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## **Summary of Changes MOU – Resolution of Specific Issues in the BCEHS/CUPE 873 Addendum February 17, 2017**

The following is a summary of the changes awarded in the binding interest arbitration between the Facilities Bargaining Association (FBA) and the Health Employers Association of BC (HEABC.)

In accordance with the 2014 Memorandum of Understanding, the parties met to further discuss three outstanding issues:

1. Schedule A1.01 – Shifts and Related Provisions (Page 2)
2. Introduction of Regular Part-time Employees (Page 7)
3. Unit Chiefs (Page 25)

The parties met for a total of eight days, ending on January 13, 2017. Although much progress was made, the parties were unable to reach total agreement on any of the three issues. On January 18, 2017, the parties met with Arbitrator Vince Ready for a mediation session. At the conclusion of this session, the parties made verbal and written submissions on the three issues, for Arbitrator Ready's binding ruling.

The summary below details the resulting binding award. Comments in blue boxes are explanatory remarks from the Union, and do not form part of the ruling.

## **Issue #1 - Schedule A1.01 – Shifts and Related Provisions**

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Amend the collective agreement, by changing the following:

### **SCHEDULE A - A1. WAGES AND SHIFTS**

#### **A1. WAGE AND SHIFTS**

##### **A1.01 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 18, 2017 in each region.

*This article was the subject of much discussion by the parties. The conclusion resulted in the maintenance of the Alpha position protection, as well as, the maintenance of a paired and targeted ALS deployment model.*

*New language in this article protects the current number of Full-time positions, in each individual region, from being converted to Regular Part-time, or On-call positions.*

###### **(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 part-time staff and the members of the post's 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 A1.01(e) below.

(ii) The Employer may change the shift patterns used in a station or post, to another shift pattern defined in A1.01(e), with 60 days' notice to the affected employee(s), with the exception of the limits defined in A1.01(a).

(iii) Where operational requirements necessitate a temporary change in start or stop time by up to a



maximum of 2 hours with no change in shift duration, overtime rates pursuant to Article 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 24 hours, the employee will be paid at one and one half (1 1/2) 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.

*This new section allows the Employer the right to determine the shift patterns to be utilized in each station or post. The Employer may only utilize one of the established shift patterns listed below, unless otherwise agreed by the Union. Any change in a shift pattern will require at least 60 days' notice to the affected employees.*

*Section (iii) permits the Employer to make a temporary change in start or stop time of a shift, up to a maximum of two hours. Such changes will result in varying amounts of overtime paid to the employee, based on how much notice was given. The Employee may decline the Employers change if there are extenuating personal circumstances that prevent it.*

**(e) Possible Shift Patterns:**

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.
- (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) **Tango** - 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.

*This section lists all the agreed upon possible shift patterns. The new language provides greater flexibility to each type of shift pattern, and creates new patterns at 7.5 and 8 hour shifts. Alpha may now be any four 12 hour shifts, followed by 4 days off, rather than specifically 2 days followed by 2 nights. Charlie shifts may now end as late as 0300hrs. Delta shifts no longer have a required end time.*



**(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) Day shifts only of five seven hour shifts per week.
- (ii) A 10 day cycle of four 12½ hour shifts followed by six days off.
- (iii) An eight day cycle of four 10 hour shifts followed by four days off.
- (iv) A 14 day cycle of three 10 hour shifts followed by four days off and then four 10 hour shifts followed by three 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 block.

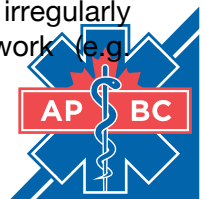
*This section restricts the new flexibility on shift patterns, to ensure employees are not subjected to only undesirable shift types. Not being required to work more than two shift types in a block means that a block cannot consist of a day shift, an afternoon shift and a night shift. It may only contain a maximum of two different shift start times. Eg: Two days followed by two nights, or two days followed by two evenings.*

**(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.

**(i) Irregularly Scheduled Employees**

- (i) Notwithstanding (d) and (e) above, employees designated as “full-time irregularly scheduled” shall not have an established shift pattern.
- (ii) The Employer will maximize the number of irregularly scheduled employees in each post based on the historic need for shift coverage. Where irregularly scheduled employees are required to be scheduled, predictable work (e.g.



annual vacations, training) will be assigned to all irregularly scheduled employees on an equitable basis.

- (iii) The balance of the irregularly scheduled employees 100% availability will be scheduled with unpredictable vacancies.
- (iv) Irregularly scheduled employees will be scheduled and paid in accordance with the established 56 and 70 day cycles.
- (v) Employees are to be kept on a platoon, if possible. Where an employee is assigned to another platoon, such employees will be provided at least 48 hours notice.
- (vi) Unpredictable work will be assigned in order of service seniority with as much advance notice as is possible.
- (vii) Irregularly scheduled employees in multi-station posts will be scheduled by platoon where feasible. To ensure 100% utilization, employees not assigned work will report to a predetermined location consistent with their platoon. Employees will then be assigned work.

**(j) Hourly Rate Adjustment**

Employees will be paid at the following rates until the Universal Hourly Rate comes into effect on the first full pay period in April 2017.

- (i) Employees working the Alpha shift pattern will receive an hourly rate adjustment for all hours as follows:

April 1, 2001 – 40 hour work week rate (Echo)

April 1, 2002 – 38.5 hour work week rate (Bravo) October 1, 2003 – 37.5 hour work week rate March 31, 2005 – 36 hour work week rate

- (ii) Employees working the Echo shift pattern will receive an hourly rate adjustment for all hours as follows:

April 1, 2002 – 38.5 hour work week rate (Bravo) October 1, 2003 – 37.5 hour work week rate March 31, 2005 – 36 hour work week rate

- (iii) Employees working the Bravo shift pattern will receive an hourly rate adjustment for all hours as follows:

October 1, 2003 – 37.5 hour work week rate March 31, 2005 – 36 hour work week rate



- (iv) Hourly rate adjustments shall be in accordance with those rates recorded in Schedule B.



## **Issue #2 – Introduction of Regular Part-time Employees (Emergency Fleet)**

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Amend the collective agreement, by changing the following:

This language replaces the Memorandum of Agreement re: Regular Part-time Employees – Community Paramedicine Program, and all other agreements pertaining to regular part-time employees.

*In 2014 bargaining, and in some subsequent LOA's, language defining the position of Regular Part-time within the Community Paramedic Program was established. The language that follows is intended to replace the prior agreements, and be in effect for all Regular Part-time employees equally, both community paramedic and emergency fleet.*

### **1. TERMINOLOGY**

#### **1.01 Definitions**

For the purpose of this Agreement:

- (a) The word “employee” shall mean an employee of the BC Emergency Health Services covered by the Union Certificate of Bargaining Authority.
- (b) 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.
- (c) An irregular full-time employee is one who works 336 hours in a 56-day period or 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 Addendum.
- (d) 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 collective 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 Unions 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 18, 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.

- (e) On-call employees are scheduled and are entitled to benefits pursuant to Schedule E.
- (f) Employees may only hold one status as outlined in (b), (c), (d). and (e).
- (g) 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.
- (h) "Geographic Location" is that area within a radius of 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 16 kilometers of where an employee ordinarily performs their duties.

*This section defines each type of employee within the organization, including the new category of Regular Part-time.*

*Regular Part-time will be regularly scheduled and posted positions, between 6 and 12 hours in duration, and a minimum of 0.4FTE. The FTE is determined on the fraction of 37.5 hours worked in a week. These positions will come with full extended medical / dental benefits, and a pro-rated amount of paid vacation and special leaves.*

*Re-Naming current Part-time employees: With the establishment of the Regular Part-time category, it was necessary to re-name the employee category we current know as "Part-time". Current 'Part-time' employees will now be referred to as "On-call" employees.*





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

*While we are introducing the new category of employee (Regular Part-time), we have also secured a commitment that the Employer will, as far as possible, prefer to create Full-time positions over Regular Part-time. The above statement means that where possible Regular Part-time positions will be converted to Full-time.*

*This, along with other new articles, aims to protect existing Full-time positions, as well as, ensure that the number of Full-time positions continue to expand.*

**11. DISCHARGE SUSPENSION AND DISCIPLINE**

**11.08 Probationary Employment**

- (a) All full-time and regular part-time employees shall be considered as probationary employees for all purposes of the Agreement and shall work under a permit granted by the Executive Committee of the Union for the first six months of their employment. For the purposes of this Clause, the first six months of employment shall not include any time spent by a probationary employee on a Paramedic or Dispatch training course, sick leave or time off work in accordance with Articles 18, 19, or 24.04, or time off work for any other reason.
- (b) Any employee moving between Full-Time and Regular Part-Time, who has already satisfied the probationary requirements in 11.08(a), shall not be required to serve an additional probationary period, provided they have not had a break in service of longer than six (6) months. In such movements, Article 11.09 shall still apply.
- (c) The Executive Director may reject any probationary employee for just cause, or may extend the period of probation within which the person may be rejected for a further period not exceeding six months. The employee shall be notified by the Executive Director in writing with a copy to the Union, prior to the extension of their probation. Reasons for the extension of the probation and the areas in which the employee is expected to improve shall be included in the notification of extension of probation.

A rejection during probation shall not be considered a dismissal for the purpose of Clause 11.01. The criteria of just cause for determining rejection shall be the suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

An employee who fails a probationary period will be returned to a suitable paramedic vacancy in their previous post.



## 12. SENIORITY

### 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 31<sup>st</sup> 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) (ii) It is understood that upon a member'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.

### Art 12.01 Cont unchanged...

*Seniority for Regular Part-time employees will be earned and used in the same manor negotiated in the 2014 round of bargaining. After much discussion, this model of blended seniority and date of hire was seen to be the best way to integrate this new employee category.*

## 13. PROMOTIONS AND STAFF CHANGES

### 13.01 Postings

- (a) (i) The Employer shall post 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 training program vacancies for a minimum of 14 days before any such vacancies are filled or any promotions effected. It is understood that any written submissions made in consequence of such posting and within the period of such posting shall be considered by the Employer.

### Art 13 continues unchanged.

### 13.06 Transfers and Crew Changes in Geographic Location

- (a) Art (a) & B unchanged...



- (c) Relocation for employees accepting Community Paramedic positions shall be in accordance with article 36.02(b) (iv) thru (vi).

## 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 times their hourly rate of pay for the first three hours in excess of the regular shift and thereafter at two 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 75 hours in a bi-weekly pay period shall be paid overtime at one and one-half times their hourly rate of pay.

*Regular Part-time employees will attract overtime rates as set out above. This ensures any 'late calls' will result in overtime rates, and allows the Employer to utilize the employee for more hours in the week, up until 37.5, without incurring overtime.*

### 16.02 No changes

### 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 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 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 1½ times the regular hourly rate of pay for all hours worked.
- (iii.) Coverage for all vacancies on scheduled shifts shall be strictly voluntary for full-time employees. Any employee called to work an additional shift or part of a shift shall be paid for a minimum of three 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 Article 16.01 after they have exceeded 75 hours in a bi-weekly pay period.

*Regular Part-time employees will also attract overtime rates if they work more than 75 hours in a two-week pay period.*



(b) Call-out

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

- (i.) If the call-out lasts four hours or less, the Full time or Regular Part-time employee shall be paid a minimum of four hours at the regular rate of pay.
- (ii.) If the call-out runs longer than four hours and is eight 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.
- (iii.) If the call-out runs longer than eight hours, then the Full time or Regular Part-time employee shall receive payment at the regular two platoon rate of pay for the first eight 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 hours.
- (d) Subject to (e) below, full-time employees who do not make themselves available for call-out shift coverage for three consecutive months, shall not be entitled to exercise seniority rights for further on-call shift coverage for a period of one year.
- (e) Employees may be granted up to three months leave from providing availability for on-call shift coverage.

**18. STATUTORY HOLIDAYS**

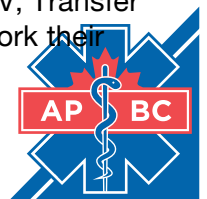
**18.01 Statutory Holidays**

- (a) The following 12 days shall be recognized Statutory Holidays and employees required to work on these days shall be paid at the rate of two hours for each hour worked on these days except Christmas Day and New Year's Day when employees shall be paid at the rate of two and one-half hours for each hour worked:

New Year's Day	<u>B.C. Day</u>
<u>Family Day</u>	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
July First	Boxing Day

- (b) All full-time employees who have completed 12 months' continuous service by 31st December shall receive in each calendar year, in lieu of the 12 statutory holidays set forth above, time equivalent to 12 duty shifts and, in addition thereto, shall receive time equivalent to one duty shift in the event of and in lieu of any other statutory holiday declared by the Government of the Province of British Columbia or the Government of Canada to which employees covered by this Collective Agreement are entitled.

- (c) Where a statutory holiday falls on a full-time employee's scheduled Community Paramedic, APV, Transfer Fleet or other non pre-hospital care shift and the Employer does not require the employee to work their



shift due to reduced call volume, then the employee will be given the statutory holiday off at their normal rate of pay but the employee’s entitlement under Clause 18.01(b) will be reduced by one duty shift accordingly.

- (d) Employees on leave of absence without pay shall not be entitled to time off in lieu of statutory holidays for statutory holidays which occur during their leave of absence without pay.
- (e) For employees that leave the service there shall be an adjustment, if necessary, to ensure that the employees have received the appropriate benefit under Clause 18.01(a) for those statutory holidays which occurred during their period of service in that calendar year.

**18.02 Regular Part-Time Employees**

- (a) Regular, part-time employees shall receive the same perquisites on a proportionate basis as granted full-time employees, as follows: 4.8 per cent of straight time hours paid in each pay period.
- (b) Where a statutory holiday falls on a Regular Part-time employee’s scheduled Community Paramedic, APV, Transfer Fleet or other non pre-hospital care shift and the Employer does not require the employee to work their shift due to reduced call volume, then the employee will be given the statutory holiday off without pay.

*Regular Part-Time employees will receive an extra 4.8% on all straight time hours paid. This will compensate the employee for statutory holidays.*

*For emergency fleet Regular Part-time employees, working on a statutory holiday will result in double-time pay. For non-emergency Regular Part-time employees, the employee will receive the day off without pay.*

**19. ANNUAL VACATIONS**

**19.01 Annual Vacations**

For the purpose of this Article, a vacation year shall be the calendar year commencing January 1st and ending December 31st.

**19.02 First Vacation Year**

The first vacation year is the calendar year in which the employee’s first anniversary falls.

**19.03 Annual Vacation Entitlement**

- (a) Employees who work four days on and four days off:

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

(b) Employees who work five shifts per week:

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 10 day cycle of four 12½ hour shifts:

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 14 day cycle of three on and four off followed by four on and three off:

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 shifts per seven day block:

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:

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

*Regular Part-time employees will receive a portion of the above hours in paid vacation, based on their FTE.*

*For example: An employee who works a 0.75FTE, will receive 123.75 hours of paid vacation in their 1<sup>st</sup> to 6<sup>th</sup> vacation years.*

(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(f)(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(fg), 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(hj), 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.

**19.04 To 19.10 to remain unchanged.**

## **20. SICK LEAVE PROVISIONS**

**Art 20.01 Removed, no changes**

### **20.02 Long Term Disability Insurance**

Should an employee remain continuously and totally disabled due to any injury or illness, including an occupational injury, beyond 26 weeks, or its equivalent as set out in Schedule A, the employee shall receive a monthly benefit equal to the sum of:

- (1) 70% of the first \$2,200 of regular monthly income; and
- (2) 50% of regular monthly income above \$2,200, including benefits payable under any government or other employer-related disability plan. Payments will continue until recovery, death, or the mandatory retirement age whichever occurs first.

## **21. LEAVE OF ABSENCE**

**21.01 – 21.24 – unchanged**

### **21.25 Limitations on Certain Leaves of Absence**

Full-time employees shall be entitled to a maximum of eight shifts in any one 12 month period for leave taken under Clauses 21.03 and 21.16

Regular part-time employees shall be entitled to a proportionate number of eight shifts in any one 12 month period for leave under Clauses 21.03 and 21.16, per their FTE.



*Regular Part-time employees will receive a portion of the special leave entitlements, based on their FTE.*

*For example: An employee who works a 0.75FTE, will be entitled to a maximum of 6 shifts of special leave per year.*

## **22. PAYMENT OF WAGES AND ALLOWANCES**

### **22.12 Transportation for Duty**

Full-time and regular part-time Employees who are required to report to a location other than their scheduled ambulance station shall be entitled to transportation from their location at the time of receiving the call to the site where their services are required. If using their own vehicle in the course of responding to or returning from the call, mileage allowance shall be paid in accordance with Clause 22.09.

## **24. EMPLOYEES BENEFITS**

**24.01- 24.06 – no changes**

## **33. THE TERMS AND CONDITIONS OF EMPLOYMENT FOR ON-CALL EMPLOYEES WILL BE IN ACCORDANCE WITH SCHEDULE E**

## **34. SERVICE MODELS (*this is the working Article in new CBA draft*)**

### **34.01 Community Response Designation (*From 2004 MOA*)**

- (a) The BCEHS and APBC acknowledge that a provincial ambulance service should have a responsive and flexible model to meet the diverse needs for pre-hospital care and transfers of patients in different areas of the province. The parties agree to the post designations of remote, rural, urban and metropolitan communities.
- (b) To that end, the BCEHS and APBC agree to implement Post Response Designations that recognize and complement the geographic and demographic differences that exist throughout the province. Such post designations shall be provided by the Employer to the Union, at the signing of this Agreement.
- (a) The BCEHS shall inform the APBC through PJLMC of any changes to post designations 30 days prior to implementation.





### 34.02 Remote Deployment

- (a) Primary Care Paramedic (PCP) is the minimum qualification for ambulance paramedics in remote posts, but the BCEHS 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 (call-out) 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 E3.08 through E3.12 of the Collective Agreement. If it is identified by either party that work allocation procedures need to be amended for specific operations or posts, the venue to address these issues will be through Regional Joint Labour Management Committee (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 principles at the RJLMC level are unable to come to an agreement on amendments to specific station or post scheduling process, 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 a transfer 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.) Qualified applicants from outside of the bargaining unit who reside within the normal post response area.
  - (iii.) Where no applicants under (a) or (b) 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 E8.03 of the Collective Agreement.
- (i) When primary operator employees respond to callout calls, they will be paid at the appropriate paramedic rate, in accordance with Article 16.04(b) or Schedule E6.01 of the Collective 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.

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

*With the establishment of Regular Part-time, the parties are moving toward the elimination of standby (aka “fox”) shifts. The aim is to replace Fox shifts with either Full-time, or Regular Part-time shifts, which provide employees with stable, fully paid, work and benefits.*

*The above new language means there shall not be any new Fox / Standby shifts established.*

- (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 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 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 3 hour minimum payment is for responding to all calls or work that occur within the 3 hour period from the first call. Time spent on calls or work in addition to the 3 hour minimum will be paid at the appropriate paramedic rate.
- (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) Primary Care Paramedic (PCP) is the minimum qualification for ambulance paramedics in rural posts but the BCEHS 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 F3.08 through F3.12 of the Collective 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 Regional Joint Labour-Management Committee (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 Collective Agreement.
- (k) Primary operator vacancies in rural posts will be filled on the following basis from among those individuals who have a transfer application on file, alternating between (a) and (b):
  - (a) Transfers of qualified bargaining unit applicants in order of the earliest original date of hire with the Employer.
  - (b) Qualified applicants from outside of the bargaining unit who reside within the normal post response area.
  - (c) Where no applicants under (a) or (b) 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 a transfer application on file:
  - (a) Transfers of qualified bargaining unit applicants hired prior to the signing of 2004 M.O.A (September 11, 2004), in order of the earliest original date of hire with the Employer.
  - (b) Qualified applicants from outside of the bargaining unit who reside within the normal post response area.
  - (c) Other qualified applicants from within the bargaining unit in order of the earliest original date of hire with the Employer.
  - (d) Other qualified applicants from outside of the bargaining unit.
- (c) Primary Care Paramedic (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 BCEHS 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 EHSC 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 Collective 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:
  - 1. All full-time and regular part-time vacancies as regular spareboard.
  - 2. Standby shift vacancies.
- (g) The allocation of work process for primary operator employees in Urban posts shall be consistent with the language of the Collective 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 call-out 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 Collective Agreement.
- (c) Primary Care Paramedic (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 BCEHS 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 Collective 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 a transfer application on file:
  - (1) Transfers of qualified bargaining unit applicants hired prior to the 2004 M.O.A (September 11, 2004), in order of the earliest original date of hire with the Employer.
  - (2) Qualified applicants from outside of the bargaining unit who reside within the normal post response area.
  - (3) Other qualified applicants from within the bargaining unit in order of the earliest original date of hire with the Employer.
  - (4) Other qualified applicants from outside of the bargaining unit.

### **MOU #1 – Time Off In Lieu Of Overtime**

MOU #1 shall apply to full time and regular part time employees.

*“CTO” will continue as-is for Full-time employees, and Regular Part-time employees will also be eligible to bank extra hours.*



## **SCHEDULE E – ON-CALL EMPLOYEES**

### **Definitions:**

\*Replace “part-time employees” with “**on-call**” throughout Schedule **E** unless specified as regular part-time.

*Re-Naming current Part-time employees: With the establishment of the Regular Part-time category, it was necessary to re-name the employee category we current know as “Part-time”. Current ‘Part-time’ employees will now be referred to as “On-call” employees.*

*Existing “F” clauses will be re-named to “E”, and continue to apply only to On-call employees. All other articles of the collective agreement will continue to apply to Full-time and Regular Part-time employees.*

### **All references to ‘F’ clauses to be changed to ‘E’.**

#### **E3.04 Staffing**

(a) Subject to Clause 13.01(g) should the Employer post a full-time or regular part-time vacancy(**s**) pursuant to Schedule F3.03 in which there are no applications or insufficient applications from qualified, full-time employees, then regular part-time and on-call employee(s) who have applied and are qualified and who have the earliest date of hire with the Employer will be appointed to the position.

(b) In the event there are no qualified or insufficient qualified applicants for a full-time or regular part-time vacancy(**s**) and where no or insufficient appointment(s) are made pursuant to Clause 13.01(d) or Schedule F3.04 (a), the employee with the earliest date of hire with the Employer, may be appointed to the position, providing they can successfully qualify for training in accordance with Schedule F3.02, and who have a satisfactory work record.

#### **Art E3.05 to E3.07, no changes.**

#### **E3.08 Work Allocation - Spareboard and On-Call Shift Coverage**

- (a) Employees shall submit their availability for shift coverage by an established date each calendar month. A regular part-time employees’ availability shall not conflict with their regularly scheduled hours of work.
- (b) Upon receipt of the regular part-time and on-call employee shift availability, the unit chief will first distribute to qualified regular part-time and on-call employees the spareboard work fairly and equitably based on availability for shift coverage submitted by the regular part-time and on-call employees using the following formula:

Add the total number of available shifts submitted by all regular part-time and on-call employees and divide by the total number of shifts to be covered for the scheduling period. Divide each employee’s availability by this number to obtain the total number of shifts for which each employee should be scheduled.



(c) After all the spareboard shifts have been assigned to the regular part-time and on-call employees, each regular part-time and on-call employee's availability submission is adjusted by eliminating:

(i) the employee's availability for the assigned spareboard shift(s);

(ii) the employee's availability for the shift immediately prior to the scheduled spareboard shift(s).

(d) Upon receipt of the full-time employee shift availability and pursuant to (c) above, the unit chief will distribute the on-call shift coverage assignments fairly and equitably (equal ratio of on-call shift coverage per unit) based on availability for shift coverage submitted by qualified employees utilizing the following formula:

Add the total number of available shifts submitted by all employees and divide by the total number of shifts to be covered for the scheduling period. Divide each employee's availability by this number to obtain the total number of shifts for which each employee should be scheduled.

(e) Any remaining on-call shift coverage will be scheduled in order of seniority; one shift per employee until the schedule is filled based on employee availability.

(f) There will be no carry-over of shift entitlement by availability to the next scheduling cycle.

### **E3.09 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.

(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 attempts, at least five minutes apart, will be made to contact the employee.

(ii) Where a pager is used, a single attempt will be made and the employee must respond to the Employer within five minutes of the page. If the employee does not return the call within five (5) minutes, the Employer will proceed as if they were unable to make contact with employee.

(e) The first employee to accept the offer of an available shift shall be assigned the vacant shift.



### E3.10 No-Notice Bookoff

- (a) Where a regular part-time or on-call employee is providing on-call shift coverage and a spareboard shift becomes available, the most senior regular part-time or on-call employee will be offered the spareboard shift, if the shift will not result in overtime for the Employer.
- (b) The next available senior regular part-time or on-call employee identified pursuant to Schedule F3.09(c), will be offered the available on-call shift.

### E3.11 Work Allocation by Employee Category

- (a) Work allocation for spareboard shifts will be assigned in the following order:
  - (i.) available regular part-time and on-call employees in the post, if it will not result in overtime for the Employer;
  - (ii.) full time and regular part-time employees in the post, at the applicable overtime rate;
  - (iii.) regular part-time and on-call employees, in and out of the post; and
  - (iv.) full-time employees in or out of the post.
- (b) The available on-call shift coverage vacancies will be assigned in the following order:
  - (i.) available full-time employees assigned to the Primary Operator for the purposes of on-call shift coverage and regular part-time / on-call employees assigned to the Primary Operator;
  - (ii.) full-time and regular part-time and on-call employees in the post;
  - (iii.) full-time and regular part-time and on-call employees out of the post.

### E3.12 Staffing Levels

Each operator will employ the minimum number of employees to cover the maximum amount of work.

### E3.13 Glossary of Terms

- (a) 'Date of hire' for regular part-time and on-call employees, establishes the means of accruing on-call service seniority.
- (b) 'Primary operator' for full-time employees means that operator to which the employee is attached for on-call shift coverage purposes; for regular part-time and on-call employees means that operator to which the employee is attached.
- (c) 'On-call shift coverage' means where an employee has been scheduled and carries a pager for a scheduled period of time.
- (d) 'Unit' means a specified car covered by call-out car.
- (e) 'Spareboard shift' - in full-time or regular part-time stations where an employee works a vacant scheduled shift.
- (f) 'Shift' – means on-call shifts (2 shifts per 24 hours) and spareboard shifts.



## **E7.00 OVERTIME**

### ***E7.01 Overtime***

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

**Art F7.02 & F7.03 removed, no changes.**

## **F17.00 SHIFT PATTERNS**

The shift patterns as described in Schedule A 1.01 will apply to regular part-time and on-call employees when they are scheduled into full-time vacant shifts.





### **Issue # 3 – Unit Chiefs**

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Arbitrator Ready issued the following award on the matter of Unit Chiefs:

In remote and single-station Urban communities, BCEHS may cluster stations, either through vacancies or attrition, with mutual agreement of CUPE 873.

*The issue of Unit Chiefs being required in each station was extensively discussed by the parties, but ultimately not agreed. After making verbal and written submissions, Mr. Ready awarded the above language.*

*This new language means the Employer can cluster remote and single-station urban stations together for the purposes of Unit Chief supervision. This means that one Unit Chief could be responsible for multiple stations.*

*The Employer must obtain the Union's agreement on each such grouping or clustering. The Union will review each proposal to cluster based on its merits, while ensuring that the change will be in the best interests of patients and the paramedics / dispatchers.*

