, as applicable.

34.03 Rural Deployment

The Scheduled On-call model and staffing shall be deployed pursuant to the Memorandum of Agreement Re: Scheduled On-call.

Primary Operator staff are ~~r~~**R**egular ~~p~~**P**art-time and ~~o~~**O**n-call paramedics attached to an operator or post to access work assignments, and ~~f~~**F**ull-time paramedics attached to an operator or post to access Kilo ~~or standby~~ work assignments that are separate from their normal full-time working assignment.

- ~~(a) Standby shift (in station), which is done by primary operator employees. Primary operator employees may be assigned to standby shifts in the station while others may be assigned to pager duty for on-call work. Except for regularly scheduled full-time shifts, the first line duty car will be staffed as a standby shift in each station. Examples are as follows:~~
- ~~• No scheduled full-time units — two crewmembers on dayshift Rural Standby shifts, two crewmembers on nightshift Rural Standby shifts.~~
 - ~~• One Full-time employee working Delta, Bravo or Echo shift — partner works on Rural Standby shift basis, two crewmembers on Rural Standby shifts at night.~~
 - ~~• Two Full-time employees working Delta, Bravo or Echo paired together, two crewmembers on Rural Standby shifts at night.~~

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~~There shall not be any new standby shifts established, as of January 18, 2017.~~

- (b) ~~“Standby shift” means a shift for which a primary operator employee is to be scheduled to report to, and be at a station for the duration of the shift, to stand by and respond to calls or work requests.~~
- (c) ~~An employee assigned to a standby shift will be paid the standby stipend, as defined in Schedule F3.00, per hour for time on shift in a station, increased to the appropriate paramedic rate for the duration of the call or work request during the assigned shift (dispatch time to return back at station time, subject to management oversight) with a three (3) hour minimum for the call. Employees covering a standby shift, during which they perform an ambulance call or work, shall not forfeit their standby pay wages for the shift.~~
- (d) ~~The three (3) hour minimum payment is for responding to all calls or work that occur within the three (3) hour period from the first call. Time spent on calls or work in addition to the three (3) hour minimum will be paid at the appropriate paramedic rate.~~
- (e) Second line and subsequent response units will be staffed and remunerated as Kilo coverage, in the same fashion as laid out for Remote posts above. These are not full-time designated units.
- (f) PCP is the minimum qualification for ambulance paramedics in rural posts but the ~~the~~ Employer may employ ambulance paramedics with lesser qualifications as necessary to maintain services in the absence or unavailability of a paramedic with PCP qualifications.
- (g) Spareboard shifts, ~~standby shifts~~ and Kilo shifts will be scheduled on a monthly basis. The shift opportunities will be offered to primary operator employees as set out in Schedule E3.06 through E3.10 on a fair and equitable basis. ~~All available shifts within a station or post will be allocated in the following order:~~
- ~~• All full-time and regular part-time vacancies as regular spareboard.~~
 - ~~• Standby shift vacancies.~~
 - ~~• On-call shift vacancies.~~
- (h) Scheduling rules and processes will be designed to meet local needs and will be managed locally by Unit Chiefs. The Unit Chiefs will be guided by the work allocation language prescribed by Schedules E3.06 through E3.10 of the Agreement. If it is identified by either party that work allocation procedures need to be amended for specific operators or posts, the venue to address these issues will be through RJLMC meetings under Article 8.06. Agreements made at

the RJLMC level will then need to be ratified by the PJLMC process, consistent with Article 8.06(c).

- (i) Where the principals at the RJLMC level are unable to come to an agreement on amendments to specific station or post scheduling processes, the matter is to be referred to the PJLMC process identified in this memorandum.
- (j) Full-time regularly scheduled employees will continue to be scheduled as they were under the terms of the Agreement.
- (k) Primary operator positions vacancies in Rural posts will be filled on the following basis from among those individuals who have applied to the on-call lateral process or have an external application on file, alternating between (i) and (ii):
 - (i) Transfers of qualified bargaining unit applicants in order of the earliest original date of hire with the Employer.
 - (ii) Local applicants:
 - a) Qualified applicants from within the bargaining unit who reside within the normal post response area.
 - b) Where no applicants under (a) are available, the Employer may hire Qualified applicants from outside of the bargaining unit who reside within the normal post response area.
 - (iii) Where no applicants under (i) or (ii) are available the Employer may hire unqualified applicants.

34.04 Urban Deployment

- (a) Primary Operator staff are ~~r~~Regular ~~p~~Part-time and ~~o~~On-call paramedics attached to an operator or post to access work assignments, and ~~f~~Full-time paramedics attached to an operator or post to access ~~standby~~ work assignments that are separate from their normal full-time working assignment.
- (b) Primary operator positions vacancies in Urban posts will be filled on the following basis and in the following order, from among those individuals who have applied to the on-call lateral process or have an external application on file:
 - (i) Transfers of qualified bargaining unit applicants hired prior to September 11, 2004, in order of the earliest original date of hire with the Employer.
 - (ii) Qualified applicants from within the bargaining unit who reside within the normal post response area.
 - (iii) Qualified applicants from outside of the bargaining unit who reside within the normal post response area.
 - (iv) Other qualified applicants from within the bargaining unit in order of the earliest original date of hire with the Employer.
 - (v) Other qualified applicants from outside of the bargaining unit.

- (c) PCP is the minimum qualification for ambulance paramedics in Urban posts, with the exception of Transfer Cars which have a minimum qualification of EMR, but the Employer may employ ambulance paramedics with lesser qualifications as necessary to maintain services in the absence or unavailability of a paramedic with PCP qualifications.
- ~~(d) The Employer may assign primary operator employees to standby (Rural Standby) shifts within an Urban post to augment, but not displace or replace regular full-time positions.~~
- (e) Subject to the language pertaining to Irregularly Scheduled Employees, Full-time employees will continue to be scheduled as they were under the terms of the Agreement.
- (f) Spareboard shifts ~~and standby shifts~~ will be scheduled on a monthly basis. The shift opportunities will be offered to primary operator employees as set out in Schedule E3.06 through E3.10 on a fair and equitable basis. All available shifts within a station or post will be allocated in the following order:
- (i) **All full-time and regular part-time vacancies as regular spareboard.**
- ~~(ii) Standby shift vacancies. Kilo Shift Vacancies~~
- (g) The allocation of work process for primary operator employees in Urban posts shall be consistent with the language of the Agreement.
- ~~(h) The requirements of and payment processes for standby shifts in Urban posts shall be in accordance with Sections 34.03 (c), (d) and (e) of this Agreement.~~

34.05 Metropolitan Deployment

- (a) There shall be no ~~standby shifts or callout~~ Kilo shifts in Metropolitan posts during the term of this Agreement.
- (b) Subject to the language pertaining to Irregularly Scheduled Employees, Full-time employees will continue to be scheduled as they were under the terms of the Agreement.
- (c) PCP is the minimum qualification for ambulance paramedics in Metropolitan posts, with the exception of Transfer Cars which have a minimum qualification of EMR, but the ~~the~~ Employer may employ ambulance paramedics with lesser qualifications as necessary to maintain services in the absence or unavailability of a paramedic with PCP qualifications.

- (d) Regular Part-time and On-call employees in Metropolitan posts will be scheduled consistent with the language of the Agreement.
- (e) On-call paramedic vacancies in Metropolitan posts will be filled on the following basis and in the following order, from among those individuals who have applied to the on-call lateral process or have an external application on file:
 - (i) Transfers of qualified bargaining unit applicants hired prior to September 11, 2004, in order of the earliest original date of hire with the Employer.
 - (ii) Qualified applicants from within the bargaining unit who reside within the normal post response area.
 - (iii) Other qualified applicants from within the bargaining unit in order of the earliest original date of hire with the Employer.**
 - (iv) Qualified applicants from outside of the bargaining unit who reside within the normal post response area.**
 - (v) Other qualified applicants from outside of the bargaining unit.

Article 23 – Training & Qualifications

23.02 Pay While Attending Training Courses and Examinations

- (a) Training courses required for license maintenance shall be paid on a salary maintenance basis. Such courses will be scheduled without reference to employee work schedules.
- (b) Training courses required for certification to the relevant Paramedic level, shall be paid on a salary maintenance basis, for the time the employee is scheduled to be precepted, attending in-hospital training, or being examined. Such courses will be scheduled without reference to employee work schedules.
- (c) Where the Employer posts for Paramedic 3 training positions pursuant to Clause 13.05, such training courses shall be paid on a salary maintenance basis. Such courses will be scheduled without reference to employee work schedules.
- (d) Other required in-service training attended on days off shall be paid ~~at straight time rates in accordance with Article 16~~, with the employee having the option to take compensation in either pay or mutually agreed to time off.
- (e) Employees occupying supervisory positions who have not completed the appropriate supervisory course will be provided such training course and shall be paid on a salary maintenance basis. Such courses will be scheduled without reference to employee work schedules.

Schedule A

AI. WAGES AND SHIFTS

AI.01 Shifts

(a) Employer Aim

The aim of the Employer is to maintain the current number of Alpha ambulance crews in the Province, and that additional Alpha crews that are established will not subsequently be disbanded or converted to other shift patterns, to Advanced Life Support crews, or other specialized crew duties which would limit their capacity to respond to regular ambulance calls.

At a minimum, the Employer shall maintain the number of full-time positions that were in place as of January 12, 2017 in each region.

(b) Flexible Scheduling

All posts experience a higher day-time volume than occurs during the night hours and the Parties agree to a flexible scheduling as outlined below to be compatible with the needs of the community served and availability of ~~e~~On-call staff and the members of the post's ~~f~~Full-time staff.

(c) Seniority Shall Apply

In all posts the most senior employees will normally be assigned to the shift pattern of their choice and the more junior employees will be assigned to the remaining shifts.

(d) Work Schedules – General

(i) The Employer shall determine the shift patterns to be utilized in each station or post, from the list of possible patterns defined in AI.01(e) below.

(ii) The Employer may change the shift patterns used in a station or post, to another shift pattern defined in AI.01(e), with sixty (60) days' notice to the affected employee(s), with the exception of the limits defined in AI.01(a). In addition, no employees who were full-time on or before June 23, 2014 will suffer an involuntary reduction in annual hours of work as a result of assignment to a new shift pattern.

(iii) Where operational requirements necessitate a temporary change in start or stop time by up to a maximum of two (2) hours with no change in shift duration, overtime rates pursuant to Clause 16.01 will be applicable to the hours outside of the employees' regular shift times. If such changes in shift start and stop times are communicated to the affected employee with less than twenty-four (24) hours, the employee

will be paid at one and one half (1.5) times their rate of pay for the entire shift.

If child care, transit difficulties or other serious personal circumstances do not permit such a change, employees may decline the change without repercussion by the Employer.

(e) Possible Shift Patterns - Paramedic

A “shift pattern” is a regular, recurring series of shifts for Regular Full-time employees, as determined by the Employer. Start and stop times associated with shift patterns will be based on operational requirements and to maximize service delivery. Below are the possible shift patterns:

- (i) **Alpha – ~~Four 12-hour shifts followed by four consecutive days off.~~
Four (4) twelve (12)-hour shifts followed by four (4) consecutive days off, followed by:
Four (4) twelve (12)-hour shifts followed by four (4) consecutive days off, followed by:
Four (4) twelve (12)-hour shifts followed by four (4) consecutive days off, followed by:
Four (4) twelve (12)-hour shifts followed by five (5) consecutive days off, followed by:
Three (3) twelve (12)-hour shifts followed by four (4) consecutive days off.**
- (ii) **Bravo, Bravo/Charlie, Charlie** – Four 11 hour shifts followed by four consecutive days off; each shift to conclude on or before 0300 hours.
- (iii) **Delta** – Five consecutive shifts, seven hours (7) in duration, followed by two consecutive days off.
- (iv) **Romeo** - Five consecutive shifts, seven and a half hours (7.5) in duration, followed by two consecutive days off.
- (v) **Victor** - Five consecutive shifts, eight hours (8) in duration, followed by two consecutive days off.
- (vi) **Echo** - Four scheduled 10 hour shifts followed by three consecutive days off.

(f) Possible Shift Patterns - Dispatch

Dispatcher’s hours of work and shifts will apply in all fully manned Regional and Provincial dispatch centres operated by the Employer as follows:

- (i) **Delta** - Day shifts only of five (5) 7-hour shifts per week.
- (ii) **Dispatch Alpha** - ~~A ten day cycle of four (4) 12.5-hour shifts followed by six (6) days off.~~

Four (4) twelve (12)-hour shifts followed by six (6) consecutive days off, with an additional twelve (12)-hour shift scheduled to abut a work block every sixth block to equal an average of thirty-five (35) hours per week. The additional twelve (12)-hour shifts will alternate between day shift and night shift.

- (iii) **Dispatch Bravo/Bravo Charlie** - An eight day cycle of four (4) 10 hour shifts followed by four (4) days off.
- (iv) **Dispatch Echo** - A fourteen day cycle of three (3) 10 hour shifts followed by four (4) days off and then four (4) 10 hour shifts followed by three (3) days off.

(g) Prohibited Shift Patterns

- (i) There shall be no full-time shift patterns that are exclusively night shifts.
- (ii) There shall be no split-shifts.
- (iii) Regular Full-time and Regular Part-time employees shall not be required to work more than two (2) different shifts in any cycle or block.

(h) Other Shift Patterns

It is understood that other shift patterns may be considered during the term of this Agreement and introduced, provided that such other patterns are acceptable to both parties.

*Schedule A1.01(i) – Irregularly Scheduled Employees will be amended per the greensheet signed by the parties.

E7.00 OVERTIME

E7.01 Overtime

On-call employees who are required to work in excess of eighty-~~four~~ **(80 84)** hours in a bi-weekly pay period shall be paid overtime at one and one-half (1.5) times their regular wage.

E7.02 Overtime Resulting from Callout

If the callout runs longer than eight (8) hours, then the employee shall receive payment at overtime rates as follows:

- (a) one and one-half (1.5) times their hourly rate of pay for the first three (3) hours;
- (b) two (2) times their hourly rate of pay for all hours thereafter.

E7.03 Overtime Resulting from Filling a Regularly Scheduled Vacancy

On-call employees who work overtime immediately following or immediately preceding a regularly scheduled shift shall be paid overtime as follows:

- (a) one and one-half (1.5) times their hourly rate of pay for the first three (3) hours;
- (b) two (2) times their hourly rate of pay for all hours thereafter.

This notwithstanding, all hours worked that exceed twelve (12) hours in one shift shall be paid at two (2) times the hourly rate of pay

GENERAL HOUSEKEEPING: REFERENCE TO EMPLOYER

The parties agree that for the purposes of modernizing the collective agreement language, all references to specific position titles as excluded representatives of management or the employer, including Executive Director or Superintendent, shall be replaced by “the Employer”.

Upon final review, the parties agree to identify for further discussion any such references for which this change may not be appropriate to determine mutually agreeable alternate language.

PUBLIC SECTOR GENERAL WAGE INCREASES

As part of the Memorandum of Settlement between HEABC and the APADA to renew the 2014 – 2019 Collective Agreement, the parties also agree to the following:

1. If a public sector employer as defined in s.1 of the *Public Sector Employers Act* enters into a collective agreement with an effective date after December 31, 2018 and the first three years of the collective agreement includes a cumulative nominal (i.e.: not compounded) general wage increase of more than 6%, the general wage increase in the 2019 – 2022 Collective Agreement will be adjusted on the third anniversary of the 2019 – 2022 Collective Agreement so the cumulative nominal general wage increases are equivalent. This Letter of Understanding is not triggered by any general wage increase awarded via binding interest arbitration.
2. A general wage increase and its magnitude in any agreement is as defined by the Public Sector Employers' Council Secretariat and reported by the Secretariat to the Minister responsible for the *Public Sector Employers Act*.
3. For clarity, a general wage increase applies to all bargaining unit members and does not include wage comparability adjustments, targeted low wage redress adjustments, labour market adjustments, service improvement allocations, and is net of the value of any changes agreed to by a bargaining agent for public sector employees to obtain a compensation adjustment.
4. This Memorandum of Understanding will be in effect during the term of the 2019 – 2022 Collective Agreement.

UPDATING PARAMEDIC TERMINOLOGY

The parties agree to conduct a collective agreement-wide review to update outdated terminology. Any such amendments are not intended to be substantive changes that would alter the rights or obligations of any party, or result in a change of requisite qualifications for any position(s).

Examples of proposed outdated language corrections:

EMA I = Emergency Medical Responder

CMA I or Paramedic I or Paramedic 2 = Primary Care Paramedic

EMA III – Advanced Care Paramedic

Paramedic 3 = Advanced Care Paramedic

Airevac Paramedic = Critical Care Paramedic

Infant Transport Team = Critical Care Paramedic

Ambulance Service = Emergency Health Service

Ambulance Paramedic = Paramedic

Ambulance call = event

ARTICLE I – TERMINOLOGY

New Collective Agreement Language

1.01 Definitions

For the purpose of this Agreement:

- (a) “Employer” means the employer(s) represented by HEABC listed in the appendix attached to the certification issued by the British Columbia Labour Relations Board.
- (b) “Employee” means any person who is covered by the certification issued by the British Columbia Labour Relations Board.
- (c) “Union” means the constituent union(s) in the Ambulance Paramedic and Ambulance Dispatchers Bargaining Association.
- (d) A “Regular Full-time” employee is one who works full-time on a regularly scheduled basis, pursuant to Schedule A. Full-time employees’ seniority is based on date of hire as a Full-time employee and Full-time employees are entitled to all benefits outlined in this Addendum.
- (e) An “Irregular Full-time” employee is one who works three hundred and thirty-six (336) hours in a 56-day period or three hundred and fifty (350) hours in a 70-day period and is scheduled to fill both predictable and unpredictable work vacancies. Irregular Full-time employees’ seniority is based on full-time date of hire as a full-time employee and Irregular Full-time employees are entitled to all benefits outlined in this Agreement.
- (f) A “Regular Part-time” employee is one who works less than full-time on a regularly scheduled basis and will not be less than a 0.4 FTE. Regular part-time shifts will be between six (6) to twelve (12) hours in duration, as determined by the Employer. Regular Part-time employees are entitled to all benefits outlined in this Agreement. Regular Part-time employees shall receive the same perquisites, on a proportionate basis, as granted Regular Full-time employees. Seniority for Regular Part-time employees is accrued pursuant to Article 12.01.

Regular Part-time employees will work an established proportion of a thirty-seven and one-half (37.5) hours week. For the purposes of calculating entitlements for Regular Part-time employees on a proportionate basis, 37.5 hours per week will be used as the full-time denominator.

Regular Part-time employees may hold more than one regular position, up to a maximum of 1.0 FTE based on 1950 hours per calendar year.

An involuntary reduction in the scheduled hours of a part-time employee is a lay-off. No Regular Part-time employee will gain access to a position of greater FTE as a result of exercising that employee’s rights under Article 14 - Layoffs and Recalls.

Regular Part-time employees will not be subject to the requirements of article E3.01(a).

The minimum level of qualification for regular part-time emergency paramedic positions shall be Primary Care Paramedic.

Regular part-time positions will be established at the discretion of the Employer. In the event the Employer wishes to convert an existing full-time position to regular part-time, the Employer will consult with the Union. The Employer will give the Union's position on each such conversion due consideration. Establishment of regular part-time positions will not result in involuntary hours reduction of any full-time employees, as of January 12, 2017.

Regular Part-time employees will receive the Delta shift hourly rate paid to a Regular Full-time employee with the same qualifications. Effective the first pay period after April 1, 2017, Regular Part-time employees will receive the same wage rate as Regular Full-time employees with the same qualifications.

The Employer shall eliminate, as far as possible, all regular part-time shifts.

- (g) "On-call" employees are scheduled and are entitled to benefits pursuant to Schedule E.
- (h) Employees may only hold one status as outlined in (d), (e), (f) and (g).
- (i) A "representative" is a shop steward, chief steward, the business agent of the Union, a member of a grievance committee or a member of the Provincial Executive.
- (j) "Geographic Location" is that area within a radius of thirty-two (32) kilometers of where an employee ordinarily performs their duties. Within the Greater Vancouver Regional District geographic location for relocation purposes is that area within a radius of sixteen (16) kilometers of where an employee ordinarily performs their duties.
- (k) The referrals to LOAs used in this Agreement are for reference purposes only.
- (l) "Specialized Practice" is any position requiring additional knowledge or training.
- (m) A "Post" will be anywhere that employs, or will in the future employ, one or more full-time paramedic(s). A post may be one station or, in larger areas, more than one station, for example, the previously agreed to Victoria, Vancouver and Kamloops posts. Individual preferences shall be considered in assigning personnel to stations within a post.

ARTICLE 4 – UNION MEMBERSHIP REQUIREMENT

New Collective Agreement Language

4.03 Union Orientation for New Employees

- (a) At the time of hire, new employees will be advised that a collective agreement is in effect and of the conditions of employment set out therein.

- (b) The Employer will provide the Union with a list of new employees on a monthly basis. The list will be in electronic format and will include the work location, employee number, contact information, if provided, including work email address, and classification of each employee.

During the New Employee Orientation, the Union will be allotted a minimum of thirty (30) minutes during classroom hours for an introduction to their Union. The employer will give the Union a minimum of two weeks notice of the date, time, and location of each New Employee Orientation. During this orientation, the Union will provide new employees with the name, location and work telephone number of their appropriate Union representatives.

ARTICLE 5 – CHECK OFF OF UNION DUES

Revised Collective Agreement Language

5.01 Dues Deductions

- (a) All ~~members~~ eEmployees shall pay a bi-weekly fee to the Union equated to the Union's monthly dues, such payment to be made by payroll deduction. The deduction of dues from the bi-weekly pay of all employees shall become effective on the first day of the pay period coincident with the date of employment and deductions shall be made in respect of all subsequent pay periods, provided an employee works any part of the period. The Employer shall remit all dues deducted for pay periods ending in a calendar month to the Secretary-Treasurer of the Union by the 20th day of the month following.
- (b) Union dues shall not be deducted from ~~members~~ eEmployees during the period of time that they fill a managerial position outside the bargaining unit. The Employer shall notify the Union in writing of the commencement date and completion date of the assignment.

5.02 General Assessment

The Employer shall deduct from the bi-weekly pay of each ~~member~~ eEmployees of the Union all general assessments levied by the Union. The Employer shall remit all assessments deducted for pay periods ending in a calendar month to the Secretary-Treasurer of the Union by the 20th day of the month following.

~~5.03 Probationary Employees~~

~~The Employer shall deduct from the bi-weekly pay of each probationary employee dues and/or assessments as in Clauses 5.01 and 5.02 above and remit to the Secretary-Treasurer of the Union as in Clauses 5.01 and 5.02 above.~~

5.04 5.03 Payment in Lieu of Dues

In lieu of deductions from persons, other than those Employer employees covered by the Union Certificate of Bargaining Authority who are paid directly or indirectly to provide ambulance service or dispatch service, it is agreed that one half of one per cent (0.5%) of the total of such direct or indirect wage payments, irrespective of whether they are paid through the Employer payroll account or the general accounting system, will be paid by the Employer to the Union at monthly intervals to the Secretary-Treasurer of the Union.

ARTICLE 12 – SENIORITY

New Collective Agreement Language

12.01 Seniority

- (a) (i) The Employer shall maintain a seniority list for full-time employees showing the date upon which each employee's service commenced. A current seniority list as of December 31st will be provided by the Employer to the Union on or before March 31st of the following year.
- (ii) The Employer shall maintain separate seniority lists for Regular Part-time employees showing accumulated hours worked in their regular position.
- An On-call employee who successfully bids into a regular part-time position will accrue seniority on an hourly basis, for all regular hours worked in their regular part-time position. For the purposes of bidding into a full-time position, an employee will use his/her original date of hire. Seniority accrued while working in a regular part-time position will be credited once the employee has successfully bid into a full-time position.
- A full-time employee who successfully bids into a regular part-time position will maintain their existing seniority and build upon it for all regular hours worked in their regular part-time position.
- (iii) It is understood that upon an employee's termination from employment, their name will be considered deleted from the seniority list. It is also understood that the criteria used in determining an employee's seniority shall not be altered.
- (b) Leaves of absence up to three (3) months, or leaves of absence on compassionate grounds, leaves of absence due to disability or leaves of absence granted under Clause 21.24 shall be considered as having not interrupted employment in terms of service seniority.
- (c) Leaves of absence other than as set down in Clause 12.01(b) shall be considered as an interruption of employment. It is agreed that such leaves of absence shall not cause a loss of seniority, excepting for that period lost during the actual leave of absence.
- (d) Employees who leave the bargaining unit for any length of time to fill any management position with the Employer, either permanently or temporarily, and then return to the Bargaining Unit shall retain their seniority excluding that period of service with management.
- (e) Full-time employees may apply to an On-call position using their original Date of Hire.
- (i) Such employees will retain any earned seniority, to be credited if that employee successfully returns to Full-time status.

- (ii) Such employees may bid on other On-call positions, Regular Part-time positions or Full-time positions using their original Date of Hire.

** This proposal deletes LOA#63 – Transfer from Full-time to Part-time*

Deleted Collective Agreement Language

12.03 Calculation of Pay for Past Service

- ~~(c) — To calculate the pay level if an individual has on-call experience, and has been hired as a full-time employee, credit for pay purposes will be given on the basis of one (1) year's experience increment for each three hundred (300) calls completed. If an individual has more than three hundred (300) calls in any one (1) year as an On-call employee they will still receive credit for one (1) year's experience for that period of time.~~

~~This Clause (12.03(c)) will no longer be in force on April 7, 2017.~~

ARTICLE 13 – SELECTION

~~Article 13 – Promotions and Staff Changes~~

New, Revised and Deleted Collective Agreement Language

13.00 Selection

- (a) All full-time and regular part-time positions, including those created in new classifications, will be selected in accordance with articles 13.01, 13.02, 13.03, 13.04 or 13.05.
- (b) Supervisors can stay in their supervisory position during the pre-read/selection component of a training position. Upon acceptance of a training position they will vacate their supervisory position. In order to become a supervisor in the future they must bid and compete on a future posting.

13.01 Postings

(a) **General**

- (i) ~~The Employer shall post electronically in all stations, except those outlined in Clause 13.01(i), all new full-time and regular part-time (excluding those in the Community Paramedic Program) vacancies, all proposed promotions and all advanced paramedic training program vacancies for a minimum of fourteen (14) days before any such vacancies are filled or any promotions effected. It is understood that all applications must be made electronically pursuant to the posting requirements. any written submissions made in consequence of such posting and within the period of such posting shall be considered by the Employer.~~

The Employer will post the Applicant Lists on the intranet of the Employer. Each Applicant List shall include the following information in respect of each individual applicant: the "PHSA number" (which is the applicable employee number used in the recruitment process), seniority date, current employment status (i.e.: Full-time, Regular Part-time, On-call); and a numeric column identifying the applicant's placement on the specific Applicant List. The Applicant's name or other identifying information shall not appear on the Applicant List. The list of applicants for such postings or promotions shall be forwarded to all stations and the Union within ten (10) calendar days after the closing of the advertisement.

The Employer will endeavour to notify all stations and the Union of the successful applicant within thirty (30) days if possible after the closing date of the advertisement.

- (ii) An employee applying for a position must be physically able to perform the duties on reporting to the position by the specified date. Employees on Short Term or Long Term Disability must demonstrate that they are physically and medically capable of performing the duties of the position applied for.

- (iii) For the purposes of postings, the parties agree that the term “qualified” means that an applicant has achieved certification from an accredited training agency and holds a paramedic license to practice at the applicable level in the province of British Columbia, at the time of application. Applicants must provide proof of these requirements to the Employer in making an application to posting. The Employer shall provide copies of the applicant’s paramedic license for a posting to the Union upon request. For a Dispatcher or Call-Taker position, “qualified” means that the applicant has achieved sign-off in accordance of Article 13.04(a).

- (iv) For full-time postings, with the exception of bargaining unit applicants who were employees on or before September 11, 2004, “qualified” includes the capacity to pass a fitness test.

- (b) It is further understood where employees are absent from their places of employment for periods of longer than fourteen (14) calendar days, such employees may make a preliminary application for, and in anticipation of, vacancies or new positions which may be posted in their absence in accordance with the Employer’s policy.

- ~~(c) A post will be anywhere that employs, or will in the future employ, one or more full-time paramedic(s). A post may be one station or, in larger areas, more than one station, for example, the previously agreed to Victoria, Vancouver and Kamloops posts. Individual preferences shall be considered in assigning personnel to stations within a post. (Moved to Article 1.01)~~

- (c) Selection
 - (i) Except for postings in accordance with ~~Articles~~ Clauses 13.01(g), ~~13.02,~~ 13.03 and 13.04, ~~Article 36,~~ or those associated with ~~Paramedic 3 training courses contemplated in Clause 13.05,~~ the successful applicant to postings for ~~Paramedic~~ vacancies shall be:

Full-time ~~Advanced Care Paramedic~~ position, in the following order:
 - (a) Qualified ~~full-time~~ bargaining unit applicants on the full-time seniority list requesting a lateral transfer, in order of earliest full-time seniority date with the Employer.
 - (b) Qualified ~~regular part-time and on-call~~ bargaining unit applicants on the on-call seniority list in order of earliest date of hire with the Employer.
 - (c) Qualified external applicants.
Full-time ~~Primary Care Paramedic~~, in the following order:
 - ~~(a) Qualified full-time bargaining unit applicants requesting a lateral transfer, in order of earliest full-time seniority date with the Employer.~~
 - ~~(b) Qualified regular part-time and on-call bargaining unit applicants, in order of earliest date of hire with the Employer.~~
 - ~~(c) Qualified external applicants.~~

- (ii) Where there are no qualified or insufficient qualified applicants for a Paramedic position pursuant to (c)(i) above, and Schedule E3.04(a), the successful applicant(s) shall be selected for training pursuant to Clause 13.05, or Schedule E3.04(b).

* For Critical Care Paramedic training selection, see LOA #XX – Critical Care Paramedic Selection.

- (iii) Employees who are appointed to full-time ~~Paramedic or EMA-I~~ positions pursuant to Clause 13.01(c) or Schedule E3.04(a), may not ~~bid out of such appointment for at least three (3) years. However, such employees may apply for a promotion within the three-year period provided, nor can they accept a promotion until they have completed their probationary period.~~ This restriction will not apply to a Full-time Irregular Employee moving to a Full-time Regular position (or vice versa) within a classification and within the same post.

- (d) No member of the Union shall be bumped from their post, except in the event of layoffs in accordance with Clause 14.01.
- (e) Where the Employer has or institutes a service with full-time staff, there shall be at least one unit chief per station. The position of unit chief shall be by selection of the Employer in accordance with Clause 13.03. ~~Unit chiefs must demonstrate their ability to work with and become an accepted part of the local community.~~

In remote and single-station Urban communities, the Employer may cluster stations, either through vacancies or attrition, with mutual agreement of the Union.

- (f) Posts of Less Than Eight Full-Time Employees

These full-time positions, where available, shall be filled in the following manner:

- (i) The first position in the post shall normally be filled through the established process of selection in accordance with Article 13. Where circumstances beyond the control of the Employer interfere with the normal process, exceptions to this Clause will be addressed at the PJLMC.
- (ii) The local On-call or Regular Part-time employees who fulfill the Employer's employment prerequisites shall be given first preference, if it is the wish of the local community or On-call or Regular Part-time staff, for the next two (2) positions created by an increase in the established number in that post.
- (iii) Each additional position created by an increase in the established number within that post shall be recruited on the basis of one from current full-time staff and one from current local On-call staff or Regular Part-time, alternatively, in accordance with Clause 13.01(f)(i) and (ii).

- (g) If a vacancy arises in a location within ninety (90) days of the closing date of another posting of a vacancy for that location, then an applicant for the new vacancy may be selected from the list of applicants to the previous posting. Such selection shall be made within one-hundred twenty (120) days of the closing date of the initial posting.
- (h) Where no vacancy exists within a post and an employee is demoted, the position shall be posted and filled provincially. Should the position be filled by an applicant from outside the post, the junior displaced employee will be reassigned with no loss of wages and/or benefits.

In the event an employee occupying a supervisory position resigns, the position shall be posted and filled as above. Should the position be filled by an applicant from outside the post, the employee who resigned shall be considered to be the person displaced and subsequently reassigned.

(i) ~~Instructors~~

~~Positions vacated temporarily for a minimum of two (2) years pursuant to Clause 21.14 or Clause 21.21 will be posted as temporary positions of a duration equal to the period of the leave or secondment. In the event that the leave or secondment is extended, such extension shall by mutual agreement resulting in an extension of the term of the temporary posting. Employees posted to such locations under the terms of this temporary posting shall not be entitled to bid for other vacancies during their assignment to such posts except during the six (6) month period that immediately precedes the end of the temporary posting. During this period, the temporary incumbent shall bid for a vacancy or vacancies that occur or, in the event that they do not bid successfully or that no other vacancies occur, the employee shall, upon the return of the employee on leave or secondment to the post, be reassigned as directed by the Employer.~~

- (i) Employees shall have a minimum of eight (8) hours free from work prior to writing examinations or attending interviews for promotional opportunities pursuant to Clauses 13.03, 13.04 and 13.05.
- (j) Pursuant to Clause 13.01(c)(ii), employees who fail to complete the Paramedic 2 or Paramedic 1 training course, will be appointed to a Paramedic 1 vacancy or EMA 1 vacancy as appropriate.
- (k) Post shuffles will occur in accordance with the Post Shuffle Guideline Document.

13.02 Community Paramedic Selection Process

~~Selection of Community Paramedic positions, both full-time and regular part-time will be in accordance with Article 36.~~

- (a) For the purposes of posting and filling community paramedic vacancies, applicants must be bargaining unit employees. In addition, the Employer may restrict eligibility for posted vacancies to applicants attached to or resident in the normal post response area.

- (b) PCP-IV or ACP qualified applicants will be asked to participate in a selection tool to assess suitability.
- (c) Applicants who receive a threshold pass of 65% on the selection tool will be scheduled to attend an interview. Applicants must achieve a minimum of 65% threshold pass on the interview.
- (d) The senior applicant will be appointed in the following sequence subject to qualifications and suitability:
 - (i) Full-time employees resident in or attached to the community.
 - (ii) Regular Part-time employees resident in or attached to the community.
 - (iii) On-call standby employees resident in or attached to the community.
 - (iv) Full-time employees not resident in the community but willing to relocate to the community.
 - (v) A Regular Part-time employee not resident in the community but willing to relocate to the community.
 - (vi) An On-call standby employee willing to relocate to the community.

(Delete Article 36)

13.03 Selection Process for ~~Full-Time Supervisory Positions~~ Specialized Practice or Supervisory Positions

** Also see LOA #56

For the selection of ~~full-time supervisory~~ Specialized Practice or Supervisory Positions:

- (a) The Employer shall first consider ~~employees~~ applicants who meet the following eligibility criteria:
must be a bargaining unit employee; and
 - (i) must have three (3) years plus a day service seniority at the relevant Paramedic level or Dispatcher as applicable.
- (b) The Employer shall give equal consideration to knowledge and skill to a total of ninety per cent (90%). Seniority shall be weighted based on one per cent (1%) for each completed year of full-time service to a maximum value of ten per cent (10%). The successful candidate(s) shall be the employee(s) with the highest total score and a satisfactory disciplinary record. The minimum threshold for the written exam shall be 65%.
- (c) Employees completing the full selection process shall have their total score in (b) above apply to any subsequent applications for the same classification for a period of six (6) months but shall have the option of applying the same to applications for the same classification for up to one (1) year.
- (d) Subject to Clause (a)(ii) above, applicants to a vacancy ~~employees occupying the same position to which they are applying supervisory positions~~ shall not be subject to (b) above, and ~~and~~. ~~Such~~

~~employees, on application, shall be appointed to vacancies for which they are qualified, on the basis of service seniority.~~

- (e) Also subject to (a)(ii) above, applicants occupying a supervisory position shall not be subject to (b) above with respect to another supervisory position provided they meet the requirements of the position to which they are applying. Such employees, on application, shall be appointed on the basis of service seniority.
- (f) In the event there are less than four applicants who meet the criteria in Clause 13.03(a) then the Employer shall first consider all full-time bargaining unit applicants on the posting.

13.04 Selection Process for ~~Full-Time Dispatcher / Call Taker Training~~

- (a) The Dispatch training program and Call-taker training program each include both a classroom training component and a supervised practicum placement within an Operational Emergency Medical Dispatch (EMD) Centre which must be signed off by an authorized Preceptor.
- (b) Emergency Medical Call-Taker qualified employees shall receive priority for Dispatch training positions.
- (c) ~~Where there are no Dispatch qualified or insufficient Dispatch qualified applicants for a Dispatcher or Call Taker posting, In selecting for Dispatch or Call-taker training, the Employer shall give equal consideration to knowledge and skill to a total of ninety ninety per cent (90%). Seniority shall be weighted based on one per cent (1%) for each completed year of full-time service to a maximum value of ten per cent (10%). The successful candidate(s) shall be the employee(s) with the highest total score.~~
- (d) Employees must remain in a Dispatch or Call-taker role position for at least three (3) years (the "lock-in") following their initial appointment to either a Dispatch or Call-taker position. The lock-in commences upon completion of the Call-taker training in (a) above.

Any employee moving from one Dispatch or Call-taker role to another during their lock-in must have completed their probationary period prior to the closing date of the posting to which they have applied.

~~Employees may not bid out of their initial appointment to a Dispatch position for at least three (3) years following such appointment.~~

- (e) Employees who are unsuccessful in the Dispatch or Call Taker training program may not reapply for three (3) years.

13.05 Selection Process for ~~ACP Paramedic 3 Training~~

- (a) ACP Paramedic 3 training shall be defined as training leading to certification of all levels of ACP Paramedic 3.

- (b) Paramedic training eligibility shall be determined as follows:
- (i) applicants must have achieved Paramedic 1 status or better, and have three (3) years plus a day service seniority which shall be recognized by the Employer as relevant experience, and then;
 - (ii) must have a satisfactory work record, and then;
 - (iii) achieve a minimum sixty per cent (60%) threshold pass on a written exam based upon a bank of mutually agreed questions related to Paramedic 2 material, and then;
 - (iv) achieve a minimum of sixty per cent (60%) threshold pass on an oral exam. The oral exam shall be based upon a bank of mutually agreed to questions related to Paramedic 2 material, and then;
 - (v) achieve a minimum of sixty per cent (60%) threshold pass on an oral interview.
- (c) Training opportunities for employees qualified pursuant to (b) above will be offered to the most senior qualified employee(s).
- (d) Employees who qualify for training pursuant to (b) above shall maintain such qualification.
- (e) Paramedic 3 training course opportunities shall only be posted within the relevant post and will be filled from applicants within that post.
- In the event there are insufficient qualified candidates for ACP Paramedic 3 training, as established pursuant to this Clause, the Employer may re-post province wide.
- (f) Employees required to travel away from their normal post to attend a ACP Paramedic 3 training course or to re-qualify shall be reimbursed for vehicle and meal expenses in accordance with Clauses 22.09 and 22.10. Where practical, employees attending such a course away from their normal post must “car-pool” on an equitable basis.
- (g) The Union shall provide an observer during the process described under Clause 13.05 to ensure that applicants are made aware of the weight of the questions.
- (h) Should an employee fail to complete the ACP Paramedic 3 training course, they will be appointed to the appropriate Paramedic vacancy.
- (i) Employees who fail to complete the ACP Paramedic 3 training course will be prohibited from applying for future ACP Paramedic 3 courses for a period of three (3) years.

13.06 Transfers and Crew Changes in Geographic Locations

- (a) It is understood that as a general policy employees shall not be required to transfer from one geographic location to another against their will, however, the Employer and the Union recognize that in certain cases transfers may be in the interest of the Employer and/or the employee. In such cases an employee will be fully advised of the reason for the transfer as well as the possible result of refusal to be transferred.

- (b) Employees who have to move from one geographic location to another after winning a competition or at the Employer's request shall be entitled to transfer expenses as outlined in the Provincial Government Regulations and contained in the Employer's Policy and Procedure Manual.
- (c) Relocation for employees accepting Community Paramedic positions ~~shall be in accordance with Article 36.02(b)~~ 13.02(d) (iv) through (vi), will be provided in accordance with Article 13.06(b) above.
- (d) In accordance with Articles 12.01(e) and E3.11(b), if the employee is already attached to a Primary Operator, then that employee may choose to revert to On-call status at that operator.

~~13.07 In-Service Training (moved to Article 23)~~

~~When crew changes or transfers are deemed necessary for training of ambulance crew members or for in-service training of ambulance crew members, then seniority shall apply wherever practical. It is further agreed that the crew changes and transfers affected for such training shall be considered as temporary. If operational changes of a permanent nature are required as a result of revised crew qualifications, those employees affected will be notified in advance and seniority shall apply to any crew changes or transfers wherever practical.~~

~~13.08 Service Addition or Upgrade (moved to Article 14)~~

- (a) ~~There shall be no forced relocation from a post, forced reclassification, or layoff of any full-time employees as a result of a service addition or upgrade. For greater clarity, the term "service addition or upgrade" as used in this provision means a change in the delivery of services that results in an incumbent employee(s) no longer being qualified for the position they hold. In the event the Employer increases the qualifications for an existing position, the incumbent employee may choose one of the following options:~~
 - (i) ~~to upgrade their qualifications to the necessary level required for the position at the Employer's expense;~~
 - (ii) ~~to post into another vacant position in accordance with Article 13, for which they are qualified; or~~
 - (iii) ~~to accept layoff in accordance with Article 14.~~
- (b) ~~For employees who choose option (1):~~
 - (i) ~~The Employer will grant leave for the incumbent employee to upgrade their qualifications and will continue to pay the wages of their current position while upgrading (excluding overtime rates). In addition, the employer will pay for the full cost of any required tuition, as well as any required books or materials.~~

- ~~(ii) — Employees who chose option (1) must remain employed with the Employer for a period of at least one (1) year subsequent to the completion of the upgrading or repay the cost of the upgrading, including the total cost of any tuition, books/materials, and all paid wages.~~
 - ~~(iii) — Employees who chose option (1), but are unsuccessful in upgrading their qualifications, will not have to repay the Employer for the costs of wages, tuition, books and materials once they are notified that they are unsuccessful. Such employees must then choose either option (2) or option (3) as above.~~
 - ~~(iv) — Employees who choose option (2) subsequent to being unsuccessful in upgrading their qualification will be held within their current position and work location on a supernumerary basis until a vacancy for which they are qualified becomes available within fifty (50) kilometers of their current work reporting location. If the only available vacant position(s) within fifty (50) kilometers of their current work reporting location would result in a reduction of salary, the employee will be blue circled in the new position until another vacancy within fifty (50) kilometers, which retains their salary, is available, or until the employee voluntarily posts into another vacancy (excluding a shift pattern or unit change within their existing post).~~
- ~~(c) — For employees who choose option (2):~~
- ~~(i) — The Employer will pay relocation costs in accordance with Article 13.06 (b), regardless if the employee has already claimed relocation expenses in the past three (3) year period.~~
 - ~~(ii) — Employees who decline option (1) and choose only to pursue option (2) will be held within their current position and work location on a supernumerary basis until a vacancy for which they are qualified becomes available within fifty (50) kilometers of their current work reporting location. If the only available vacant position(s) would result in a reduction of salary, the employee will not qualify for blue circling unless the employee can provide reasonable explanation for why the employee declined option (1). Any blue circling in such a scenario will only be in effect until another vacancy within fifty (50) kilometers, which retains their salary, is available, or until the employee voluntarily posts into another vacancy (excluding a shift pattern or unit change within their existing post).~~

13.09 — Training Bursaries, Loans, Grants or Incentives (moved to Article 23)

- ~~(a) — The Employer will develop a system of bursaries, loans, grants or other incentives to assist employees in upgrading their qualifications in advanced programs and education. Any system of bursaries, grants, loans or other incentives will be reviewed through the PJLMC process before implementation.~~
- ~~(b) — The obligation set out in 13.08(a) has been met through the establishment of the 'EMA Education Fund' which provides ongoing support to Paramedic students in British Columbia. Any~~

~~new bursaries, grants, loans or other incentives will be reviewed through the PJLMC process before implementation.~~

13.10-07 Grievances

Where an employee feels they have been aggrieved by any decision related to promotion, demotion, or transfer, the employee may appeal the decision through the grievance procedure.

Should an employee be displaced by a successful grievance related to promotion, demotion, or transfer they shall have the option of returning to their post of origin and receive expenses in accordance with Clause 13.06(b).

*** This proposal deletes LOA's:**

- *LOA#48 – Paramedic Training Commitment*
- *LOA #55 – Regular Part-time Employees – Community Paramedic Program*
- *LOA #57 – Selection Process for Instructors, Preceptors & Mentors – Selection will occur via 13.03 process for these positions.*
- *LOA #12 – Community Paramedic Lock-in*
- *LOA #13 – Community Paramedic Selection Criteria*
- *LOA #08 – Call Taker Classification*
- *LOA #17 – Dispatch Initial Appointment*
- *LOA #18 – Dispatch Laterals During Lock-in*

ARTICLE 14 – LAYOFFS AND RECALLS

Revised Collective Agreement Language

14.03 Service Addition or Upgrade

- (a) There shall be no forced relocation from a post, forced reclassification, or layoff of any full-time employees as a result of a service addition or upgrade. For greater clarity, the term “service addition or upgrade” as used in this provision means a change in the delivery of services that results in an incumbent employee(s) no longer being qualified for the position they hold. In the event the Employer increases the qualifications for an existing position, the incumbent employee may choose one of the following options:
- (i) to upgrade their qualifications to the necessary level required for the position at the Employer’s expense;
 - (ii) to post into another vacant position in accordance with Article 13, for which they are qualified; or
 - (iii) to accept layoff in accordance with Article 14.
- (b) For employees who choose option (1):
- (i) The Employer will grant leave for the incumbent employee to upgrade their qualifications and will continue to pay the wages of their current position while upgrading (excluding overtime rates). In addition, the employer will pay for the full cost of any required tuition, as well as any required books or materials.
 - (ii) Employees who chose option (1) must remain employed with the Employer for a period of at least one (1) year subsequent to the completion of the upgrading or repay the cost of the upgrading, including the total cost of any tuition, books/materials, and all paid wages.
 - (iii) Employees who chose option (1), but are unsuccessful in upgrading their qualifications, will not have to repay the Employer for the costs of wages, tuition, books and materials once they are notified that they are unsuccessful. Such employees must then choose either option (2) or option (3) as above.
 - (iv) Employees who choose option (2) subsequent to being unsuccessful in upgrading their qualification will be held within their current position and work location on a supernumerary basis until a vacancy for which they are qualified becomes available within fifty (50) kilometers of their current work reporting location. If the only available vacant position(s) within fifty (50) kilometers of their current work reporting location would result in a reduction of salary, the employee will be blue circled in the new position until another vacancy within fifty (50) kilometers, which retains their salary, is

available, or until the employee voluntarily posts into another vacancy (excluding a shift pattern or unit change within their existing post).

(c) For employees who choose option (2):

- (i) The Employer will pay relocation costs in accordance with Article 13.06 (b), regardless if the employee has already claimed relocation expenses in the past three (3) year period.
- (ii) Employees who decline option (1) and choose only to pursue option (2) will be held within their current position and work location on a supernumerary basis until a vacancy for which they are qualified becomes available within fifty (50) kilometers of their current work reporting location. If the only available vacant position(s) would result in a reduction of salary, the employee will not qualify for blue circling unless the employee can provide reasonable explanation for why the employee declined option (1). Any blue circling in such a scenario will only be in effect until another vacancy within fifty (50) kilometers, which retains their salary, is available, or until the employee voluntarily posts into another vacancy (excluding a shift pattern or unit change within their existing post).

ARTICLE 19 – ANNUAL VACATIONS

Revised Collective Agreement Language

19.05 Selection of Vacation Entitlement

~~Employees working at any post shall, in order of seniority, first choose three (3) blocks plus extra vacation entitlement in accordance with Clause 19.03 of their annual entitlement under Articles 18 and 19. After all employees have, at any one post, chosen their first three (3) blocks plus extra vacation entitlement in accordance with Clause 19.03 of entitlement under Articles 18 and 19, employees at that post shall then, again in order of seniority, select the remaining blocks of entitlement under Articles 18 and 19. Operational requirements permitting, entitlements under this Clause may be taken one (1) shift block at a time.~~

Employees shall select their vacation in accordance with the Vacation Selection Guidelines Document. The guideline will incorporate the following principles, for vacation selection to occur:

- (a) By post;
- (b) In order of seniority;
- (c) first choose three (3) blocks plus extra vacation entitlement in accordance with Clause 19.03 of their annual entitlement under Articles 18 and 19. After all employees have, at any one post, chosen their first three (3) blocks plus extra vacation entitlement, employees at that post shall then, again in order of seniority, select the remaining blocks of entitlement;
- (d) Operational requirements permitting, entitlements under this Clause may be taken one (1) shift block at a time.

ARTICLE 21 – LEAVE OF ABSENCE

Revised Collective Agreement Language

21.04 Maternity Leave

- (a) An employee is entitled to maternity leave of up to seventeen (17) consecutive weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of the birth ~~termination of the pregnancy~~. Such notice will be given at least ten (10) weeks prior to the expected date of the ~~birth termination of the pregnancy~~.
- (c) The period of maternity leave shall commence ~~six (6)~~ no earlier than thirteen (13) weeks prior to the expected date of the birth but no later than the actual date of the birth ~~termination of the pregnancy~~. ~~The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.~~

21.05 Maternity Leave Allowance

- (a) An employee who qualifies for maternity leave pursuant to Clause 21.04, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that ~~she they~~ the employee had applied for and is in receipt of employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.
- (b) Pursuant to the SEB Plan, the maternity leave allowance will consist of:
 - (i) ~~Two (2) weeks~~ One (1) week at eighty-five per cent (85%) of the employee's basic pay;
 - (ii) Fifteen (15) additional weeks ~~weekly payments~~, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and eighty-five (85%) of the employee's basic pay.
 - (iii) In addition, the equivalent of one week at 85% of the employee's basic pay shall be paid evenly over the first sixteen (16) weeks in addition to the benefits paid in (i) and (ii) above.

21.06 Parental Leave

- (a) Upon written request an employee shall be entitled to parental or adoption leave of up to ~~twelve (12)~~ sixty-one (61) consecutive weeks (in the case of an employee who has taken maternity leave) or sixty-two (62) consecutive weeks (in the case of an employee who has not taken maternity leave) without pay.

- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the ~~twelve (12) weeks~~ parental leave between them.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this Clause shall commence:
 - (i) In the case of a birth mother, immediately following the conclusion of leave taken pursuant to Clause 21.04 or 21.08;
 - (ii) In the case of a ~~father~~ non-birth or adoptive parent, following the birth or ~~adoption~~ placement of the child and conclude within the ~~fifty-two (52)~~ seventy-eight (78) week period after the birthdate or adoption placement of the child. Such leave request must be supported by appropriate documentation.

21.07 Parental Leave Allowance

- (a) An employee who qualifies for parental leave pursuant to Clause 21.06, shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that they have applied for and are in receipt of Employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.
- (b) Pursuant to the SEB Plan and subject to leave apportionment pursuant to Clause 21.06(b), the parental leave allowance will consist of a maximum of ten (10) weeks ~~weekly payments~~, equivalent to the difference between fifty-five per cent (55%) of the employee's average weekly insurable earnings (or the Employment Insurance Maximum Benefit, whichever is less) ~~the employment insurance gross benefits and any other earnings received by the employee and~~ seventy-five per cent (75%) of the employee's basic pay.

21.08 Adoption Leave

Upon request and with appropriate documentation, an employee is entitled to adoption leave without pay of up to seventeen (17) weeks following the ~~adoption or~~ placement of a child.

Revised Collective Agreement Language

21.16 Special Leave

- (a) Any employee not on leave of absence without pay shall be entitled to special leave at their regular rate of pay for the following:
 - I. Marriage of the employee - three (3) consecutive shifts in a single block.

2. To attend wedding of employee's child - one (1) shift.
3. Birth or adoption of the employee's child - one (1) shift.
4. Serious household or domestic emergency - one (1) shift.
5. Moving household furniture and effects to a new residence if the move is required to be made on a working day up to two (2) shifts per year which may be taken separately or jointly.
6. To attend their formal hearing to become a Canadian citizen - one (1) shift.
7. To attend a funeral as a pallbearer or mourner - ~~one-half (0.5) shift~~ one (1) shift.
8.
 - (i) In the case of illness or hospitalization of a dependent child of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of two (2) days' paid leave at any one time for this purpose.
 - (ii) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

Revised Collective Agreement Language

21.19 Court Time

- (a) The Employer shall grant paid leave to employees other than employees on leave without pay to serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance such leave to attend at court shall be without pay.
- (c) An employee in receipt of regular earnings whilst serving at court will remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) Time spent at court, or related approved interviews by employees in their official capacity, while off duty, shall be paid at one and one half (1.5) times their regular rate of pay, or provided time off in lieu pursuant to Article 21.27. Time spent at court, or related approved interviews, by employees in their official capacity, while on duty, shall be with no loss of pay.
- (e) Court actions arising from employment, requiring attendance at court, shall be with pay.

- (f) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (g) Employees required to attend court whilst on their annual vacation shall be paid at double the regular wage rates established in Schedule A of this Agreement for eight (8) hours for each day or part day of required attendance and will receive an equal number of days off to immediately follow the employee's holidays.
- (h) An employee will be entitled to reasonable time off prior to and/or following an appearance in court when applicable.
- (i) It is understood that for the purpose of this agreement the term "court" shall mean a court of criminal, civil, coroner's court or EMA Licensing Board.

Revised Collective Agreement Language

21.26 Critical Incident Stress

- (a) In cases of a critical incident, if the employee determines that they are unable to complete the remainder of their shift as a result of the impact of the incident, they will inform their on-shift manager/supervisor and will be granted leave for the remainder of their shift, without penalty or loss of pay.
~~In the event an employee has experienced a critical incident while on duty, the employee may at the unit chief's discretion be released from duty, for the balance of the shift, with pay.~~
- (b) The Employer will provide critical incident stress debriefing/ defusing to employees as required.
- (c) Employees requiring critical incident stress debriefing/defusing shall suffer no loss of pay while attending CIS sessions.
- (d) Following a critical incident, if the employee determines that they require a break period, a minimum of one (1) hour of out-of-service time will be guaranteed following completion of the incident and/or clearing of the hospital without penalty or loss of pay.

Revised Collective Agreement Language

MOU # 1 is moved into the Collective Agreement as Article 21.27.

21.27 Time Off in Lieu of Overtime

~~The provisions of this memorandum shall remain in effect for the term of the 12th Agreement for a further trial period of five (5) years which may be extended by mutual agreement. These provisions may be terminated by either party following this continued trial period.~~

- (a) A Full-time or Regular Part-time employee may elect to bank overtime hours on the basis of one (1) hour banked for each hour overtime worked to a maximum of one hundred forty-four (144) hours, equal to two (2) blocks of the employee's normal shift pattern.
- (b) Time off may be taken in full shift increments, at a time mutually agreed by the employee and the Employer, subject to operational requirements, but will not be unreasonably denied.
- (c) Time off which is added to the holiday entitlement may only be selected after all other employees within the unit have selected their normal holiday entitlements.
- (d) Banked hours may be accumulated by:
 - i. extended tour of duty (Clause 16.03)
 - ii. completion of call (Clause 16.02)
 - iii. extra shifts (Clause 16.04(a))
 - iv. pay while attending training courses and examinations (Clause 23.02 (d))
 - v. occupational health and safety (Clause 29.02 (c)), (29.03 (d))
 - vi. court time (Clause 21.19 (d))
- (e) Accumulated time off that is not scheduled by March 1st of each year will be paid out March 31st of that year at the applicable rate such ~~overtime~~ was earned.
- (f) Administrative procedures will be established by the Employer following discussions at PJLMC.
- (g) Pay notification will include a balance-to-date of banked overtime hours.
- (h) Accumulated time off may be used to top up the short term disability plan benefits, at the employee's discretion, on their third shift and any subsequent shift(s) of consecutive absence due to illness or injury.
- (i) When time off in lieu of overtime leave requests are approved by the Employer, such leaves will not be cancelled. Such leaves may, however, be rescheduled by mutual agreement.

New Collective Agreement Language

21.28 Military Leave

- (a) An unpaid leave of absence will be granted to employees for service with the Canadian Forces.
- (b) "Service" is defined as any training, deployment on peacekeeping missions, active duty during an armed conflict or war and/or a domestic emergency requiring military assistance.
- (c) For the duration of such leaves as captured above, the employee's date of hire and/or service seniority will not be adversely affected, and the employee will continue to accrue seniority and continuous service will not have been deemed interrupted.
- (d) On-Call employees who are eligible for Military Leave will not have their date of hire adjusted and will be credited the balance of hours towards the wage grid while on Military Leave as though they are actively at work for the duration of the Military Leave.
- (e) For the purposes of crediting the balance of hours towards the wage grid, the Employer will use the following formula to determine the monthly credit for Military Leave for On-Call and Regular Part time employees:

Number of Regular Hours ("R") worked in the previous twelve (12) months divided by twelve (12), minus any regular hours worked during the month of the military leave ("CR") will equal the credit hours for the leave.
 $(R \div 12) - CR = \text{credit hours.}$
- (f) Full time employees who are eligible for military leave will be credited their regularly scheduled hours towards article 19.04 (b) and any related accrued benefit for the duration of their military leave.

* Add Article 21.28 to E1.01, to clarify application to On-call Employees.

* This proposal deletes LOA #43 – Military Leave

ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES

Revised Collective Agreement Language

22.01 Calculation of Pay

The hourly rate of pay for an employee shall be based on the appropriate hourly rate set out in Schedule F, calculated by the following formula:

- (a) ~~365.25 days per year ÷ number of days in a work block = number of work blocks per year;~~
- (b) ~~the number of work blocks per year x the scheduled hours in work block = annual scheduled hours of work;~~
- (c) ~~annual scheduled hours of work ÷ 12 = monthly scheduled hours of work;~~
- (d) ~~the monthly salary divided by the monthly scheduled hours of work = the hourly rate of pay.~~

Further, any new full-time shift pattern established under Article A1.01 shall have a bi-weekly pay amount established and associated with it based on the appropriate hourly rate set out in Schedule F.

22.08 Subsistence Allowance

~~Drivers and crew members required to leave their normal response area on duty for periods in excess of five (5) hours shall be paid subsistence allowance at the rates established in Schedule A of this Agreement.~~

(From A3.01) It is agreed that crew members required to leave their ~~post responding~~ normal response area for a period in excess of five (5) hours and up to eight (8) hours shall be paid an allowance of eight dollars and sixty cents (\$8.60), and crew members required to leave their normal post area for a period in excess of eight (8) hours and up to twelve (12) hours shall be paid an allowance of fourteen dollars and forty-five cents (\$14.45) and for a period in excess of twelve (12) hours in any one calendar day, each crew member shall be paid a sum total of twenty-eight dollars and forty cents (\$28.40), for meals. It is further agreed that expenses incurred for overnight sleeping accommodation will be paid by the Employer and that receipts will be presented to the Employer.

22.09 Vehicle Allowance

- (a) Where vehicle allowance is claimed, car vehicle allowance forms must be completed and attached to the travel voucher. ~~These forms are available at the Employer offices.~~
- (b) ~~Effective on the first pay period following April 1, 2016, an~~ Any employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of the maximum allowable per-kilometer rate under the Canada Revenue Agency

~~automobile allowance rates as adjusted from time to time, fifty-three cents (\$0.53) per kilometer. Minimum allowance shall be two dollars (\$2.00). Effective on the first pay period following April 1, 2018, the transportation allowance shall be increased to fifty-four cents (\$0.54) per kilometer.~~

22.10 Meal Allowance

(a) The meal allowance rates shall be:

Breakfast	\$7.75	<u>\$10.00</u>
Lunch	\$9.50	<u>\$12.00</u>
Dinner	\$17.75	<u>\$20.00</u>

- (b) Employees who are required to be on standby for four (4) hours shall have a meal provided for the first and each subsequent four (4) hour period at the location of the standby.
- (c) *(from A3.02)* Employees attending courses at the request of the Employer whose normal work station and residence is outside a thirty-two (32) km radius of the address where the course is being held, shall be paid mileage in accordance with Clause 22.09, and meals in accordance with ~~Clause 22.10 (a) above~~, unless meals are provided, in which case the allowance will be reduced by the amounts outlined in ~~Clause 22.10 (a) above~~ for the meals provided. Employees within a thirty-two (32) km radius of the address where the course is being held, will be provided with a lunch or the appropriate meal allowance at the Employer's discretion.

*Delete existing Schedule A.3 SUBSISTENCE ALLOWANCES, re-number remaining schedule.

*Delete A3.01 from E1.00 listing.

ARTICLE 23 – TRAINING & QUALIFICATIONS

Revised Collective Agreement Language

23.02 Pay While Attending Training Courses and Examinations

- (f) Training courses required for license maintenance shall be paid on a salary maintenance basis. Such courses will be scheduled without reference to employee work schedules.
- (g) Training courses required for certification to the relevant Paramedic level, shall be paid on a salary maintenance basis, for the time the employee is scheduled to be precepted, attending in-hospital training, or being examined. Such courses will be scheduled without reference to employee work schedules.
- (h) Where the Employer posts for Paramedic 3 training positions pursuant to Clause 13.05, such training courses shall be paid on a salary maintenance basis. Such courses will be scheduled without reference to employee work schedules.
- (i) Other required in-service training attended on days off shall be paid at straight time rates, with the employee having the option to take compensation in either pay or ~~mutually agreed to time off~~ time off in lieu pursuant to Article 21.27.
- (j) Employees occupying supervisory positions who have not completed the appropriate supervisory course will be provided such training course and shall be paid on a salary maintenance basis. Such courses will be scheduled without reference to employee work schedules.

New Collective Agreement Language

23.08 In-Service Training

When crew changes or transfers are deemed necessary for training of ambulance crew members or for in-service training of ambulance crew members, then seniority shall apply wherever practical. It is further agreed that the crew changes and transfers affected for such training shall be considered as temporary. If operational changes of a permanent nature are required as a result of revised crew qualifications, those employees affected will be notified in advance and seniority shall apply to any crew changes or transfers wherever practical.

23.09 Training Bursaries, Loans, Grants or Incentives

- (a) The Employer will develop a system of bursaries, loans, grants or other incentives to assist employees in upgrading their qualifications in advanced programs and education. Any system of bursaries, grants, loans or other incentives will be reviewed through the PJLMC process before implementation.

- (b) The obligation set out in 13.08(a) has been met through the establishment of the 'EMA Education Fund' which provides ongoing support to Paramedic students in British Columbia. Any new bursaries, grants, loans or other incentives will be reviewed through the PJLMC process before implementation.

ARTICLE 24 – EMPLOYEE BENEFITS

Revised Collective Agreement Language

24.09 Rehabilitation Committee

- (a) The Employer and the Union agree to a Rehabilitation Committee comprising of four (4) persons, two (2) appointed by the Union and two (2) appointed by the Employer.
- (b) Committee members appointed by the Union will be granted time off without loss of basic pay for the purpose of attending meetings of the Committee and performing Committee-approved business.
- (c) The Committee ~~is limited to reviewing~~ will review alternate employment opportunities for employees ~~deemed totally disabled or partially disabled by the Employer and therefore unable to perform their normal duties and who require a medical accommodation.~~
- (d) The Committee may make non-binding recommendations to the Employer and Union as to possible alternate employment opportunities for employees.

New Collective Agreement Language

New Article 24.10 (re-number existing Article 24.10 to 24.11 and all subsequent)

24.10 Critical Incident Stress Management Program

The Employer will make available to all employees a Critical Incident Stress Management (CISM) program.

ARTICLE 28 – GENERAL CONDITIONS

Deleted Collective Agreement Language

~~28.07 Long Distance Calls~~

~~Unless a physician specifies that a Paramedic is not required, then all long distance calls will include Paramedics, excepting in those circumstances where Paramedics are not available.~~

ARTICLE 29 – OCCUPATIONAL HEALTH & SAFETY

Revised Collective Agreement Language

29.02 Provincial Joint Occupational Health & Safety Committee

- (a) There shall be established a Joint Committee composed of two (2) representatives of the Employer and two (2) representatives of the Union. The Committee's responsibility will be as outlined in the *Workers Compensation Act* and Occupational Health and Safety Regulation as well as to review reports and matters referred by District Occupational Health and Safety Committees. The Provincial Committee may make recommendations to the PJLMC regarding Occupational Health and Safety matters.
- (b) Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time spent attending a Committee meeting.
- (c) Committee meetings as directed by the Employer shall be scheduled during normal working hours whenever practicable. Time spent by designated Committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such Committee members shall receive pay at straight time rates, or time off in lieu pursuant to Article 21.27, for time spent on Committee business.

29.03 District Occupational Health & Safety Committees

- (a) The District Occupational Health and Safety Committee membership will be comprised of not less than two (2) Union representatives and two (2) Employer representatives. The Provincial Occupational Health and Safety Committee will review the size of each individual district committee biannually.
- (b) The Employer will function in accordance with the *Workers Compensation Act* and Occupational Health & Safety Regulation, and will participate in developing a program to reduce risk of occupational injury and illness.
- (c) Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time spent attending a Committee meeting and conducting other committee business.
- (d) Committee meetings as directed by the Employer shall be scheduled during normal working hours whenever practicable. Time spent by designated Committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such Committee members shall receive pay at straight time rates, or time off in lieu pursuant to Article 21.27, for time spent on Committee business.
- (e) Other Committee business as directed by the Employer and in accordance with (c) above shall be scheduled during normal working hours whenever practicable. When no other Union designated Committee member or Union designated employee is available, time spent by

employees attending to this Committee business on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked but such employees shall receive pay at straight time rates for time spent on Committee business.

- (f) Designated committee members who are required to attend committee meetings outside of their geographic location shall be entitled to compensation pursuant to Clauses 22.09 and 22.10.

ARTICLE 31 – GENERAL

Delete Article 3.04 and renumber subsequent clauses.

Article 31.03 – Harassment is deleted, and replaced by the following:

31.03 Respect in the Workplace

The Union and the Employer recognize the right of employees to work in an environment free from discrimination, harassment or bullying, and affirms that all persons are to be treated with respect and dignity.

All persons are accountable for their own conduct and must conduct themselves in a civil, respectful, cooperative and non-discriminatory manner at the workplace and at work-related gatherings.

The Employer and the Union agree that discrimination, bullying and harassment is unacceptable.

The parties recognize that timeliness in reporting and investigation are key to successful resolution of a complaint. Accordingly, employees are encouraged to report incidents or complaints as soon as possible.

- (a) "Workplace Harassment" is defined as one or a series of incidents involving unwelcome comments or actions:
 - (i) when such conduct might reasonably be expected to cause embarrassment, insecurity, discomfort, offence or humiliation to any person or group;
 - (ii) when submission to such conduct is made either implicitly or explicitly a condition of employment; and/or
 - (iii) when where such conduct has the purpose or the effect of interfering with a person's work performance, or creating an intimidating, hostile or offensive work environment.
- (b) Such conduct does not necessarily, but may concern a person's race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, age, sex, sexual orientation, gender identity or expression.
- (c) Workplace harassment does not include actions occasioned through the exercise, in good faith, of the Employer's managerial and supervisory rights and responsibilities.
- (d) Complaints alleging inappropriate conduct under this Article will be reported to the Employer. Upon receipt of a complaint, the Employer will notify the Union of the existence of the complaint, and such further information it can provide depending on the nature of the complaint.

- (e) Employees participating in the investigation process have the right to be accompanied by a representative of the Union at the Employee's request.
- (f) The Employer has the right to investigate incident(s), with or without the person's consent, where there are concerns about the alleged discrimination, bullying and/or harassment.
- (g) Upon conclusion of the investigation, the Employer will provide the Union with a written report summarizing the complaint, and providing an overview of the investigation, and its outcome(s).
- (h) Notice to Affected Parties

Within twenty-one (21) calendar days of a complaint filed under Article 31.03, the Employer shall notify all affected parties that a complaint has been filed, and that they may be a witness. For all affected parties, such notice shall include an overview of the process that will be followed, and that they have the right to be represented by their Union.
- (i) For those Employees identified as a complainant, respondent or witness, who are required to provide information in the investigation, the Employer will notify the Employee in accordance with Article 11.04 and 11.05.

ARTICLE 34 – SERVICE MODELS

Revised Collective Agreement Language

34.02 Remote Deployment

- (a) Primary Care Paramedic (PCP) is the minimum qualification for ambulance paramedics in remote posts, but the Employer may employ ambulance paramedics with lesser qualifications as necessary to maintain services in the absence or unavailability of a paramedic with PCP qualifications.
- (b) Primary Operator staff are regular part-time and on-call paramedics attached to an operator or post to access work assignments, and full-time paramedics attached to an operator or post to access on-call or standby work assignments that are separate from their normal full-time working assignment.
- (c) On-call work assignments (callout) will be one method of shift coverage in Remote designated communities.
- (d) Scheduling rules and processes will be designed to meet local needs and will be managed locally by Unit Chiefs. The Unit Chiefs will be guided by the work allocation language prescribed by Schedules E3.06 through E3.10 of the Agreement. If it is identified by either party that work allocation procedures need to be amended for specific operators or posts, the venue to address these issues will be through RJLMC meetings under Article 8.06. Agreements made at the RJLMC level will then need to be ratified by the PJLMC process, consistent with Article 8.06(c).
- (e) Where the principals at the RJLMC level are unable to come to an agreement on amendments to specific station or post scheduling processes, the matter is to be referred to the PJLMC process identified in this memorandum.
- (f) On-call work assignments in remote communities will be based on fair and equitable considerations within the individual operator or post.
- (g) Primary operator vacancies in Remote posts will be filled on the following basis from among those individuals who have applied to the on-call lateral process or have an external application on file ~~a transfer application on file~~, alternating between ~~(a) and (b)~~ (i) and (ii):
 - (i) Transfers of qualified bargaining unit applicants in order of the earliest original date of hire with the Employer.
 - (ii) Local applicants:
 - c) Qualified applicants from ~~outside of~~ within the bargaining unit who reside within the normal post response area.
 - d) Where no applicants under (a) are available, the Employer may hire qualified applicants from outside of the bargaining unit who reside within the normal post response area.

- (iii) Where no applicants under ~~(a) or (b)~~ (i) or (ii) are available the Employer may hire unqualified applicants.
- (h) All primary operator employees covering on-call shifts will receive on-call shift coverage pay as prescribed by Schedule E8.02 of the Agreement.
- (i) When primary operator employees respond to call-out calls, they will be paid at the appropriate paramedic rate, in accordance with Article 16.04(b) or Schedule E6.01 of the Agreement, as applicable.

34.03 Rural Deployment

Primary Operator staff are regular part-time and on-call paramedics attached to an operator or post to access work assignments, and full-time paramedics attached to an operator or post to access on-call or standby work assignments that are separate from their normal full-time working assignment.

- (a) Standby shift (in station), which is done by primary operator employees. Primary operator employees may be assigned to standby shifts in the station while others may be assigned to pager duty for on-call work. Except for regularly scheduled full-time shifts, the first line duty car will be staffed as a standby shift in each station. Examples are as follows:
 - No scheduled full-time units – two crewmembers on dayshift Rural Standby shifts, two crewmembers on nightshift Rural Standby shifts.
 - One Full-time employee working Delta, Bravo or Echo shift – partner works on Rural Standby shift basis, two crewmembers on Rural Standby shifts at night.
 - Two Full-time employees working Delta, Bravo or Echo paired together, two crewmembers on Rural Standby shifts at night.

There shall not be any new standby shifts established, as of January 18, 2017.

- (b) “Standby shift” means a shift for which a primary operator employee is to be scheduled to report to, and be at a station for the duration of the shift, to stand by and respond to calls or work requests.
- (c) An employee assigned to a standby shift will be paid the standby stipend, as defined in Schedule F3.00, per hour for time on shift in a station, increased to the appropriate paramedic rate for the duration of the call or work request during the assigned shift (dispatch time to return back at station time, subject to management oversight) with a three (3) hour minimum for the call. Employees covering a standby shift, during which they perform an ambulance call or work, shall not forfeit their standby pay wages for the shift.
- (d) The three (3) hour minimum payment is for responding to all calls or work that occur within the three (3) hour period from the first call. Time spent on calls or work in addition to the three (3) hour minimum will be paid at the appropriate paramedic rate.

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- (e) Second line and subsequent response units will be staffed and remunerated as on-call coverage, in the same fashion as laid out for Remote posts above. These are not full-time designated units.
- (f) PCP is the minimum qualification for ambulance paramedics in rural posts but the ~~the~~ Employer may employ ambulance paramedics with lesser qualifications as necessary to maintain services in the absence or unavailability of a paramedic with PCP qualifications.
- (g) Spareboard shifts, standby shifts and on-call shifts will be scheduled on a monthly basis. The shift opportunities will be offered to primary operator employees on a fair and equitable basis. All available shifts within a station or post will be allocated in the following order:
- All full-time and regular part-time vacancies as regular spareboard.
 - Standby shift vacancies.
 - On-call shift vacancies.
- (h) Scheduling rules and processes will be designed to meet local needs and will be managed locally by Unit Chiefs. The Unit Chiefs will be guided by the work allocation language prescribed by Schedules E3.06 through E3.10 of the Agreement. If it is identified by either party that work allocation procedures need to be amended for specific operators or posts, the venue to address these issues will be through RJLMC meetings under Article 8.06. Agreements made at the RJLMC level will then need to be ratified by the PJLMC process, consistent with Article 8.06(c).
- (i) Where the principals at the RJLMC level are unable to come to an agreement on amendments to specific station or post scheduling processes, the matter is to be referred to the PJLMC process identified in this memorandum.
- (j) Full-time regularly scheduled employees will continue to be scheduled as they were under the terms of the Agreement.
- (k) Primary operator vacancies in Rural posts will be filled on the following basis from among those individuals who have applied to the on-call lateral process or have an external application on file ~~a transfer application on file~~, alternating between (i) and (ii):
- (i) Transfers of qualified bargaining unit applicants in order of the earliest original date of hire with the Employer.
 - (ii) Local applicants:
 - a) Qualified applicants from ~~outside of~~ within the bargaining unit who reside within the normal post response area.
 - b) Where no applicants under (a) are available, the Employer may hire qualified applicants from outside of the bargaining unit who reside within the normal post response area.
 - (iii) Where no applicants under (i) or (ii) are available the Employer may hire unqualified applicants.

34.04 Urban Deployment

- (a) Primary Operator staff are regular part-time and on-call paramedics attached to an operator or post to access work assignments, and full-time paramedics attached to an operator or post to access standby work assignments that are separate from their normal full-time working assignment.
- (b) Primary operator vacancies in Urban posts will be filled on the following basis and in the following order, from among those individuals who have applied to the on-call lateral process or have an external application on file ~~a transfer application on file~~:
 - (i) Transfers of qualified bargaining unit applicants hired prior to September 11, 2004, in order of the earliest original date of hire with the Employer.
 - (ii) Qualified applicants from within the bargaining unit who reside within the normal post response area.
 - (iii) Qualified applicants from outside of the bargaining unit who reside within the normal post response area.
 - ~~(iii)~~(iv) Other qualified applicants from within the bargaining unit in order of the earliest original date of hire with the Employer.
 - ~~(iv)~~(v) Other qualified applicants from outside of the bargaining unit.
- (c) PCP is the minimum qualification for ambulance paramedics in Urban posts, with the exception of Transfer Cars which have a minimum qualification of EMR, but the Employer may employ ambulance paramedics with lesser qualifications as necessary to maintain services in the absence or unavailability of a paramedic with PCP qualifications.
- (d) The Employer may assign primary operator employees to standby (Rural Standby) shifts within an Urban post to augment, but not displace or replace regular full-time positions.
- (e) Subject to the language pertaining to Irregularly Scheduled Employees, Full-time employees will continue to be scheduled as they were under the terms of the Agreement.
- (f) Spareboard shifts and standby shifts will be scheduled on a monthly basis. The shift opportunities will be offered to primary operator employees on a fair and equitable basis. All available shifts within a station or post will be allocated in the following order:
 - (i) All full-time and regular part-time vacancies as regular spareboard.
 - (ii) Standby shift vacancies.
- (g) The allocation of work process for primary operator employees in Urban posts shall be consistent with the language of the Agreement.
- (h) The requirements of and payment processes for standby shifts in Urban posts shall be in accordance with Sections 34.03 (c), (d) and (e) of this Agreement.

34.05 Metropolitan Deployment

- (a) There shall be no standby shifts or callout shifts in Metropolitan posts during the term of this Agreement.
- (b) Subject to the language pertaining to ~~Irregularly~~ Irregularly Scheduled Employees, Full-time employees will continue to be scheduled as they were under the terms of the Agreement.
- (c) PCP is the minimum qualification for ambulance paramedics in Metropolitan posts, with the exception of Transfer Cars which have a minimum qualification of EMR, but the ~~the~~ Employer may employ ambulance paramedics with lesser qualifications as necessary to maintain services in the absence or unavailability of a paramedic with PCP qualifications.
- (d) Regular Part-time and On-call employees in Metropolitan posts will be scheduled consistent with the language of the Agreement.
- (e) On-call paramedic vacancies in Metropolitan posts will be filled on the following basis and in the following order, from among those individuals who have applied to the on-call lateral process or have an external application on file ~~a transfer application on file~~:
 - (i) Transfers of qualified bargaining unit applicants hired prior to September 11, 2004, in order of the earliest original date of hire with the Employer.
 - (ii) Qualified applicants from within the bargaining unit who reside within the normal post response area.
 - (iii) Qualified applicants from outside of the bargaining unit who reside within the normal post response area.
 - ~~(iii)~~(iv) Other qualified applicants from within the bargaining unit in order of the earliest original date of hire with the Employer.
 - ~~(iv)~~(v) Other qualified applicants from outside of the bargaining unit.

***This proposal deletes LOA#70 – Primary Operator Vacancies.**

ARTICLE 36 – COMMUNITY PARAMEDICINE

Deleted Collective Agreement Language

~~36.01 – Development of Community Paramedic Program~~

~~BCEHS hereby provides notice pursuant to Article 23 of the Addendum that it intends to create one or more new Community Paramedic classifications. BCEHS proposes to meet with FBA/CUPE 873 over the next four (4) months to review the range of functions that may be assigned to this new classification and the appropriate wage rate.~~

~~The Ministry of Health has advised BCEHS that it intends to provide new funding over the period from fiscal 2015/16 to fiscal 18/19 for improved community-based health services with ambulance paramedics as a primary option for delivering these services using a community paramedicine model (and including some assignments within the acute care system).~~

~~If HEABC and the FBA reach agreement on the amendments to the BCEHS/CUPE 873 Addendum necessary for effective utilization of ambulance paramedics in these roles, BCEHS will create a minimum of 80 new regular full-time or regular part-time FTEs in the Community Paramedic, ACP or PCP classification over the period April 1, 2015 to March 31, 2019 consistent with development of a strategic implementation plan.~~

~~BCEHS intends to renew its management/supervisory structure. The commitment to create new FTEs will be net of any changes in in-scope supervision.~~

~~36.02 – Community Paramedic Selection Process~~

~~Despite Clause 13.01 community paramedic vacancies will be filled on the following basis:~~

- ~~(a) For the purposes of posting and filling community paramedic vacancies, the Employer may restrict eligibility for posted vacancies to applicants attached to or resident in the normal post response area.~~
- ~~(b) The senior applicant will be appointed in the following sequence subject to qualifications and suitability:
 - ~~(i) Full-time employees resident in or attached to the community.~~
 - ~~(ii) Regular Part-time employees resident in or attached to the community.~~
 - ~~(iii) On-call standby employees resident in or attached to the community.~~
 - ~~(iv) Full-time employees not resident in the community but willing to relocate to the community. A relocating employee will not be eligible for transfer to any other position for a period of at least three years.~~~~

- ~~(v) — A Regular Part-time employee not resident in the community but willing to relocate to the community. A relocating employee will not be eligible for transfer to any other position for a period of at least three years~~
- ~~(vi) — An On-call standby employee willing to relocate to the community. A relocating employee will not be eligible for transfer to any other position for a period of at least three years.~~
- ~~(c) — Clause 13.03 will apply to selection of Community Paramedic Leader Supervisory Positions.~~
- ~~(d) — BCEHS will provide the training it determines to be necessary for selected employees to fulfill the responsibilities of the posted position.~~

LETTER OF AGREEMENT DELETIONS

Amend the greensheet titled “PROPOSAL #42 – LETTER OF AGREEMENT DELETIONS signed by the parties on 18th January, 2019 and replace with:

Delete the following 2014-2019 Ambulance Paramedics and Ambulance Dispatchers Subsector Collective Agreement - Letters of Agreement:

- LOA #14 – Date of Hire Adjustments
- LOA #16 – Dispatch B-List
- LOA #19 – Dispatch Officer
- LOA #20 – Dispatch Officer to Charge Dispatcher
- LOA #24 – Duty to Accommodate
- LOA #26 – Economic Stability Dividend
- LOA #29 – Fox Standby Uniform
- LOA #32 – In-hospital Overflow Paramedic in Kelowna
- LOA #33 – Infant Transport Team Training Selection
- LOA #38 – Kelowna Post Re-organization
- LOA #40 – Letter of Expectation
- LOA #41 – Lower Mainland Transfer Fleet Reorganization
- LOA #42 – Lower Mainland Transfer Fleet & Special Operations Supervision
- LOA #46 – Paramedics in ED (IHOP)
- LOA #47 – PRU Evaluation Process
- LOA #48 – Paramedic Training Commitment
- LOA #49 – PCP-A Scheduling
- LOA #50 – PCP-A Training
- LOA #51 – Probation Letter Signature
- LOA #53 – Quality Improvement Shift Patterns
- LOA #56 – UC Selection Pool (Germaine)
- LOA #65 – UC Applicant Pool Expiry
- LOA #67 – Vacation Payout Date

Remove the following from the list of Letters of Agreement. The following documents are not appropriately printed in the Collective Agreement, without prejudice or the parties’ positions with respect to their applicability:

- LOA #06 – Applicant Lists
- LOA #10 – CCP Reclassification Consent Award
- LOA #22 – Dispatch Training
- LOA #25 – Early Retirement

Local Level Agreements and documents to be retained in a joint electronic repository:

- LOA #2 – ACP Experience Rate Calculation
- LOA #7 – Burns Lake Ambulatory Patient Vehicle (APV)

LOA #28 – Emergency Medical Call Taker (EMCT) Positions in VDOC Dispatch Centre
LOA #44 – PAACC Relocation
LOA #59 – Station 259 Meal Allowances (Article 22.10(b))
LOA #60 – Trail Station CCT Program Discontinuation
LOA #68 – Vancouver Post Shuffle
LOA #69 – Victoria Central Reporting Station

**LETTER OF AGREEMENT (NEW) RE: FATIGUE RECOGNITION AND MITIGATION
TRAINING**

Within ninety (90) days of ratification, the Employer agrees to provide \$100,000 to the Union for the purposes of providing fatigue education. The Union is responsible for all costs associated with the provision of this education. The education provided will be reasonably aligned with the joint Union-Employer Fatigue Management Program Committee.

The Union agrees to provide a report detailing how the funds were expended, prior to the end of the collective agreement.

**MEMORANDUM OF AGREEMENT (NEW) RE: BCEHS CRITICAL INCIDENT STRESS
MANAGEMENT STEERING COMMITTEE**

Recognizing the importance of Critical Incident Stress Management in the workplace, a steering committee has been developed (the “Provincial CISM Steering Committee” or the “Provincial Committee”). The Provincial Committee was created to facilitate the development and implementation of a comprehensive CIS service consistent with recognized and evolving standards of practice. The Provincial Committee is responsible for developing a shared understanding of the current state, and to identify and prioritize the immediate solutions or options that can be implemented to address and mitigate the issues that have been identified.

The Union may appoint up to two (2) representatives to the Provincial CISM Steering Committee. Committee members appointed by the Union will be granted time off without loss of basic pay for the purpose of attending meetings of the Committee and performing Committee-approved business.

Time spent by designated Committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such Committee members shall receive pay at straight time rates for time spent on Committee business.

**MEMORANDUM OF AGREEMENT (NEW) RE: BCEHS RETIRE REHIRE POLICY
AND PROCESS**

Retirement Notice – Rehire

Employees wishing to be rehired with BCEHS after retirement will follow the below steps ~~sixty (60)~~ days prior to retirement.

1. Provide written notification of retirement to the Unit Chief, District Manager, and Human Resources Department.
2. The retirement notification will include the employee's full name, PHSA ID, and last worked shift. Full time retiring employees need to also include any vacation or leave to be taken prior to severing employment otherwise unused vacation will be paid out at retirement.
3. The retirement notification will also need to include a request to be rehired. Employees may request to be rehired at either their last fulltime station or primary operator of record (for the purposes of call out). To be eligible for rehire at a primary operator of record, the employee must have submitted availability and worked a shift in the last three (3) months at the primary operator for call out in order to qualify for rehiring in that station/post.
4. The employee will also indicate their requested return date as an on-call ~~a part-time CUPE~~ employee, which must occur within 120 days of their retirement date of record.

Once the above information is received, the BCEHS and PHSA Human Resources Departments will support the employee following the below processes.

5. The retiring employee must meet the minimum qualifications for the post requested for rehire and complete the new hire process ~~which currently includes a criminal record check, medical, and submission of both Class 4 and paramedic licenses.~~
6. After conclusion of the separation required by the Pension Corporation (currently ~~thirty (30)~~ days), the employee will be hired as an on-call ~~a part-time~~ employee with a new date of hire. Such new date of hire shall be used exclusively in relation to any references in the Collective Agreement to "original date of hire".
7. Retired/Rehired employees will be subject to a six (6) month probationary period as a new employee.
8. Retired/Rehired employees will be hired at the on-call ~~part-time five (5)~~ three (3) year service pay (if applicable).
9. Employees who retire and are rehired may become eligible to re-enroll in the Pension Plan in accordance with the plan rules.

10. Employees who do not meet requirements identified through the steps listed above ~~will~~ may be recruited through PHSA's new hire process for external candidates. Former employees may apply through the external posting process established by PHSA and such employees will not be covered by this article.

**MEMORANDUM OF AGREEMENT (NEW) RE: BCEHS VACATION SELECTION
REVIEW COMMITTEE**

Whereas the current collective agreement sets out the foundation for a structure of vacation selection among employees, by post, on a rotating basis in order of seniority;

And whereas the parties have agreed to a much more detailed process outlined in LOA#31 “Holiday Selection Process for CUPE 873 Employees”;

And whereas the parties wish to review and explore the extent to which the detailed process in LOA#31 can be simplified and streamlined, without unduly interfering with seniority rights and operational requirements;

Therefore, the parties agree to establish a working group, within sixty (60) days of ratification of the 2019-2022 Collective Agreement, consisting of up to four (4) representatives from each of the Employer and the Union for the purpose of identifying opportunities to group and/or streamlining processes and technologies for vacation selection in accordance with the principles above.

The parties further agree that the content of LOA#31 shall form the Vacation Selection Guidelines Document and shall be subject to any revisions agreed to by this committee.

The parties acknowledge that any revisions to the vacation selection process must be agreed to no later than June 30th in a given year for such revisions to be implemented for that year’s vacation selection process.

MEMORANDUM OF AGREEMENT (NEW) RE: COMPLAINTS AND EDUCATION COMMITTEE

The Parties recognize the right of employees to work in an environment free from discrimination, harassment or bullying, and affirm that all persons are to be treated with respect and dignity.

The Parties further recognize the need for an improved process of reporting and investigating complaints relating to harassment, discrimination and bullying that is clear to follow and is respectful of the privacy and confidentiality of all involved.

The Parties also agree that an investigation into complaints of alleged harassment, discrimination or bullying should be conducted in a manner appropriate and proportionate to the circumstances and nature of the complaint, and may require the engagement of an external third-party investigator.

And the Parties recognize that one key to the success of ensuring a workplace environment free from harassment, discrimination and bullying is training and education, both in anti-discrimination and anti-harassment, and in the process for complaints disclosure and investigation;

The Parties agree to establish a Committee to explore and develop or refine clear processes for the disclosure and investigation of complaints of bullying, harassment and discrimination. The Committee shall consist of up to four representatives from each of the Employer and the Union and shall meet within 60 days of ratification of the 2019-2022 Collective Agreement. Such processes shall recognize and be aligned with the following principles:

- The privacy, dignity and confidentiality of all parties to a complaint is paramount, and is critical to a successful process that does not discourage the disclosure of inappropriate conduct;
- Discrimination, bullying and harassment comes in many forms, and may be difficult to recognize, and such complaints must not be dismissed out of hand based on personal perspectives or experiences;
- To ensure due process and clear parameters for any investigation, it is critical that a complaint be properly documented. In the event a complaint is not submitted in writing, such complaint shall be reduced to writing by the individual receiving the complaint on behalf of the Employer and the individual making the complaint must affirm the substance of the complaint.
- Timelines for the process should be clearly laid out to ensure complaints are responded to in a timely fashion;
- Communication and transparency of process are key to ensuring complainants and respondents know what to expect and are made aware of the ongoing status of a complaint, including the presence of any factors which may introduce delays to the resolution of the complaint;

- The unique circumstances of each complaint will determine the appropriate steps to take in its resolution; the goal is to resolve situations of alleged discrimination, bullying, or harassment as soon as possible, in a fair, constructive, and respectful manner;
- The importance of prevention strategies to promote the psychological health and wellbeing of all employees; and
- The expectation that employees work collaboratively with others and form and maintain effective functional relationships.

The Committee shall finalize such processes as soon as possible, but no later than October 31, 2019.

In addition, the Committee will review and identify training, education and awareness needs that foster a safe work environment free from discrimination, harassment and bullying. The training will relate to anti-discrimination, anti-bullying, and anti-harassment, and to the complaints process developed herein, as well as to ensuring employees' psychological well-being to prevent harm to an employee's psychological health and wellbeing. HEABC will contribute a one-time amount of \$50,000 to the development of such training identified by the Committee.

The Committee will make recommendations to the Employer, including the extent of any additional training and education requirements and the delivery thereof, which may include:

- i. the definitions of discrimination, bullying and harassment in accordance with the *Workers' Compensation Act*, the *Human Rights Code* and the workplace obligations as established by the CSA Standard on Psychological Health and Safety in the Workplace and the CSA Standard for Psychological Wellness for Paramedics;
- ii. understanding situations that are not harassment or sexual harassment, including the exercise of an employer's managerial and/or supervisory rights and responsibilities;
- iii. developing an awareness of behaviour that is inappropriate;
- iv. outlining strategies to prevent harassment and sexual harassment;
- v. a review of the resolution process for complaints of discrimination, harassment and sexual harassment as outlined in the Employer's policies;
- vi. understanding malicious or vexatious complaints and the consequences of such; and
- vii. outlining Employer policies for dealing with workplace harassment.

Upon receiving the Committee's recommendations with respect to training, the Employer will implement such recommendations without delay. Subject to any operational or fiscal realities that may interfere with the timely or practical implementation of any such training recommendations, Where such operational or fiscal challenges are identified, they will be communicated back to the Committee to review options for mitigation or alternative delivery.

Following the conclusion of the Committee's efforts outlined herein, the Committee will meet in advance of the expiry of the Collective Agreement to review the effectiveness of its efforts and identify any outstanding issues to be addressed.

In the event the Committee is unable to reach consensus, the parties shall agree to retain a mediator to assist the parties to finalize the process aligned with the principles set out herein.

MEMORANDUM OF AGREEMENT (NEW) RE: DISPUTE RESOLUTION

On July 19, 2019, the Parties signed an "Agreement in Principle" with respect to the renewal of the 2014-2019 Ambulance Paramedics and Ambulance Dispatchers ("APADBA") Collective Agreement (the "Collective Agreement"). The Agreement in Principle includes a dispute resolution process, reproduced herein for ease of reference:

8. Dispute Resolution

- j) Certain provisions of the previous collective agreement will have to be amended to ensure consistency with the terms included and referenced herein (the "Consequential Amendments"). The Consequential Amendments include, but are not limited to:
 - a. Art. 1.01 – Definitions
 - b. Article 19 – Annual Vacation Entitlement
 - c. Article 22.01 – Calculation of Pay

- k) If, during the preparation of a complete tentative agreement, or during the term of the Collective Agreement, further provisions of the Collective Agreement are alleged to be non-compliant with the ESA, or if Consequential Amendments are identified beyond those specified in paragraph 8(a), the Parties shall meet to try to negotiate a resolve to the issue or dispute. The Parties may consider resolutions that include, but are not limited to:
 - a. suspending the disputed articles of the Collective Agreement until the next round of bargaining and replacing (not incorporating) the language with the corresponding Employment Standards Act provisions;
 - b. negotiating new Collective Agreement language mid-term to mitigate the financial consequences of any non-compliance; and
 - c. any other measure that may lead to a mutually-agreeable resolution that is compliant with legislation.

- l) It is agreed that any issues or disputes arising under paragraph 8(b) above shall not result in any increased costs to the Employer during the term of the Collective Agreement. For clarity, no Consequential Amendment shall result in a loss of employees' rights that was not intended by the Parties.

- m) Any disputes that are not resolved by agreement of the Parties within 14 days of written notification of the issue by either Party may be referred to Vince Ready and Corrin Bell for resolution in accordance with the terms of this Agreement including, if necessary, by issuing a binding decision. It is further agreed that Vince Ready and Corrin Bell have exclusive jurisdiction to resolve any such dispute.

- n) The Parties will establish a dispute resolution mechanism for introduction of Scheduled On Call, Fox shift conversion and changes to Alpha shift patterns as set out herein.

The Parties have negotiated terms that will require changes to existing deployment and staffing. The Parties recognize that at times during these transitions, disputes may arise and the Parties may benefit from the assistance of a third party to work through some challenges. Accordingly, and further to paragraph 8(d) of the Agreement in Principle, the Parties agree as follows:

1. No matter will be referred to the dispute resolution process before the Employer and the Union have made a good faith effort to resolve the issue at the local level.
2. If a party alleges that terms or conditions of the Agreement in Principle/ Collective Agreement have been breached, it shall notify the other party in writing and seek a meeting to discuss a resolution. If the matter is not resolved by agreement of the Parties within fourteen (14) days of the aforementioned meeting, either party may refer the matter to Mr. Vince Ready or Ms. Corinn Bell to assist with resolving the dispute, including, if necessary, by issuing a binding decision. Mr. Ready and Ms. Bell shall have exclusive jurisdiction to resolve any such disputes.
3. For disputes arising from the implementation of the Scheduled On-Call Model (SOC), the matter will first be brought before the Implementation & Evaluation Committee for discussion before it may be referred to the dispute resolution process.
4. This dispute resolution process is intended to resolve interpretive issues and/or safety issues that arise between the Parties during the implementation of the SOC Model, Fox shift conversion, and changes to the Alpha shift patterns. Safety issues raised under this dispute resolution process will only be with respect to concerns specific to the SOC model. Other issues (equipment, matters within Worksafe jurisdiction) continue to be dealt with under the existing processes under the Collective Agreement. This dispute resolution process is not intended to be an avenue for individual employees to challenge a change in schedule or to otherwise express dissatisfaction with the change; however, nothing in this agreement precludes an individual grievance alleging discriminatory exercise of management rights, or failure or refusal to accommodate an employee based on grounds protected by the *Human Rights Code*, pursuant to Articles 9 and 10 of the Collective Agreement.
5. This dispute resolution process may be used by the parties to assist with the development of the SOC model evaluation criteria. This evaluation criteria must be data-driven, evidence based and measurable (not subjective).
6. Decisions will be rendered by the third party within fourteen (14) days of hearing the dispute.
7. Nothing in this agreement is intended to change the terms of the Collective Agreement or otherwise fetter either party's rights.
8. This agreement expires March 31, 2022, unless expressly renegotiated by the Parties.

MEMORANDUM OF AGREEMENT (NEW) RE: KILO GUARANTEE PHASE-OUT

In 2017, BCEHS was facing an acute shortage of paramedics in rural and remote communities; communities that were heavily reliant on On-call staff to provide emergency coverage. To address this shortage, BCEHS introduced a temporary financial incentive for On-call staff to provide availability in these communities: employees scheduled to work on-call were guaranteed four (4) hours' pay at the appropriate wage rate, regardless of whether they received a call-out. This practice was known as "Kilo Guarantee" and was introduced province-wide.

At the time that the Kilo Guarantee was implemented, the Employer advised that Kilo Guarantee would end with the introduction of a new staffing model, or the renewal of the parties' Collective Agreement at bargaining.

Kilo Guarantee was designed to be a short-term solution; however, it is not a sustainable model, and recruitment and retention challenges still exist in some rural and remote communities that depend on On-call staff. In response, BCEHS is further expanding the Community Paramedicine program and introducing a "Scheduled On-Call" model. Creating regular positions in these rural and remote communities is a long-term, sustainable solution that ensures emergency coverage while providing local paramedics with secure employment.

Accordingly, the parties agree as follows:

1. Following ratification, the Employer will identify the communities where it intends to introduce a "Scheduled On-Call" model;
2. Those communities identified in (1) will retain the "Kilo Guarantee" until such time as a Scheduled On-Call model is implemented at their station/post, or a determination is made that such a model is not appropriate for that station/post;
3. Letter of Agreement #39 – "Kilo car guarantee 4hr pay conditions" dated June 13, 2017 will cease as of March 31st, 2020 for all other communities that are not identified in (1);
4. Notwithstanding (1) and (2), Kilo Guarantee will be completely eliminated no later than November 1, 2021, regardless of whether a Scheduled On-Call Model has been implemented.

MEMORANDUM OF AGREEMENT (NEW) RE: ON-CALL SHIFT EXTENSION

Within thirty (30) days of ratification, the Employer agrees to conduct an assessment of current dispatch practices and procedures with a view to minimizing incidents where callout units are dispatched to perform transfer work at or near the end of an on-call or standby shift, particularly when such transfers can be delayed and assigned to the next crew coming on shift without adversely impacting paramedic or patient health or safety.

The Employer will provide the Union with a summary of their findings of the assessment. The summary will include a description of the changes being implemented to reduce these occurrences, including parameters to guide dispatchers in when and when not to utilize units nearing shift end. The summary will be provided within 120 days of ratification and changes implemented within 60 days thereafter.

The Employer will notify the Union 30 days in advance of any subsequent changes to dispatch policies and/or direction which may result in an increase to these occurrences.

**MEMORANDUM OF AGREEMENT (NEW) RE: POST SHUFFLE
GUIDELINE DOCUMENT**

The parties agree to establish a working group, within sixty (60) days of ratification of the 2019-2022 Collective Agreement, consisting of up to three (3) representatives from each of the Employer and the Union for the purpose of establishing a Post Shuffle Guideline Document. Working group members appointed by the Union will be granted time off without loss of basic pay for the purpose of attending meetings of the working group and performing working group approved business.

The Guideline Document will have regard to, among other things:

- Subsequent vacancies following the initial completion of a recruitment process but occur within 120 days of the posting;
- Clarify the shuffle process for both Vancouver Post and the rest of the Province.

The parties agree that the working group will finalize the Guideline Document no later than September 2019.

**MEMORANDUM OF AGREEMENT (NEW) RE: SPECIAL OPERATIONS, TRAINING
AND SCHEDULING**

THIS MOA REPLACES LOA #58 – Special Operations Training and Scheduling

The parties agree that there is a need for paramedics and dispatchers to work additional shifts through the Special Operations program.

To facilitate orientation and scheduling of Special Operations work, the parties agree to the following:

- a) This agreement will be utilized by Posts in all areas of the Province that conduct Special Operations work more than six (6) times per calendar year. In areas that complete less than six (6) operations per year or have "ad hoc" work, such work shall be scheduled within the post in accordance with the Collective Agreement.
- b) At least annually, or as required, the Special Operations department will post an expression of interest, by post, for paramedics and dispatchers interested in working Special Operations events. This EOI will identify the anticipated number and type (car, bike, gator, dispatch, command, etc.) of positions needed.
- c) Subject to f) below, selection of applicants from the EOI will be in accordance with Article 13.01.
- d) Once the successful applicants are identified, they will be required to attend the orientation program delivered by the Special Operations group. At the completion of the orientation, subject to e) and f) below, those employees will be identified to the Provincial Scheduling Office as "Special Operations Qualified" and the specific qualification they have obtained (crew, bike, gator, command, etc.)
- e) Employees applying to the Bike Squad EOI will be required to successfully complete a fitness assessment. Those employees who successfully complete the bike squad fitness assessment and orientation will be recognized as Special Operations bike squad qualified. Bike squad qualified employees shall be subject to fitness assessment requalification at least every two years.
- f) Current Full-time supervisory applicants to the Special Operations Commander EOI will be selected in order of seniority. Where there are insufficient, or no current Full-time supervisory applicants, other applicants will be selected pursuant to Article 13.03 of the collective agreement. Employees who successfully complete orientation for this role will be recognized as Special Operations Commander qualified.
- g) Qualified employees shall not be required to submit availability to provincial scheduling. Work shall be offered on a rotational basis in a fair and equitable manner to those that are Special Operations Qualified for each specific position (crew, bike, gator, command, etc.)

- h) Employees who are Special Operations Qualified and choose to change employee statuses, change posts or utilize retiree / rehire provisions, will no longer be Special Operations Qualified and may re-apply on the next applicable EOI.

**MEMORANDUM OF AGREEMENT (NEW) RE: TREATMENT OF FOX HOURS UNDER
THE COLLECTIVE AGREEMENT**

Whereas recent changes to the *Employment Standards Act* necessitate changes to the existing Fox shift model.

AND Whereas the Parties have agreed that the Employer will eliminate all Fox shifts during the term of this Collective Agreement no later than March 31, 2022.

AND Whereas the Parties have agreed that effective the first pay period after ratification of the Collective Agreement, the Fox work rate of pay when not assigned to a response will be increased to the minimum wage rate under the *Employment Standards Act*.

The parties agree as follows:

1. Effective the first pay period following April 1, 2020, all Fox shift hours will be considered as being at “work”, in accordance with the definition in the *Employment Standards Act*.
2. Fox shift work hours will therefore attract two rates of pay, both of which will be considered the employee’s regular earnings for the Fox shift:
 - a. Minimum wage – When the paramedic is at work and ready to respond to ambulance responses or other duties assigned by the Employer.
 - b. Applicable Paramedic wage – When the paramedic is assigned an ambulance response or other duties by the Employer.
3. Alternation between the two above wage rates shall continue to be treated in a manner that is status quo to the 2014-2019 Collective Agreement.
4. Effective the first pay period following April 1, 2020, the Employer will submit both Employer and Employee appropriate contributions to the Public Service Pension Plan (PSPP), for all Fox work hours, including those paid at minimum wage, for all employees enrolled in the PSPP.
 - a. In the event the PSPP does not permit contributions for minimum wage Fox work hours, this Agreement will remain in force and effect. The Employer will not be responsible to fund any additional pension benefit in lieu of the PSPP benefit.
 - b. In such case, the Union may dispute the PSPP decision through whatever means available. If the Union is successful and Fox minimum wage work hours are deemed eligible for the PSPP, the Employer will commence appropriate contributions on the next pay period.

5. The Union agrees not to advance any grievance claiming any new right within the Collective Agreement on the basis of all Fox shift work hours being “work”, other than what may arise out of payment of minimum wage and PSPP pensionable contributions. This includes, but is not limited to, grievances with respect to the application of Article 17.01 - Necessary Rest Period, Article 21.27 - Time Off In Lieu of Overtime and Articles - 16 and E7 Overtime, to minimum wage Fox hours as defined in 2(a) above.

6. All Collective Agreement rights and employer practices, other than those related to minimum wage and pensionable earnings, with respect to Fox shift hours will remain status quo to the 2014-2019 Collective Agreement.

**MEMORANDUM OF AGREEMENT (NEW): RE: WORKING GROUP FOR A
PROVINCIAL FRAMEWORK ON OCCUPATIONAL HEALTH AND SAFETY (OHS) IN
HEALTH CARE**

Whereas the parties share a common interest in preventing workplace injuries and promoting safe and healthy workplaces throughout the health care sector, with shared objectives to:

- Promote a safe and healthy work environment and organizational safety culture through prevention of injury initiatives, safe workloads, promotion of safer work practices and healthy workforces, including pilot and demonstration programs
- Prevent and reduce the incidence of injuries (physical and psychological) and occupational diseases
- Evaluate and promote the adoption of leading practices, programs or models
- Identify and develop a provincial framework and systems for implementing these objectives
- Facilitate co-operation between unions and employers on health and safety issues
- Facilitate education and training for effective functioning of local Joint OHS committees
- Share information, data, experience and best practices across the sector
- Improve compliance with Workers Compensation Act, OHS regulation and recommendations
- Implement CSA Z1000-14 Occupational Health and Safety Management and CSA Z1003-13 Psychological Health and Safety.

Whereas the parties acknowledge the need for a coordinated and integrated effort to improve the health and safety of health care workers and renew and rebuild a provincial framework/structure for occupational health and safety in the BC health care sector, built on the following principles:

- Broad stakeholder engagement in governance;
- Collaborative approach;
- Transparency; and
- Evidence-based decision making.

Therefore, the parties agree as follows:

1. APADBA will join the joint provincial working group, within thirty (30) days of ratification, or as soon as reasonable practicable.
2. The working group will meet as frequently as necessary in order to conclude recommendations within the timeframe set by the joint provincial working group.
3. The working group is co-chaired by HEABC and the representative from the Facilities Bargaining Association (FBA) and comprised of one representative from each participating Employee stakeholder group (bargaining association) and three Employer representatives. The working group also includes a representative from Doctors of BC, and other relevant groups as agreed by the participants. The working group operates on a consensus model.

4. The working group is responsible for making recommendations to the stakeholder groups and Leadership Council to establish a provincial framework/structure (the “Provincial Framework”) for Health Care Sector Occupational Health and Safety issues and solutions including consideration of a staff structure. The working group will regularly (monthly) update all stakeholders, prior to the submission of final recommendations, which shall be given due consideration by stakeholders and Leadership Council.
5. The working group will explore opportunities and make recommendations regarding potential sources of ongoing funding for initiatives carried out under this Provincial Framework.
6. HEABC will contribute a sum of \$100,000 per annum to APADBA to be used to advance Occupational Health and Safety improvements. APDABA may use all or part of the funding allocated to it to contribute towards the Provincial Framework/structure/projects, or APADBA may choose to use all or part of this funding, in conjunction with the member Employers and HEABC, to identify and address initiatives specific to APADBA.

**MEMORANDUM OF UNDERSTANDING (NEW) RE: INTRODUCTION OF
SCHEDULED ON-CALL MODEL**

The parties recognize and agree that a deployment model is needed that addresses:

- 24-hour emergency paramedic coverage to improve service delivery and patient care;
- Recruitment and retention of paramedics; and
- Health and safety of paramedics.

Accordingly, the parties have agreed to a new “Scheduled On-Call” (“SOC”) shift type that will address rural and remote needs.

Scheduled On-Call Shifts

1. SOC shifts will include regularly scheduled hours and hours where the employee is required to carry a pager and respond to calls (pager hours).
2. During the term of this MOU, the Employer may introduce SOC to units with total annual responses, including all pre-hospital events and inter-facility transfers of 1,000 or less (day and night volume combined), using 2018 data. The Employer will identify the units that are candidates for implementation of SOC and methodology for determination in Appendix A. SOC will not be utilized in Urban or Metro designated posts.
3. SOC positions will be posted as Regular Part-time positions, identifying the applicable FTE and shift pattern. Full-time and On-call employees may work SOC shifts only in a relief fashion when an incumbent is absent or a position vacancy occurs. Posted positions will be in accordance with Article 1.01(f).

Employees occupying Community Paramedic positions which are being converted to SOC-CP positions will be provided first right of refusal for the new position within their post, with the exception of SOC-CP-Unit Chief positions. Those employees who chose not to accept the new SOC-CP position will be subject to Article 14 provisions.

4. SOC shift pager hours must abut an employee’s regularly scheduled hours of work, either before or after. Assigned pager hours are part of an employee’s regular schedule.
5. Regularly scheduled hours of the SOC shift will be paid at the employees’ appropriate full rate of pay, as defined in Schedule F. Employees’ regularly scheduled hours are considered work and the employees are at the direction of the Employer. SOC shifts will be twenty-four hours (24), with a minimum of eight (8) regularly scheduled consecutive working hours. The Employer will determine which hours of the shift will be designated as regularly scheduled hours and those designated as pager hours.
6. SOC units will not be assigned cross-coverage or non-emergency transfers during an employee’s pager hours.

7. Where an employee receives a callout during their pager hours and consequently works more than sixteen (16) hours in a 24-hour period, that employee will receive a 24-hour rest period without loss of pay.
8. Where an Employee receives a callout during their pager hours that followed a period of regular hours, they must receive a minimum of eight (8) clear hours before the start of their next regular hours, without loss of pay, with an additional allowance for reasonable travel time. Such travel time shall not exceed one (1) hour each way.
9. This MOU in no way restricts an employee's ability to self-identify to their supervisor signs of individual fatigue and related risks to fitness to practice.
10. Where the Employer intends to implement the SOC model at stations with existing full-time employees, those employees may be subject to shift pattern changes subject to article A1.01 (d).
11. The minimum qualification for Regular Part-time SOC postings will be Primary Care Paramedic (PCP). Where the Employer is unable to recruit PCP-qualified applicants for SOC postings, they may consider Emergency Medical Responder (EMR) qualified applicants.
12. SOC positions will be selected in accordance with Article 13.01, 13.02 or 13.03, however, during the initial recruitment process for SOC positions in the SOC model, EMR-qualified applicants will be deemed qualified on postings for non-Community Paramedic positions.

Coverage Pay and Overtime

13. SOC Regularly scheduled hours of work will be paid at the employee's appropriate full rate of pay, as defined in Schedule F, and are considered hours worked.
14. SOC pager pay will be paid in accordance with Article E8.02 and are not considered 'earnings' for the purposes of Article 24.06 or E16.01(a), nor are pager hours considered 'work' pursuant to Article 16.
15. SOC employees working pager hours shall be paid as follows:
 - (a) In accordance with Article E6.01 when dispatched to an event or response.
 - (b) Notwithstanding (a) above, if the combination of the employee's regularly scheduled working shift and the length of any callout(s) exceeds twelve (12) hours, overtime rates in accordance with 16.01 shall be paid for all hours worked in excess of twelve (12) hours in the twenty-four (24) hour period that commenced with the start of the employee's regularly scheduled shift.
16. In addition, Article 16.02 will apply to all hours worked beyond the end of a SOC shift that extends into an employee's off-duty time.

Implementation & Evaluation Committee

17. Within thirty (30) days of ratification, the parties will form an Implementation & Evaluation Committee to discuss and resolve labour relations matters arising from the planned and ongoing implementation of the SOC model.
18. The Implementation & Evaluation Committee will review the terms of reference for the implementation of SOC. This review will include a review of dispatch practices and changes thereto in advance of implementing the SOC model in order to ensure the rural and remote needs are being addressed. When building SOC schedules at these stations, consultation with a sleep specialist may occur to ensure sufficient fatigue mitigation strategies are in place.
19. The Implementation & Evaluation Committee will provide input on the Employer's engagement and communication strategy. The engagement and communications plan will target both internal and external stakeholders throughout all phases of the SOC implementation.
20. The Implementation & Evaluation Committee will review and provide feedback on the principles for introducing SOC at the community level, and will act in a strategic advisory role in the development of community-specific implementation plans and associated risk mitigation strategies.
21. To support the Implementation & Evaluation Committee, the parties may form sub-committees to develop evidence-based recommendations for specific communities. The sub-committees will review the impacts of transitioning those communities to the Scheduled On-Call model, and provide input to implementation plans.
22. Through the sub-committees, the parties will review SOC schedules for those specific communities in order to address concerns regarding risk of fatigue and ensuring coverage.
23. Up to two (2) Union representatives on the Implementation & Evaluation Committee will be provided leave with pay and travel expense coverage, in accordance with the Collective Agreement, for Employer-initiated meetings.

Evaluation

24. Implementation planning will include the development of evaluation criteria for the SOC model. The initial implementation of SOC across a small number of prototype communities will enable evaluation and adjustment of the approach based on lessons learned. Evaluation will continue through subsequent implementation phases.
25. Units that are deemed either eligible or not eligible for SOC, under 2 above, will be reviewed based on twelve (12) month response volume, immediately preceding the review date, to determine continued or new eligibility. A review of each unit will occur at least once every twelve (12) months.

26. In the event a unit is deemed no longer eligible for SOC by the Implementation & Evaluation Committee, the parties will meet to review the options available. Should the parties be unable to reach agreement, the parties may use a mediator. If any employee is laid off, Article 14 applies.

27. SOC will be implemented on a trial basis, as defined in a this Memorandum of Understanding (MOU). If the Implementation & Evaluation Committee determines that the SOC model is not meeting its objectives, as set by the evaluation criteria in paragraph 28, the parties will negotiate a phase-out of this model.

**APPENDIX (NEW) A TO MEMORANDUM OF UNDERSTANDING RE:
INTRODUCTION OF SCHEDULED ON-CALL MODEL**

Candidates for SOC were selected in the following manner:

- AMPDS and transfer responses for each station for 2018
- Stations with one (1) unit and <1000 responses total, or two (2) units and <2000 responses total
- This resulted in 81 qualifying stations

The Employer has also determined that parallel introduction of dispatch practices to ensure SOC units focus on local emergency coverage, adds an additional eleven (11) stations to the candidate list.

The 92 stations above include the following:

Community Paramedic SOC

Pre-hospital SOC

Dispatch Review-Dependent

102 - Alert Bay
104 - Mayne Island
115 - Port Renfrew
117 - Galiano Island
131 - Sayward
132 - Sointula
133 - Tahsis
134 - Ucluelet
135 - Zeballos
155 - Gold River
169 - Cortes Island
170 - Quadra Island
171 - Denman Island
172 - Port Alice
204 - Boston Bar
225 - Bowen Island
226 - Bella Bella
227 - Bella Coola
228 - Texada Island
304 - Seton Portage
308 - Clinton
309 - Anahim Lake
313 - Gold Bridge
319 - Logan Lake

114 - Pender Island
119 - Lake Cowichan
129 - Port McNeill
136 - Tofino
153 - Gabriola Island
219 - Pemberton
233 - Lions Bay
265 - Madeira Park
303 - Ashcroft
306 - Barriere
318 - Lillooet
321 - Lytton
330 - Princeton
333 - Sicamous
335 - Clearwater
336 - Revelstoke
406 - Fernie
413 - Golden
428 - Sparwood
533 - Valemount
753 - Burns Lake
761 - Fort St James
763 - Fraser Lake
767 - Houston

103 - Ganges
151 - Cumberland
173 - Bowser
302 - Armstrong
317 - Keremeos
320 - Lumby
342 - Peachland
408 - Grand Forks
414 - Kimberley
679 - Hazelton
771 - Vanderhoof

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338 - Blue River

353 - Alexis Creek

405 - Elkford

407 - Edgewood

409 - Field

410 - Greenwood

412 - Kaslo

415 - Midway

417 - Fruitvale

419 - Nakusp

422 - New Denver

423 - Riondel

424 - Rossland

426 - Salmo

427 - Winlaw

503 - Bear Lake

525 - McBride

532 - Mackenzie

550 - Wells

643 - Stewart

651 - Port Clements

674 - Kitwanga

681 - Sandspit

687 - Queen Charlotte City

690 - Masset

751 - Atlin

757 - Dease Lake

765 - Granisle

773 - Southside

862 - Hudson's Hope

852 - Chetwynd

858 - Fort Nelson

868 - Tumbler Ridge

Station schedules will be validated through a fatigue assessment tool (FAID Quantum). The station FAID score will be compared to the Alpha FAID score and must score a minimum of 10% lower than an alpha shift pattern.

MEMORANDUM OF UNDERSTANDING (NEW) RE: SUBSTANCE USE DISORDER

The parties recognize that our organization's most important assets are employees, and that alcoholism, drug abuse, physical illness, mental or emotional stress, marital distress, financial problems, family conflict or other challenges may have a profound impact upon the lives of employees and their job performance. These challenges have the potential of being successfully addressed, provided that they are identified in their early stages and an individual effort is made to obtain assistance from an appropriate resource. To address these, the Employer engages an employee assistance provider as a first point of contact for employees requiring assistance with their health and well-being.

The Employer and the Union wish to foster and maintain an approach of assistance towards supporting employees who are experiencing substance use or abuse. Therefore, the parties agree to ensure that the objectives of the Mental Wellness Advisory Group includes the review of intervention programs, initiatives, policies and operating procedure and training relating to Substance Use Disorders (SUD), and to this end, a sub-committee of the Mental Wellness Advisory Group shall be established, and utilized as needed to focus specifically on SUD. The sub-committee will be comprised of six (6) members, three (3) of which will be appointed by the Union.

Further, HEABC will provide to the Employer the amount of \$100,000 in a one-time payment in the first year of the Collective Agreement for the purpose of establishing a fund to support employees who require assistance with the challenges associated with seeking and obtaining treatment for SUD. The fund shall be administered by the Employer's Disability Management team following guidelines as established by the sub-committee of the Mental Wellness Advisory Group.

The preceding guidelines will be established no later than ninety (90) days from the ratification of this agreement.

**MEMORANDUM OF UNDERSTANDING (NEW) RE: TEMPORARY VACANCIES AND
TEMPORARY POSITIONS**

Temporary Vacancies and Positions:

- 1) A temporary vacancy is created by the temporary absence of a regular employee from a continuing position. The Employer will determine whether the absence of an irregularly scheduled employee creates a temporary vacancy.
- 2) A temporary position may be created by the Employer for a limited duration to address a temporary increase in workload or for a specific term, season, project or trial (e.g. grant funded, capital projects, pilot projects, or term specific assignments).
- 3) When a temporary vacancy or position occurs, it will be filled in the following manner:
 - a) Temporary vacancies with a duration of less than twelve (12) months, will be filled by qualified Irregularly Scheduled Employees ("ISE") or through Article E3.06 – Work Allocation – Spareboard and On-Call Shift Coverage.
 - b) The Employer may appoint an employee into a temporary position with a duration of less than six (6) months.
 - c) If a temporary vacancy has a duration of twelve (12) months or greater, or if a temporary position has a duration of six (6) months or greater, the vacancy will be posted for a minimum of fourteen (14) days.
 - d) Where a temporary vacancy or position is being filled under a) or b) above, and is extended to require a posting under c) above, the vacancy or position will be posted providing there is expected to be at least four (4) months remaining at the time of the extension.

Where a temporary position has been extended from its initial duration without posting, it may not be extended further without the Union's agreement unless that position is posted.
 - e) A temporary vacancy or position will be posted for Full-time, Regular Part-time, or On-Call employees to access. Employees applying for a temporary vacancy or position must be available for the term of the vacancy or position.
 - f) Temporary postings for Specialized Practice or Supervisory positions, or newly classified positions, will be selected in accordance with article 13.03, except they may not utilize 13.03(d) or (e) to move into a regular position.

All other temporary postings shall be awarded by seniority to qualified in-post ISE first. Should an ISE not apply or not accept the vacancy, it shall be awarded to a qualified employee in the following order:

- a. Full-time employees in order of seniority;
 - b. Regular Part-time employees in order of earliest date of hire with the Employer;
 - c. Primary Operator On-call employees where the vacancy or position resides in order of earliest date of hire with the Employer; then
 - d. Other On-call employees in order of earliest date of hire with the Employer.
- g) Where the vacancy or position remains unfilled, the work will be allocated pursuant to Article E3.06 – Work Allocation – Spareboard and On-Call Shift Coverage.
- 4) When an employee fills a temporary vacancy, they will assume the shift pattern and hours of the position for the term of the vacancy.
 - 5) A Full-Time employee who successfully bids into a temporary vacancy will maintain their existing seniority and build upon it in accordance with Article 12.01.
 - 6) A Regular Part-time or On-Call employee who fills a temporary vacancy or position will accrue seniority on an hourly basis, for all regular hours worked in the vacancy or position pursuant to Article 12.01(a)(ii).
 - 7) An On-Call employee does not change status when posting into a temporary vacancy or position.
 - 8) Where an incumbent gives notice of the end of their absence, the employee occupying the temporary vacancy will be advised of the timing of their return to their former position.
 - 9) If an employee relocates to fill a temporary vacancy or position, Article 13.06 will not apply and the Employer will not be required to pay the employee's moving expenses.
 - 10) Any temporary position that exceeds twenty-four (24) months will be posted as a regular position pursuant to Article 13 and the applicable selection process will apply.
 - 11) Employees in temporary positions or vacancies will be provided with a minimum of fourteen (14) days' notice of any projected change to the end date of their temporary position or vacancy. Employees in temporary positions or vacancies will not have access to recall and lay-off rights pursuant to Article 14 with respect to the temporary position or vacancy. In the case of an On-call employee, notice shall be given prior to the 15th of the month prior to when the temporary position or vacancy will end.

- 12) At the conclusion of the temporary vacancy or position, the employee occupying the temporary vacancy or position will return to their former position. On-call employees returning to their previous post will maintain their date of hire.

This agreement is subject to renewal in the next round of collective bargaining.

**MEMORANDUM OF UNDERSTANDING (NEW) RE: OFFICE OF
EXPEDITED ARBITRATION**

WHEREAS: The parties have a common interest in exploring a redesigned grievance and arbitration system to resolve grievances in a timely manner, explore litigation efficiencies and the best practices for good labour relations and dispute resolution.

THEREFORE THE PARTIES AGREE:

1. A committee will be established to explore the possibility of creating an Office of Expedited Arbitration ("OEA") to assist the parties in more efficient and timely grievance resolution.
2. The Committee will be comprised of no more than three (3) representatives selected by HEABC/PHSA/BCEHS and no more than three (3) representatives selected by the APADBA.
3. The Committee will endeavour to make detailed recommendations for an expedited grievance arbitration system. In its review the committee will examine the BC Health Care Office of Arbitration ("BCHOA") including how adopting BCHOA-like procedures would affect other arbitration processes set out in Articles 9 and 10. The committee will also review the current processes outlined in Article 10 of the Collective Agreement, and past Agreements for expedited grievance resolve to inform the process.
4. The Committee will meet within 90 days of ratification of the Collective Agreement and will continue to meet on a regular basis to provide a report back to their respective principals within six (6) months of the ratification. The report will identify any joint recommendations of the committee and any areas where the Committee did not reach consensus.
5. The Committee's recommendations will only be implemented by mutual agreement of the parties.
6. The parties agree this may result in a mid-contract modification.

MEMORANDUM OF UNDERSTANDING (NEW) RE: ORIENTATION TO PRACTICE

This Memorandum of Understanding (MOU) shall be in effect immediately following ratification of the parties and shall remain in force until either party serves notice to cancel during a period of Collective Bargaining, where this MOU will be nullified upon ratification of the parties of a new Collective Agreement.

Upon initial appointment to a position subject to Article 11.08 or 11.09, employees shall receive a defined orientation to practice, as appropriate to the position. This process will be utilized for the advanced care paramedic classification, and any other classification for which the Employer chooses.

During the orientation to practice, the employee will be provided with feedback as necessary to clearly understand the expectations of the role and the extent to which expectations are being met, to best set up the employee for success.

All meetings that may result, or the employee believes may result in a change in an employee's standing with the Employer, including the extension of probation, shall be conducted in accordance with Articles 11.04 and 11.05.

SCHEDULE A

New Collective Agreement Language

A1.00 Wages and Shifts

A1.01 Shifts

(i) Irregularly Scheduled Employees

- (a) Irregularly Scheduled Employees (ISE) are employees who provide relief for predictable and unpredictable work vacancies. Such shifts are scheduled on an equitable basis. Employees are hired for a post.
- (b) ISEs will be paid a salary in accordance with the shift patterns defined in aArticles A1.01(e)(i) or A1.01(f)(ii).
- (c) Within ninety (90) days of ratification, the Employer will designate scheduling groups within a post, containing up to ten (10) stations. ISEs will be assigned a primary station within their scheduling group. All other stations within their scheduling group will be considered the ISEs secondary stations. ISEs will only be scheduled for shifts within their scheduling group, at either their primary or secondary stations. ISE's will not be restricted from accepting recall shifts outside of their scheduling group. ISEs may move between scheduling groups in a post, through the Post Shuffle Process.
- (d) For posts with four (4) or more ISEs, at a given license level, those ISEs will have the schedule of the assigned platoon.
- (e) For posts with less than four (4) ISEs, the ISEs are assigned to a platoon for administrative purposes, but deemed to be scheduled as Alpha shift pattern defined under schedule A1.01(e) or A1.01(f).
- (f) Where an ISE is filling an employee's shift that is less than twelve (12) hours, the ISE shall return to the station and report to a supervisor for assignment of other duties for the balance of their deemed twelve (12) hours.
- (g) All ISEs are required to provide their designated scheduler or the designated Scheduling Office with a telephone number or numbers for the purposes of contact for work allocation. Such telephone number(s) must have the ability for a message to be left. Employees must ensure that their contact numbers remain current with the scheduler or Scheduling Office.
- (h) Without creating any obligation for a specific number of ISEs, it is the intent of the Employer to maximize the number of ISEs in the Post with consideration for the historical, current and projected need for full-time shift coverage.

- (i) ISEs will normally be scheduled into shift vacancies that fall within a “work block”. “Work Block” means those hours of work within a 96 consecutive hour period, commencing with a day shift.

For ISEs, the following scheduling parameters will apply:

- Four (4) shifts must be followed by a minimum of two (2) days off. Employees can then be scheduled for four (4) shifts again, but this block must be followed by four (4) days off
 - Six (6) shifts in a row must be followed by four days clear.
- (j) ISEs will be provided a six (6) month schedule at least seven (7) days prior to the commencement of the schedule.
- (k) In the event an ISE is not assigned sufficient work in (j) above, the balance of the ISE’s schedule will be filled with unpredictable vacancies. To ensure 100% utilization, ISEs not assigned sufficient hours for a work cycle will be scheduled to report to their primary station and to a supervisor and will be assigned a shift and/or duties at their primary or secondary stations.
- (l) ISEs not already assigned to work will be offered additional available work before other employees.
- (m) ISEs who are assigned work on another platoon, will be provided at least forty eight (48) hours’ notice of the scheduling change.
- (n) If the Employer fails to provide an ISE with at least 48 hours advance notice of a scheduling change, the Employer will pay the affected employee a premium of one and one-half (1.5) times their hourly rate of pay for all worked hours that fall inside of the required 48 hour notice period with a one (1) hour minimum. A scheduling change is any change in work date, work start time or work end time. ISE’s will be notified by telephone of changes to assigned shifts or schedule.
- (o) For the purpose of annual vacation entitlements and selection under Article 19, the paramedic ISE shall be deemed to be working Alpha blocks in accordance with Article A1.01(e)(i) for their vacation. The dispatch ISE shall be deemed to be working Alpha blocks in accordance with Article A1.01(f)(ii) for their vacation.

Revised Collective Agreement Language

AI.02 Wages

- ~~(a) Effective April 1, 2017, the Employer agrees to the implementation of the Universal Hourly Wage Rates (UHR), and the elimination of wage factoring for all defined shift patterns. The parties agree to all necessary consequential amendments to the appendix, including the deletion of all references to factoring and the hourly rate of pay for the shift pattern involved.~~

~~Wage rates are outlined in the wage grids listed in Schedule F of this agreement.~~

~~**Refer to LOA #66 Universal Hourly Rate Implementation~~

~~The Universal Hourly Wage rates listed in Schedule F are subject to increases, as detailed in (c) below.~~

- ~~(b) Service pay amounts are defined in Schedule F.~~
- ~~(c) The parties agree that employees acting in a supervisory capacity shall receive a pro-rated amount of supervisory rates, for the hours spent in that capacity.~~

- (a) Wage rates for all employees covered by this Agreement will increase starting the first pay period after the following dates and at the respective rates:

- April 1, 2019 – 2.0%
- April 1, 2020 – 2.0%
- April 1, 2021 – 2.0%

- ~~April 1, 2015 – 1.0%~~
- ~~February 1, 2016 – Economic Stability Dividend~~
- ~~April 1, 2016 – 0.5%~~
- ~~February 1, 2017 – 1.0% + Economic Stability Dividend~~
- ~~April 1, 2017 – 0.5%~~
- ~~February 1, 2018 – 1.0% + Economic Stability Dividend~~
- ~~April 1, 2018 – 0.5%~~
- ~~February 1, 2019 – 1.0% + Economic Stability Dividend~~

~~** The Economic Stability Dividend is further defined in LOA #26.~~

- (b) Service pay amounts are defined in Schedule F.
- (c) The parties agree that employees acting in a supervisory capacity shall receive a pro-rated amount of supervisory rates, for the hours spent in that capacity.

Revised Collective Agreement Language

AI.03 Advancement Through Wage Grids

- (a) The 10, 15, 20 and 25 year wage increments will be based on completing one year of work calculated from an employee's part time adjusted date of hire.
- (b) All positions other than those set out in (c) below ~~Driver, EMR, PC/PCPIV and Supervisor/RTO/QI positions ("Basic Life Support Position")~~ will progress through the base, 1, 2, and 3 year steps of the wage grid based on completing one year of work, calculated as per items ~~4, 5, and 6~~ (d), (e), and (f) below, in any of these classification levels.
- (c) ACP/CCP and ITT and their related positions ("Advanced Life Support") as well as ~~Dispatch and their related positions~~ EMCT and EMD ("Dispatch Position") will continue to progress through the base, 1, 2 and 3 year increments of the wage grid based on completing one year of work, calculated as per items ~~4, 5, and 6~~ (d), (e), and (f) below, in the applicable license level and/or classification level (i.e. one year of license-level experience.) A move to or between ~~within~~ these categories classifications will result in a resetting of experience pay to the base level.
- (d) For the purposes of moving through the increments of the wage grid, "one year of work" for full-time employees is when the employee completes one anniversary year as a Full-Time employee per Article 22.04, subject to the leave provisions of the collective agreement.
- (e) For the purposes of moving through the increments of the wage grid, "one year of work" for On-Call employees is based on completing an anniversary year of employment and completing at least 1950 hours per year. A maximum of 178 ~~(revised June 2, 2017)~~ hours per month and 1950 hours annually may be counted toward this calculation. If the on-call employee does not complete the required hours by their anniversary date, the on-call employee will be credited the year of service on the pay period immediately following the date on which they completed their 1950 hours. The calculation of the employee's next 1950 hours and anniversary year of employment will then begin from the date upon which s/he met the 1950 hour threshold.
- (f) For the purposes of moving through the increments of the wage grid, "one year of work" for Job Share and Regular Part Time ("RPT") employees shall be calculated by combining RPT and On-Call hours to a maximum of 178 ~~(revised June 2, 2017)~~ per month and 1950 per year.
- (g) When an On-call or Regular Part-time employee successfully bids to Full-time status, they will be credited for their current year within the wage grid in the following manner:
 - i. If on their Full-time start date, the employee had accumulated 975 hours or more towards the "one year of work" since their last wage increase, then they will be credited with the full one year of work.
 - ii. If on their Full-time start date the employee had accumulated 974 hours or less towards the "one year of work" since their last wage increase, then they will receive their next full one year of work after one full year of full-time work.

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- (h) ~~“Hours” for the purposes of items 5 and 6 (f) and (g) above, includes all hours spent on-call and hours worked by an employee on regular, standby, on-call, and spareboard shifts, as well as performing administrative work. and employer-paid training. Subject to the leave provisions of the Collective Agreement, credit for “hours”, based on an average of the previous twelve (12) months worked, will be given to employees on maternity, parental, adoption and military leave, as well as, employees who are absent for educational purposes under Article 21.24 or leave granted under Article E2.03. There will be no double-counting of hours.~~

~~RPT and On-Call employees who move to Full-Time positions in the same license level shall remain on the same increment of the wage grid and progress through the wage grid based on items 2 and 3, above, and their Full-Time date of hire.~~

- (i) Employees who change employee status (On-call to Regular Part-time or to Full-time, or vice versa) will not have their placement in the wage grid adjusted as a result of the change in status, unless there is a change in classification as contemplated in (c) above.

- (j) Employees moving to a higher license level will continue to accumulate “years of work” for the purpose of the 10, 15, 20 and 25 year wage increments, and, for the purposes of the base, 1, 2 and 3 year increments will either:

- i. Remain in their increment of the wage grid if they are moving to a ~~Basic Life Support Position~~ referenced in (b) above; or
- ii. Return to the base increment of the wage grid in accordance with their license level experience if they are moving to an ~~Advanced Life Support Position or a Dispatch Position~~ position referenced in (c) above.

Employees who earn experience at a given license level will be deemed to have gained experience at all lower license levels.

- (k) The placement of an employee moving between dispatch and paramedic or vice versa shall be dependent on service and license level as set out in paragraphs ~~8 and 9~~ (i) and (j) above, as applicable.

- ~~(l) The parties agree that Article 12.03(c) of the Collective Agreement is of no force and effect.~~

- ~~(m) Existing On-Call employees as of April 7, 2017 will be placed on the wage grid based on their adjusted part time date of hire on that date.~~

- ~~(n) Once placed on the grid as per item 12, above, existing On-Call employees will progress through the wage grid based on the calculations in item 5, above, effective April 7, 2017. As stated below, this will be implemented by October 1, 2017.~~

- ~~(o) Existing Full-Time employees as of April 7, 2017 will be placed on the wage grid based on their adjusted part time date of hire on that date, effective the first pay period after April 1, 2018.~~

- (p) An employee who retires, and is hired back, will be placed at the 3 year rate within their classification.
- ~~(q) The Employer will implement this payment system by October 1, 2017.~~
- (r) The accounting of hours and service will only be used for the purposes of placing employees on the pay grid.
- ~~(s) The Parties agree that Arbitrator Christopher Sullivan will be seized of this dispute for the purposes of resolving any disagreement between the parties arising out of the implementation or interpretation of this Agreement, which cannot be resolved by the Parties.~~
- (t) The Employer will endeavour to provide a reasonable mechanism for employees to have access their accumulation of hours.

** This proposal incorporates LOA #66 – UHR Implementation into the Collective Agreement.*

** Per LOA #66, ‘experience pay’ has been eliminated in the ‘Basic Life Support’ positions, so the UHR grids will be updated to remove those possible wage values.*

Revised Collective Agreement Language

A2.00 Dispatchers

A2.01 Classification

- (a) ~~There will be four classes of Dispatcher Classifications:~~
- i. Probationary
 - (a) New employees subject to probation as set out in this Agreement.
 - (b) Upon completion of training, Emergency Medical Call-takers and Emergency Medical Dispatchers will be subject to a six (6) month probationary period during which time they may be reclassified to their previous classification/status crew status if adjudged unsatisfactory.
 - ii. Emergency Medical Call-taker - Probationary Emergency Medical Call-takers who complete their probation satisfactorily will be classified as Emergency Medical Call-taker. Selection for this classification will be in accordance with Article 13.04.
 - iii. Emergency Medical Dispatcher - Probationary Emergency Medical Dispatchers who complete their probation satisfactorily will be classified as Emergency Medical Dispatcher. Selection for this classification will be in accordance with Article 13.04.
 - ~~iv. Dispatcher 3—In those centres that employ more than one Employer Dispatcher on any shift, the most senior Dispatcher on the shift will be classified as a Dispatcher 3 for the duration of the shift, excepting where a Charge Dispatcher is on duty in that Dispatch Centre.~~
 - v. Dispatch Supervision—~~For each position at a centre that is staffed on a 24 hour basis by Employer Dispatchers there shall be one Dispatcher designated as a Charge Dispatcher or Dispatch Supervisor and where more than one dispatch position is staffed on a 24 hour basis, it is agreed that Charge Dispatchers or Dispatch Supervisors will not work the same positions in the shift cycles. The Vancouver Dispatch Centre shall not have less than five Dispatch Supervisors.~~

In Dispatch Centres outside of Vancouver, there shall be at least one Emergency Medical Charge Dispatcher. Vancouver Dispatch Operations Centre shall not have less than one (1) Emergency Medical Dispatch Supervisor and one (1) Emergency Medical Charge Dispatcher per team.
 - ~~vi. Charge Dispatcher—For each dispatch position at a centre that is staffed on a 24 hour basis by Employer Dispatchers there shall be one Dispatcher designated as a Charge Dispatcher and where more than one dispatch position is staffed on a 24 hour basis, it is~~

~~agreed that Charge Dispatchers will not work the same positions in the shift cycles.
Region 2 shall not have less than five (5) Charge Dispatchers.~~

** This proposal deletes LOA #21 – Dispatch Supervision*

** This proposal deletes LOA #23 – Duty Supervisor*

SCHEDULE B – PENSIONS

Revised Collective Agreement Language

It is agreed by the parties that the partial integration and standardization of the several diverse pension programs previously in effect will occur as follows:

- (a) Persons covered by this Agreement and employed after January 1, 1976 will automatically be enrolled in the ~~Public Sector Pension Plans Act~~ Public Service Pension Plan.
- (b) Present employees employed by the Employer prior to January 1, 1976 may elect to:
 - (i) be enrolled in the ~~Public Sector Pension Plans Act~~ Public Service Pension Plan; or
 - (ii) may enroll in the Ambulance Employees' Union Pension Trust Plan, and such options, once exercised, shall be irrevocable and their enrolment in any other registered or unregistered pension or retirement trust plans will be terminated, excepting only that those several individuals who were enrolled in the Ambulance Employees' Union Pension Trust Plan prior to March 31, 1966, and who, by the previous conditions of that Trust were entitled to a matching employer contribution of ten per cent (10%), may continue to be eligible for a ten per cent (10%) matching contribution by the Employer which they may elect to have disbursed by enrolling in the ~~Public Sector Pension Plans Act~~ Public Service Pension Plan and the Employer will make matching contributions to this plan, with the remaining balance of the Employer's ten per cent (10%) contribution being paid to the Ambulance Employees' Union Pension Trust Plan or, alternatively, such person may elect to assign their total deduction to the Ambulance Employees' Union Pension Trust with the Employer paying its total matching contribution to the Trust, and it is agreed that these options will also be irrevocable once exercised.
- (c) Full-time, and Regular Part-time employees enrolled in the Public Service Pension Plan will be eligible for the Special Early Retirement Benefit pursuant to the Plan Rules.

SCHEDULE D – PRACTICE EDUCATORS

Revised Collective Agreement Language

Remove LOA #52 from the Collective Agreement list, remains active as separate Section 54 Adjustment Plan.

SCHEDULE D - REGIONAL QUALITY IMPROVEMENT COORDINATORS PRACTICE EDUCATORS

D1.00 Preamble

The following terms and conditions will apply to ~~regional quality improvement coordinators~~ practice educators. Except as otherwise stated below, the terms of the Agreement shall apply.

D2.00 Hours of Work

- (a) Hours of work will be scheduled in accordance with a shift pattern outlined in Schedule A1.01(e) or A1.01(f), interrupted only by the meal period as provided in (b) below. Employees shall receive two (2) paid rest breaks of fifteen (15) minutes each in duration per shift.
- (b) Meal periods shall be scheduled as close as possible to the middle of the scheduled hours of work. The length of the meal period shall be agreed to at the local level and shall not be less than thirty (30) minutes nor more than sixty (60) minutes.
- (c) Employees shall not be required to work statutory holidays ~~which are scheduled work days~~ and Clause 18.01(c) will apply.

D3.00 Selection Process

Positions will be filled utilizing the process described in Clause 13.03**(b)**.

SCHEDULE E – ON-CALL EMPLOYEES

Revised Collective Agreement Language

E3.00 Qualifications, Training and Staffing

E3.01 On-Call Hiring and Availability

- (a) Employees hired subsequent to May 1, 2001 shall be subject to the following:
- (i) Pursuant to Schedule E3.06, employees shall make themselves available for a minimum of eight shifts, in their primary operator, each calendar month.
 - (ii) Where an employee does not meet the availability requirements in (i) above, in any month, the employee's date of hire will be moved forward one calendar month.
 - (iii) Employees who are unable to meet the monthly shift ~~availability~~ availability requirements of (i) above due to illness, injury, parental leave or maternity leave, or participating in a Primary Care Paramedic (PCP) or Advanced Care Paramedic (ACP) program from an approved training institution, shall not have their date of hire adjusted, as contemplated in (ii) above.
- (b) Employees hired prior to May 1, 2001 shall not have their date of hire adjusted pursuant to (a) above.
- (c) The Employer shall maintain two lists, one each for (a) and (b) above.

**This proposal deletes LOA #61.*

**Consequential Amendment to Article E4.01*

E4.00 Resignation, Employment Obligation and Probation

E4.01 Deemed Resignation

Subject to Schedule E2.03 and E3.01, On-call employees who do not make themselves available for work for three (3) consecutive months or where work is available, who do not work a minimum of three shifts over any three consecutive month period shall be deemed to have resigned from employment.

Revised Collective Agreement Language

E3.05 Pay and Paramedic Training Expenses

- (a) On-call employees will be paid their regular hourly rate for the time the employee is scheduled in Employer-approved training. to be precepted, attending in-hospital training, or being examined during Paramedic certification.
- ~~(b)~~ ~~On-call employees will be paid their regular hourly rate while attending scheduled training sessions related to relicensing courses.~~
- ~~(e)~~(b) On-call employees attending such training Paramedic certification and relicensing courses referred to in (a) ~~and (b)~~ above, shall be entitled to meal and mileage allowances in accordance with Clauses 22.09 and 22.10 if their normal work station and residence is outside a thirty-two (32) km radius of the address where the course is held, shall be on travel status (unless meals are provided, in which case the allowance will be reduced by the amounts outlined in Article 22.10 for meals provided). Employees within 32km radius of the address where the course is being held will be provided lunch or appropriate meal in lieu. Where the employee's normal work station and residence is outside a one-hundred (100) km radius of the address where the course is being held, such employee will be entitled to accommodation in accordance with Provincial Government Regulations.
- ~~(d)~~(c) Employees in supervisory positions who have not completed the appropriate supervisory course will be provided such training course at their regular hourly rate for all hours attending such a course.
- ~~(e)~~(d) On-call employees will be paid their regular hourly rate while attending sessions related to dispatch certification.

* This proposal deletes LOA #62 – Training Meal Allowance

Revised Collective Agreement Language

E3.07 Work Allocation – Short Notice Bookoff

Where a shift becomes vacant after the established availability date it will be scheduled in the following manner:

- (a) When the shift schedule for the post is complete, it is the responsibility of employees to ensure their availability for short notice bookoffs is current and accurate.
- (b) Short notice spareboard bookoff shifts will be offered through rotation to available and qualified On-call and Regular Part-time employees, if the shift will not result in overtime for the Employer, as such shifts become available.

- (c) Short notice on-call shift coverage bookoff will be offered through rotation to the available and qualified senior employee as such shifts become available.
- (d)
 - (i) Where telephone communication is used to schedule short notice bookoff shifts, two (2) attempts, at least five (5) minutes apart, will be made to contact the ~~On-call~~ employee.
 - (ii) ~~Where a pager is used~~ the employee has opted to receive email or text messages as offers of shifts, a single attempt will be made and the ~~On-call~~ employee must respond to the Employer within five (5) minutes of the page email or text message. If the employee does not ~~return the call~~ respond to the Employer within five (5) minutes, the Employer will proceed as if they were unable to make contact with employee.

Revised Collective Agreement Language

E8.00 Wages

On-call employee wages are in accordance with Schedule F.

E8.01 ~~Universal Hourly Rate Classification Changes~~

- ~~(a) The Universal Hourly Wage Rates (UHR) for On-call employees set out in Schedule F shall be phased in with fifty per cent (50%) of the necessary adjustment effective the first pay period after April 1, 2017 and the balance effective the first pay period after April 1, 2018.~~
- ~~(b) Unit Chief On Call Allowance An On-call employee designated to act as unit chief for less than one month will earn a pro-rated portion of the monthly allowance set out in Schedule F.~~
~~————<moved to Schedule F>~~
- ~~(c) Classification Changes~~

Employees moving from one classification to another will receive the rate of pay (increment level) which is closest to and higher than the wage rate they were receiving.

Revised Collective Agreement Language

E16.00 Benefits

E16.01 Benefits

- (a) On-call employees shall receive seventeen per cent (17%) over and above earnings, not including shift premiums, in lieu of all benefits including vacation.

- (b) On-call employees will be covered by the benefits outlined in (i) below, after having achieved worked six (6) years service as an On-call employee and worked ninety-six (96) shifts seventy-eight hundred (7800) hours of spareboard or on call coverage in the previous accrual period (one year) since June 21, 2013 and have worked 1152 hours in the previous twelve (12) months. accrual period. Employee worked hours will be calculated following each bi-weekly pay period for benefit eligibility with benefits effective the following calendar month.
- (i) The benefits are the same benefits as provided to Full-time employees as follows:
1. Life Insurance
 2. Accidental Death and Dismemberment
 3. Dental
 4. Extended Health
 5. MSP
- (ii) On-call employees entitled to the foregoing will not receive the payment outlined in E16.01(a), but shall receive six per cent (6%) in lieu of vacation.
- (iii) This benefit plan is mandatory for On-call employees who qualify pursuant to E16.01(b).
- (c) In order to maintain coverage after achieving the threshold in (b) above, an On-call employee must have worked a minimum of 1152 hours of spareboard or on call coverage annually.
- ~~(c)~~(d) On-call employees who have not qualified for benefits pursuant to E16.01(b) above shall be covered by twenty thousand dollars (\$20,000) occupational accidental death and dismemberment insurance.
- ~~(d)~~(e) On-call employees who qualify for benefits pursuant to Schedule E16.01(b) above, and who are on WCB and fail to qualify for benefits in a subsequent year, may purchase the benefit package month by month. Upon return to work, the employee will automatically qualify for benefits for the following year.

Revised Collective Agreement Language

E20.00 Critical Incident Stress

E20.01

- (a) In cases of a critical incident if the employee determines that they are unable to complete the remainder of their shift as a result of the impact of the incident, they will inform their on-shift manager/supervisor and will be granted leave for the remainder of their shift, without penalty or loss of pay.

~~In the event an employee has experienced a critical incident while on duty, the employee may at the unit chief's discretion be released from duty, for the balance of the shift, with pay.~~

- (b) The Employer will provide critical incident stress debriefing/ defusing to employees as required.
- (c) Employees attending critical incident stress debriefing/defusing sessions shall be paid at their regular rate of pay paramedic or dispatch wage rates for the duration of the sessions. Such wage payment shall be for a minimum of four (4) hours pay per session.
- (d) Following a critical incident, if the employee determines that they require a break period, a minimum of one (1) hour of out-of-service time will be guaranteed following completion of the call and/or clearing of the hospital without penalty or loss of pay.

SCHEDULE F – WAGE GRIDS

Revised Collective Agreement Language

F1.00 Service Pay

Un-changed

F2.00 Employee Wages

Replace all occurrences in the wage grids of “Regional Training Officer”, “Dispatch Quality Improvement Coordinator” and “Quality Improvement Coordinator” with “Practice Educator”.

Schedule F continues un-changed.

Revised Collective Agreement Language

F3.00 Standby (Fox) Stipend Shift Pay

<u>Effective First Pay Period after April 1, 2018 (0.5% General Wage Increase)</u>	+2.12
<u>Effective the first pay period after ratification, the rate of pay for employees working a standby (Fox) shift will be equivalent to the minimum wage as set out in the <i>Employment Standards Act</i> or regulations, while such employees are at work and ready to respond to ambulance responses or other duties assigned by the Employer. Any increase to the minimum wage as set out in the <i>Employment Standards Act</i> or regulations shall be applied herein with the same effective date. The <u>Standby Stipend is not subject to General Wage Increases.</u></u>	

Revised Collective Agreement Language

F5.00 On-Call Unit Chief Allowance (On-Call Only) Pay

~~Effective the first pay period after April 1, 2017, the On-Call Unit Chief Allowance will continue at 50% of the monthly allowance value in addition to the 50% UHR Unit Chief Rate of pay for their appropriate qualification, classification, service and experience.~~

Effective the first pay period after April 1, 2018, the On-Call Unit Chief Allowance will be replaced 100% by the Unit Chief ~~UHR~~ pay based on qualification, classification, service and experience in Schedule F.

F6.00 Acting Unit Chief Allowance Pay (On-Call Only)

An On-call employee designated to act as Unit Chief for less than one (1) month will continue to earn a pro-rated portion of the monthly allowance ~~set out at E8.01 (b)~~.

Effective First Pay Period after ~~April 1, 2018 (0.5% General Wage Increase)~~

<insert grids>

F7.00 Dispatch 3 (On-Call Only)

~~While working as a Dispatcher 3 an On-call employee will receive a differential over and above their regular hourly rate as follows:~~

Effective First Pay Period after April 1, 2018	0.51
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F7.00 Shift Premiums

Commencing the first pay period after April 1, 2020, an Employee shall be paid a night shift premium of \$1.50 per hour for all hours worked between 23h00 and 05h00.

In addition to the night shift premium in (a) above, commencing the first pay period in April 2020, an Employee shall be paid a weekend night shift premium of \$1.50 per hour, for a total shift premium of \$3.00 per hour, for all hours worked between 23h00 Thursday and 05h00 Friday, between 23h00 Friday and 05h00 Saturday, and between 23h00 Saturday and 05h00 Sunday.

Employees working either call out or standby shifts will attract the above premiums on all hours paid at their full rate of pay during the hours referenced above.

Commencing the first pay period after April 1, 2021, employees working an Alpha Paramedic shift shall be paid \$3.60 per hour for all hours worked between 18h00 and 06h00.

Revised Collective Agreement Language

Move article E8.02 to F8.00

F8.00 On-Call Shift Coverage Pay

- (a) ~~On-call~~ Employees scheduled to be on-call shall receive two dollars (\$2.00) per hour, for each scheduled hour on-call.

- (b) ~~In the event an employee is called out pursuant to E6.01 while on call pursuant to (a) above, on-call shift coverage pay is not payable for the shift.~~
- (~~e~~)(b) On-call shift coverage pay is not considered 'earnings' as described in E16.01(a) nor considered 'work' pursuant to Schedule E7.01.

** This proposal deletes LOA #45 – Pager Pay Claw Back*

SCHEDULE G (NEW) – ON-CALL EMERGENCY MEDICAL RESPONDER

New Collective Agreement Language

The minimum qualification for emergency paramedic positions is Primary Care Paramedic (PCP).

In the event there are insufficient qualified applicants for an emergency paramedic position, the following shall apply:

- a) Employees licensed to the EMR level, will be considered ‘qualified’ for the purpose of scheduling within Rural and Remote designated posts.
- b) Employees licensed to the EMR level, will be considered ‘unqualified’ for the purpose of scheduling within Urban and Metro designated posts.
- c) Selection of EMR applicants will be:
 - i. EMR-qualified internal applicants who reside within the normal post response area.
 - ii. EMR-qualified external applicants who reside within the normal post response area.
 - iii. Other EMR-qualified internal applicants.
 - iv. Other external applicants.
- d) EMR employees may lateral transfer into and /or between Remote and Rural posts as an unqualified applicant.

***This proposal deletes LOA #15 – Deemed Qualified.**

LETTER RE: JOB DESCRIPTIONS

March 4, 2019

Via Email: cameron.eby@apbc.ca

Mr. Cameron Eby
Lead Negotiator
APADBA
CUPE Local 873
105 – 21900 Westminster Highway
Richmond, BC V6V 0A8

Dear Mr. Eby:

Re: Job Descriptions

The parties recognize the need to have clarity in the classification system and the obligation to maintain job descriptions. Accordingly:

1. The parties agree that each classification listed on the wage schedule will have a job description.
2. All current job descriptions will be reviewed by the Employer's Compensation and Classification department and sent to the Union within sixty (60) days of ratification.
3. Should additional job descriptions be required, the Employer will develop them according to Article 23 of the collective agreement.
4. The Employer will develop a standard template to be used for all job descriptions.

Yours truly,



Carmen Hamilton
Strategic Negotiations Lead
Direct: 604-714-2258
Email: carmenh@heabc.bc.ca

cc: Judy Doyle, PHSA

LETTER RE: OUSTANDING DISPUTES

July 19, 2019

Hand Delivered

Mr. Cameron Eby
Ambulance Paramedics and Ambulance Dispatchers Bargaining Association
105 – 21900 Westminster Hwy
Richmond, BC V6V 0A8

Dear Mr. Eby:

Re: Outstanding Disputes

As part of the 2019 Collective Agreement between APADBA and HEABC the parties agreed to amendments to the Alpha shift schedule from 2184 to 2080 hours per year in order to conform with the *Employment Standards Act*. During Collective Bargaining the union identified that paramedic crews who are on day-only Alpha schedule would not be not fully remedied through other changes in the Collective Agreement.

Therefore, the parties have agreed that when the transition of the Alpha shift schedule to 2080 hours occurs, all paramedics who work a day-only Alpha shift pattern will be wage-protected and receive all negotiated wage increases (blue circled) until such a time that they do not occupy an Alpha day-only shift pattern.

Yours truly,



Carmen Hamilton
Strategic Negotiations Lead
Direct: 604-714-2258
Email: carmenh@heabc.bc.ca

cc: Judy Doyle, Executive Director of LR, Health & Safety, PHSA