

SETTLEMENT AGREEMENT

BETWEEN:

BRITISH COLUMBIA EMERGENCY HEALTH SERVICES

(the "Employer")

AND:

AMBULANCE PARAMEDICS OF BRITISH COLUMBIA, CUPE LOCAL 873

(the "Union")

(Collectively the "Parties")

(Policy Grievance # 21040019 - Alpha Shift Premium)

WHEREAS:

- A. Schedule F7.00(d) of the APADBA Collective Agreement (the "Collective Agreement") provides that commencing the first pay period after April 1, 2021 employees working an Alpha Paramedic shift will be paid \$3.60 per hour for all hours worked between 18h00 and 06h00 (the "Alpha Shift Premium").
- B. Schedule A1.01(i)(vi) provides that irregularly scheduled employees ("ISEs") who are filling shifts that are shorter than twelve (12) hours are to be assigned other duties for the balance of their deemed twelve (12) hours (the "Extended Shifts").
- C. The Union filed policy grievance #21040019 (the "Grievance") alleging that the Employer breached the Collective Agreement by failing to pay ISEs the Alpha Shift Premium during Extended Shifts.

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D. The Parties wish to resolve the Grievance.

NOW THEREFORE the Parties agree as follows:

1. The Employer will pay ISEs the Alpha Shift Premium for all hours worked between 18h00 and 06h00 during Extended Shifts on a going-forward basis and retroactively to the pay period commencing on June 25, 2021.
2. The Employer will also pay the Alpha Shift Premium for all hours worked between 18h00 and 06h00 during the following types of 12-hour shifts on a going-forward basis and retroactively to the pay period commencing on June 25, 2021:
 - (a) Critical Care Paramedic/Infant Transport Team training shifts;
 - (b) Orientation to practice shifts for Advanced Care Paramedics;
 - (c) Orientation to practice shifts for Paramedic Specialist positions;
 - (d) Critical Care Paramedic Advisor shifts;
 - (e) X-Ray transfer shifts;
 - (f) Shifts in a temporary position or vacancy that works the Alpha Shift Pattern as defined in Schedule A1.01(e)(i);
 - (g) Shifts while acting as a preceptor; and
 - (h) Other shifts that the Parties mutually agree are entitled to the Alpha Shift Premium.
3. The Parties will meet by the end of February 2022 to develop a mutually agreeable process and timeline for the payment of Alpha Shift Premiums under sections 1 and 2 above. If the Parties are unable to agree, the matter will be referred to Corinn Bell for determination on an expedited basis.
4. The Parties agree that this Agreement is without prejudice except for its ongoing effects with respect to the application of the Alpha Shift Premium to Extended Shifts worked by ISEs and to shifts worked by employees in positions listed in paragraph 2 above.
5. The Parties agree that Corinn Bell or Vince Ready will be seized of any issues with respect to the interpretation, application, or alleged violation of this Agreement until December 31, 2025. Thereafter, the Parties will raise any issues through the ordinary grievance and arbitration processes within the Collective Agreement.

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6. This Agreement constitutes full and final resolution of the Grievance, and the Union hereby withdraws the Grievance.

IN WITNESS THEREOF the Parties have entered into this Agreement.


Dated this ____ day of January, 2022 in the City of Vancouver in the province of British Columbia.

BC Emergency Health Services

Per:  _____
Authorized Signatory of the Employer Signature

Paul Vallely
Name (Please Print)

Ambulance Paramedics of BC, CUPE Local 873

Per:  _____
Authorized Signatory of the Union Signature

Jason Jackson
Name (Please Print)