

IN THE MATTER OF AN INTEREST ARBITRATION

BETWEEN:

HEALTH EMPLOYERS ASSOCIATION OF BC
(BC EMERGENCY HEALTH SERVICES)

(“HEABC” or “BCEHS” or the “Employer”)

AND:

FACILITIES BARGAINING ASSOCIATION
(AMBULANCE PARAMEDICS OF BC, CUPE LOCAL 873)

(the “Union” or “CUPE 873”)

ARBITRATOR:	Vincent L. Ready
COUNSEL:	Carmen Hamilton for the Employer
	Cameron Eby and Wendy Beer for the Union
HEARING:	January 18, 2017 Vancouver, BC
SUBMISSIONS:	January 25, 2017
DECISION:	February 16, 2017

This is an interest arbitration established pursuant to the parties' Memorandum of Understanding designed to resolve certain matters pertaining to Ambulance Paramedics in British Columbia.

The Ambulance Paramedics of British Columbia are a constituent member of the Facilities Bargaining Association ("FBA").

The Memorandum of Understanding ("MOU") establishing this interest arbitration reads as follows:

HEABC and the FBA have bargained over renewal of the BCEHS/CUPE 873 Addendum to the FBA Collective Agreement and have been unable to resolve their differences in regards to the following issues:

- Scheduling under A.101 of the addendum and related provisions
- Introduction of a regular part-time employee category other than for Community Paramedicine
- Requirements for Unit Chiefs under Article 13 and Schedule F5.01.

The parties agree to resolve outstanding differences over these matters as follows:

Commencing not later than September 1, 2015, the parties will exchange information as required and discuss resolution of the identified issues.

Any issue which the parties are unable to resolve through negotiations will be submitted to Vincent Ready as adjudicator no later than November 15, 2015.

Vince Ready will establish his own procedure for any adjudication that is required.

Vince Ready will issue a final and binding decision on the issues based on the provisions set out below no later than December 15, 2015.

The parties may request that Vincent Ready mediate their continued negotiations over the outstanding issues at any time after June 1, 2015.

The parties have engaged in meaningful negotiations over the past several months and are to be commended for the progress made between them.

I was asked to mediate the remaining issues in dispute on January 18, 2017. Further progress was made. However, at the close of mediation I was asked to issue an award on all unresolved matters.

After the hearing and considering both verbal and written submissions from the parties on those unresolved matters, my award follows.

My award encompasses all agreed matters between the parties which are attached as Appendices "A", "B" and "C" and form part of this award.

I now turn to the disputed issues.

Payment of Overtime to Part-Time Employees Assigned to Work 6 Hour Shifts

The issue to be decided is whether part-time employees assigned to work 6 hour shifts get paid overtime after 6 hours as proposed by the Union? Alternatively, should these employees receive overtime after completing 8 hours of work, as proposed by the Employer?

The concern expressed by the Union is that in certain areas of the province where resources are limited, the Employer will assign employees to work 6 hour shifts and then hold them at work on a regular basis and not be required to pay overtime until they have completed 8 hours of work.

As well, it is asserted by the Union that its part-time members who are regularly scheduled to work 6 hour shifts have personal and family commitments after their regular work hours, as do employees scheduled on 8 hour shifts.

The Employer argues that the Union has agreed that part-time employees can be scheduled between 6 and 12 hours per day and the payment of overtime after 8 hours' work would put them in an equal position to other health care employees who are paid overtime after 8 hours of work.

Decision re Payment of Overtime

Having considered the arguments of both parties I am of the view that, in the unique circumstances regarding the payment of overtime for part-time employees, the overtime payment shall be triggered for work performed beyond the employee's scheduled shift. That is, if an employee's regular part-time schedule is 6 hours, she/he shall be paid overtime if assigned work beyond 6 hours.

In the event 6 hour employees are scheduled to work beyond 6 hours on a regular basis, the Employer has the option and right to schedule them for longer hours and avoid the expense of overtime payments after 6 hours of work.

In the result, I find part-time employees assigned to 6 hour shifts shall be paid overtime for all hours worked in excess of their schedule and the parties are directed to amend Article 16.01 of the overtime provisions accordingly.

It is so awarded.

I now turn to the issue of accumulated time off (ATO) for part-time employees.

Accumulated Time Off for Part-Time Employees

The parties made submissions regarding this matter which I have reviewed with care.

My award is that Memorandum of Understanding #5 re time off in lieu of overtime, shall apply to regular and part-time employees. The parties are directed to amend the Collective Agreement accordingly.

Unit Chiefs

The Employer submits that:

...Currently British Columbia Emergency Health Services ("BCEHS") has a highly mobile and largely independent and unsupervised workforce with a high absentee and injury rate. The Employer goes on to say that Unit Chiefs have been unable to effectively supervise and mentor their employees due to their on-car paramedic responsibilities, limited administrative hours, and shift patterns. Accordingly, HEABC submits the following to amend Article F5.01 and Article 13.01(f) of the BCEHS/CUPE 873 Addendum:

1. In Metro and multi-station Urban locations, BCEHS will maintain the same number of full-time unit chiefs until March 31, 2019. BCEHS may move unit chiefs off-car and assign unit chiefs work and staff based on operational requirements. BCEHS will post and fill, with a paramedic position, any on-car vacancy created by a unit chief that is permanently moved off-car.
2. In Rural, Remote and single-station Urban communities, BCEHS may cluster stations, either through vacancies or attrition, and in consultation with CUPE 873.
3. BCEHS reserves the right to assign paramedic duties to off-car unit chiefs where operationally required and/or to maintain the unit chief's paramedic skills and license....

The Union submits that:

...the Unit Chief is a critical function of the operation of each station. While the job roles vary with the type and call volumes from station to station, the core duties remain the same. The Unit Chief is charged with ensuring that the station is staffed, equipped and in compliance with Employer policies and safety regulations. In addition, the Unit Chief is an important frontline supervisor, who is able to make a connection with local staff, and ensure they are supported in their jobs. The Union believes the Employer needs to re-invest in their Unit Chief model, by providing new education and mentorship.

The Union submits that the loss of a Unit Chief, particularly in the rural and remote stations, would be detrimental to the ability of BCEHS to maintain staffing and operations. The Union believes this would ultimately affect the ability for [its] members to respond in a prompt, appropriate fashion to the needs of our patients....

Decision re Unit Chiefs

Having considered the submissions, as well as the discussions held during the mediation process on this matter, I am persuaded by the Employer's second position above. I therefore award as follows:

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

It is so awarded.

I retain the necessary jurisdiction as an expedited arbitrator to resolve any issues arising out of the implementation of this award.

I would be remiss if I did not thank the negotiators for both parties and their committees for their diligent efforts during the negotiation and mediation process.

Dated at the City of Vancouver in the Province of British Columbia this
16th day of February, 2017.

A handwritten signature in blue ink, consisting of a stylized, cursive 'V' followed by a horizontal line and a small flourish.

Vincent L. Ready

APPENDIX “A”

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.

1. TERMINOLOGY

1.1 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.

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

11. DISCHARGE SUSPENSION AND DISCIPLINE

11.8 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

12.1 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) ~~(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...

13. PROMOTIONS AND STAFF CHANGES

13.1 Postings

(a) (i) The Employer shall post in all stations, except those Clause 13.01(i), all new full-time and regular part-time 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 are filled or any promotions effected. It is understood that

written submissions made in consequence of such posting within the period of such posting shall be considered by the Employer.

Art 13 continues unchanged.

13.6 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

16.1 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 exceeds _____ 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.

16.2 No changes

16.3 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.

16.4 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.

(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.

(e) Subject to (f) 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.

- (f) Employees may be granted up to three months leave from providing availability for on-call shift coverage.

18. STATUTORY HOLIDAYS

18.1 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.

18.2 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.

19. ANNUAL VACATIONS

19.1 Annual Vacations

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

19.2 First Vacation Year

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

19.3 Annual Vacation Entitlement

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

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 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>

(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(hi), 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.

19.4 To 19.10 to remain unchanged.

20. SICK LEAVE PROVISIONS

Art 20.01 Removed, no changes

20.2 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

21.1 – 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.

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.

34.2 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.

34.3 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.

(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.

34.4 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.

34.5 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.

SCHEDULE E – ON-CALL EMPLOYEES

Definitions:

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

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.

APPENDIX “B”

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.

(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 ½) 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:

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.

(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.

(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.

APPENDIX “C”

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NOTE: Changes to the Eleventh Agreement are indicated in the Twelfth Agreement with **bold type** (except for **Headings**) or an asterisk (*) where language has been deleted and no new text added.

This Agreement made and entered into this _____ day of _____, 2001 A.D. Two Thousand and one (2001)

BETWEEN:

EMERGENCY HEALTH SERVICES COMMISSION
(Hereinafter called the "Employer") OF
THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES
Local No. 873
(AMBULANCE PARAMEDICS OF BRITISH COLUMBIA)
(Hereinafter called the "Union") OF
THE SECOND PART

WHEREAS Emergency Health Services Commission is an employer within the meaning of the *Labour Relations Code of British Columbia*;

AND WHEREAS the Union is a unit appropriate for collective bargaining within the meaning of the *Labour Relations Code of British Columbia* and is the sole bargaining authority for all ambulance drivers and attendants, Dispatchers and trainers employed by the Employer except those excluded by the *Code* and by the decision of the Labour Relations Board.

WITNESSETH THAT WHEREAS the purpose and intent of this Agreement is to secure of all concerned the benefits of collective bargaining and to ensure for the community a high standard of ambulance service at all times, NOW THEREFORE THE PARTIES HERETO AGREE TO COOPERATE AND ABIDE BY THE TERMS AS HEREINAFTER SET FORTH.

1. TERMINOLOGY

1.01 Definitions

For the purpose of this Agreement:

- (a) The word “employee” shall mean an employee of the Emergency Health Services Commission covered by the Union Certificate of Bargaining Authority.
- (b) 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.
- (c) “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.

2. MANAGEMENT RIGHTS

2.1 Management Rights

- (a) The Union acknowledges that the management and direction of employees in the bargaining unit is retained by the Employer except as this Agreement otherwise specifies.
- (b) The Employer shall submit the names of the supervisory officials designated to deal with the Union.

2.2 Employee Placement

No employee covered by the terms of this Agreement shall have the right to refuse to be placed or paired or work together with any other full or part-time crew member.

3. EMPLOYEES' RIGHTS

3.1 Right to Appoint

The Employer acknowledges the right of the Union to appoint employees as representatives.

3.2 Area of Responsibility

The Employer and the Union shall by mutual agreement determine the area and jurisdiction of each representative having regard to the plan of organization, the distribution of employees at the work place, and the administrative structure implied by the grievance procedure. The Union shall notify the Employer in writing of the names of such appointments.

3.3 Duties and Responsibilities

- (a) The duties of employees' representatives include the investigation of complaints of an urgent nature, investigation of grievances and assisting any employee which the employee representative represents in preparing and presenting a grievance in accordance with the grievance procedure, supervision of ballot boxes and other related functions during ratification votes, attending meetings called by management, to accompany employees at meetings of a disciplinary nature, and to handle other related duties normally accorded to representatives of a Union.
- (b) Employees' representatives shall be entitled to reasonable time without loss of salary to perform these duties provided the representative does not leave the work station.
- (c) An employee's representative or alternate must seek permission from their immediate supervisor before leaving their work station. Such permission will not be unreasonably withheld. On resuming normal duties, the representative's supervisor shall be notified.

3.4 Interpersonal Disputes

Where an interpersonal dispute arises between employees covered by this agreement, an employee may take up **the complaint in accordance with the procedures below.**

"Interpersonal Disputes" as used in this Clause shall be defined as a series of repeated and intentional incidents whereby one employee intimidates another. It shall not include action occasioned through the exercise, in good faith, of the Employer's managerial/**supervisory** rights and responsibilities. **Nor does it include a single incident of a minor nature where the harm, by any objective standard is minimal.**

Where the complaint is based on a matter for which another dispute resolution mechanism exists, then this process shall not be utilized.

Procedures

- (a) **If there is an allegation, the employee will approach their direct supervisor or superintendent as appropriate, for assistance in resolving the issue. The direct supervisor or superintendent will review the issue being raised by the employee. The direct supervisor or superintendent will take steps to resolve the concerns as appropriate.**
- (b) **If the concerns cannot be resolved, the employee may submit a written complaint to the Employer's Executive Director and President of the Union, providing full particulars of the allegation, including the name(s) of the individual(s) involved, the pertinent date(s), and the wrongdoing which is alleged to have occurred.**

- (c) Upon receipt of a written complaint, and subject to (b) above, the Executive Director and President of the Union will request John McConchie, or a mutually agreed alternate, to conduct an investigation.
- (d) The Investigator will have the same powers as an arbitrator. The Union and Employer will share equally in the payment of fees and expenses of the Investigator.
- (e) The Investigator will be requested to complete their investigation within thirty (30) days, and will provide a copy of the investigation report to the Employer, Union and complainant.
- (f) The Investigator has no authority to amend the Collective Agreement, nor to make recommendations with respect to systemic issues. The recommendations of the Investigator will be for the purpose of resolving the complaint between the complainant and respondent(s), only. Such recommendations will be implemented by the Employer and will constitute a final resolution of the complaint, binding on all parties.
- (g) A complaint filed under this Clause will be dealt with in a confidential manner.
- (h) An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 9--*Grievance Procedure*.

4. UNION MEMBERSHIP REQUIREMENT

4.1 All Employees to be Members

It is agreed that all personnel who are members of the Union in good standing on the effective date of this Agreement shall remain members of the Union in good standing as a condition of continued employment with the Employer and all employees hired after the effective date of this Agreement shall, on completion of six months' employment, become and remain members of the Union in good standing. Any employee who fails to maintain membership in the Union in good standing in accordance with its Constitution and Bylaws shall be discharged from employment with the Employer after notice is given to the Employer that the employee is no longer a member of the Union in good standing.

4.2 No Other Agreement

No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representative which may conflict with the terms of this Collective Agreement.

5. CHECK-OFF OF UNION DUES

5.1 Dues Deductions

- (a) All members 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 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.

5.2 General Assessment

The Employer shall deduct from the bi-weekly pay of each member 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.

5.3 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.

5.4 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 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.

6. CORRESPONDENCE

6.01 Correspondence

It is agreed that all correspondence between the parties hereto arising out of or incidental to this Agreement shall pass to and from the Employer and the Secretary-Treasurer of the Union.

7. CONTRACTING OUT

7.01 Contracting Out

The Employer agrees not to contract-out any work presently performed by employees covered by this Agreement which would result in the laying off **or the reduction in classification** of such employees.

8. PROVINCIAL JOINT LABOUR-MANAGEMENT COMMITTEE

8.1 Establishment of Committee

It is agreed that the Provincial Joint Labour-Management Committee provided for in this Agreement shall consist of not less than four representatives of the Union and not less than one representative appointed by the Employer. For the term of this Agreement the Chair of the Provincial Joint Labour-Management Committee shall be a representative of the Union, the Recording Secretary shall be a representative of the Employer. Minutes prepared by the Recording Secretary shall be approved and signed by both parties before publication.

8.2 Committee Decisions

Decisions by the Provincial Joint Labour-Management Committee shall be by unanimous agreement. The Employer shall have one vote and the Union shall have one vote.

8.3 Meetings of Committee

The Provincial Joint Labour-Management Committee will meet at the request of either party at a time agreeable to both parties.

8.4 Time Off for Meetings

The four representatives of the Union shall be granted time off work with pay for the purpose of attending meetings of the Committee, or paid their regular hourly rate of pay for the time

of the meeting if off duty, and it is agreed that each party hereto shall pay 50% of the administrative costs of the Provincial Joint Labour-Management Committee.

8.5 Committee's Term of Reference

The Provincial Joint Labour-Management Committee shall not have jurisdiction to change wage scales, working conditions or any other matters addressed in the Collective Agreement which are the subject of collective bargaining.

The Committee shall have the right to make recommendations to the Union and the Employer on the following matters:

- (a) solutions on day-to-day problems within the intent of this Agreement;
- (b) interpretations which may alleviate grievances;
- (c) applications on terms of the Agreement where "mutual agreement" is required, e.g. leaves of absence;
- (d) to propose to the negotiating committee consideration of or changes to the Collective Agreement;
- (e) proposed changes in uniform dress issue and style;
- (f) matters concerning the correction of unsafe conditions and practices and the maintenance of cooperative interest in the safety of the work force.

8.6 Regional Joint Labour-Management Committee

- (a) It is agreed that the Regional Joint Labour-Management Committee shall consist of two Regional representatives of the Union and two Regional representatives of the Employer.
- (b) The two representatives of the Union shall be granted time off without loss of basic pay for the purpose of attending meetings of the Committee.
- (c) Agreements on working conditions which are arrived at through meetings held between Regional Directors and Regional Vice-presidents of the Union or Unit Chiefs

and Union Shop Stewards shall be forwarded to the Provincial Joint Labour-Management Committee for ratification.

9. GRIEVANCE PROCEDURE

9.1 Investigations

Union representatives designated by the Executive to investigate a specific grievance shall have the right to investigate grievances including questioning witnesses.

9.2 Appeal Procedure

- (a) The grievance/arbitration procedure of Clause 9.13 and Article 10 is the sole procedure recognized for resolving disputes between the parties concerning the application, interpretation or any alleged violation of the Collective Agreement including the application of disciplinary measures relating to Ambulance Service Regulations.
- (b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this Clause, the grievance shall be considered to have been abandoned.

9.3 Recognition of Union Stewards and Officers

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Officers and Stewards of CUPE Local 873. The Officer(s) and Steward(s) shall assist any employee which the Local represents in preparing and presenting grievances in accordance with the grievance procedure.

9.4 Name of Stewards

The Union shall notify the Employer in writing of the name of each steward, including the Chief Steward, and the Region or Station they represent before the Employer shall be required to recognize them.

9.5 Permission to Leave Work

The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in their performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each steward is employed by the Employer and that stewards will not leave their work during working hours except to perform their duties under this Agreement and then only if the matter is urgent. Therefore, no steward shall leave their work without obtaining the permission of their supervisor, which permission shall be given as soon as a suitable relief can be obtained.

9.6 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs or where a group of employees or the Union, or the Employer, has a grievance, the matter may be referred directly to the Provincial Secretary-Treasurer of the Union for presentation at Step 3 of the Grievance Procedure. A policy grievance must be presented no later than 30 calendar days after the date:

- (a) on which the employee or employees affected were notified orally or in writing of the action or circumstances giving rise to the grievance; or
- (b) on which the employee or employees affected first became aware of the action or circumstances giving rise to the grievance.

9.7 Grievance on Safety

An employee, or group of employees, who is/are required to work under unsafe or unhealthy conditions shall have the right to file a grievance.

9.8 Replies in Writing

Replies to grievances stating reasons shall be in writing commencing at Step 2 of the grievance procedure.

9.9 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meetings.

9.10 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedures.

9.11 Technical Objections to Grievances

No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision which the arbitrator deems just and equitable.

9.12 Time Limits to Present Initial Grievance

Any employee who wishes to present a grievance as in 9.02 of the grievance procedure in the manner prescribed in Clause 9.13 must do so no later than 30 days after the date:

1. on which the employee was notified orally or in writing of the action or circumstances giving rise to the grievance;

2. on which the employee first became aware of the action or circumstances giving rise to the grievance.

9.13 Adjustment of Disputes and Complaints

Any dispute or complaint arising out of the interpretation or application or alleged violation of this Agreement, or regarding any matter or thing relating to terms or conditions of employment, and not otherwise covered by this Agreement, shall be finally and conclusively settled without stoppage of work in the following manner:

Step 1

The employee or employees concerned with any dispute or complaint may take up the matter directly with a designated representative of the Employer and in the event that the satisfactory understanding is reached that shall end the matter.

Step 2

Subject to the time limits in Clause 9.12, an employee may present a grievance setting out in writing a statement of the particulars of the grievance noting the Article of the Agreement which has allegedly been violated and the redress sought to the Regional Director. The Regional Director shall render a decision to the member's representative in writing within 14 days of receiving the grievance at Step 2.

Step 3

In the event that the decision of the Regional Director does not resolve the grievance, the grievance and redress sought will be submitted to the Executive Director in writing within:

- (a) 14 days after the decision has been conveyed to the member's representative by the Regional Director at Step 2; or
- (b) 14 days after the Regional Director's reply was due.

The Executive Director **or designate** shall render a decision in writing within 21 days of the date the matter is referred to

Step 3.

9.14 Discharge Grievances

In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at Step 3, within 30 days of the date on which the dismissal occurred, or within 30 days of the employee receiving notice of dismissal.

9.15 Expedited Arbitration

- (a) The parties shall determine by mutual agreement those grievances filed at arbitration pursuant to Article 10, which are suitable for expedited arbitration.**
- (b) Any such grievance proceeding through expedited arbitration shall be referred to the arbitrator and hearing dates shall be scheduled as expeditiously as possible.**
- (c) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.**
- (d) Prior to rendering a decision, with the parties agreement, the arbitrator may assist the parties in mediating a resolution to the grievance.**
- (e) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.**
- (f) The decision of the arbitrator is to be completed and mailed to the parties within 10 working days of the hearing.**
- (g) The parties shall share equally the costs of the fees and expenses of the arbitrator.**
- (h) The arbitrator shall have the power and authority to**

conclusively settle the dispute and this decision shall be binding on both parties. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter or proceeding.

- (i) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.**
- (j) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.**

10. ARBITRATION PROCEDURE

10.1 Composition of Board of Arbitration

Where a difference arising between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 9, notify the other party in writing within 14 days of the receipt of the reply at the 3rd Step, of its desire to submit the difference or allegations to arbitration, in accordance with (a), (b), and (c) below:

- (a) its intention to submit the matter in dispute to a single arbitrator to be agreed upon by both parties within seven days. Should either party not agree to submit the dispute to a single arbitrator, both parties shall then have seven days to name its chosen representative pursuant to (b) below; or**
- (b) the name and address of its chosen representative to the Arbitration Board. Within seven days of receipt of such notification the other party shall appoint its chosen representative and give notice of such appointment to the first appointed member of the Arbitration Board**

stating the name and address of its chosen representative;

- (c) the two appointed representatives shall, within 10 days after the appointment of the last appointed member of the Arbitration Board, appoint a Chair and in the event that they are unable to agree upon a person to act as Chair, shall forthwith apply to the Minister of Labour of British Columbia to appoint a Chair.

10.2 Board Procedure

The Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice the Board shall, as much as possible, follow a lay procedure and shall avoid legalistic or formal procedures. It shall hear and determine the differences or allegation and shall make every effort to render a decision within 30 days.

10.3 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions, however, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

10.4 Expenses of the Board

Each Party shall pay:

1. The fees and expenses of the arbitrator it appoints.
2. One-half of the fees and expenses of the Chair.

10.5 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties. The time limits in this Agreement are not mandatory but merely discretionary.

10.6 Witnesses

At any stage of the Grievance or Arbitration Procedure, the parties shall have the assistance of any employee(s) concerned as witnesses or any other witnesses.

10.7 Access to Employer Premises

All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer premises to view any working conditions which may be relevant to the settlement of the grievance.

10.8 Written Statements

- (a) The Employer agrees that any written statements against any member of the Union by another member of the Union shall not be used in grievances, arbitration or any other matter excepting letters of concern with regards to the care and safety of patients, or matters that could be detrimental to the safety of the public and/or employees.
- (b) It is agreed that Clause (a) shall not apply to employees occupying supervisory positions, Instructors, or employees acting in any of these positions, who, whilst in the performance of their duties, are required to submit written reports on employees.

11. DISCHARGE, SUSPENSION AND DISCIPLINE

11.1 Discharge and Suspension

The Employer shall have the right to discharge or suspend from employment any employee for just cause and this shall be

understood to include the discharge or suspension of any employee whose work performance falls below the standard expected by the Employer or any employee who fails to carry out their duties as specified in the Ambulance Service Regulations to the satisfaction of the Employer. An employee who considers that they have been unfairly dealt with shall have the right to grieve.

11.2 Written Warning

Whenever the Employer or its authorized agent deem it necessary to censure an employee in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within 10 days thereafter, give written particulars of such censure to the employee involved with a copy to the Secretary-Treasurer of the Union.

11.3 Personnel File

- (a) In order to assist in the resolution of grievances, an employee, or their designate with the written authority of the employee, shall be entitled to review their personnel file in the office in which the files are normally kept. The employee or their designate shall give the Employer adequate notice prior to having access to such file.
- (b) The employee shall have the right to respond in writing to any document contained therein. Such replies shall become part of the employee's personnel file.
- (c) The personnel file of an employee shall not be used against them at any time after 36 months following a suspension or 24 months following other disciplinary action, including letters of reprimand or any adverse reports, provided there has not been a further infraction. Any such documents upon request of the

employee, other than formal employee appraisals, shall be removed from the employee's file after the expiration of 36 or 24 months, as the case may be, from the date it was issued.

11.4 Notice of Adverse Report

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning the employee's work within 21 calendar days of the Employer being made aware of the event or the complaint, with copies to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer whether or not it relates to the employee's work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of the employee's personnel file.

11.5 Right to Have Steward Present

An employee shall have the right to have their steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance, of the purpose and reasons for the interview, in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken. The reasons for the interview shall be given to the employee in writing **prior to** the start of the interview.

11.6 Termination of Employment

- (a) The Employer may withhold any outstanding monies owed to any employee who is terminating employment with the Employer until all current items of uniform or

other equipment issued are returned to the Employer and the Employer may deduct from the final pay an amount equal to the value of unreturned items allowing for normal wear.

- (b) The Employer may withhold any outstanding monies owed to any employee who is terminating employment with the Employer until all monies owed to the Employer or to the Union by any employee are satisfactorily settled.

11.7 Abandonment of Position

Employees who fail to report for duty for three consecutive shifts without informing the Employer of the reason for their absence will be presumed to have abandoned their position. The Employer agrees to confirm such presumption by registered letter with a copy to the Union within 10 days of the occurrence. Within 30 days of the letter's postmark the employee shall be afforded the opportunity to rebut the presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

11.8 Probationary Employment

- (a) All full-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) 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.

11.9 Probationary Period on Promotion

- (a) There shall be a probationary period on an appointment to a promotion of six months. The appointment may be terminated for just cause by either party and the employee shall return to their former classification. The Employer has the right to terminate the probationary period under this Clause and, as a result, if a relocation is required, the Employer shall pay moving expenses in accordance with the Provincial Government Relocation Regulations as contained in the Employer's Policy and Procedure Manual. For the purposes of this Clause, the six month probationary period shall not include any time spent by the employee on sick leave or time off work in accordance with Articles 18, 19, 24.04, or time off work for any other reason.
- (b) With just cause, the Employer may elect by notifying the probationary employee and the Union 30 days in

advance of the end of the six months probationary period to extend the probationary period by up to a further six months but, in any event, the total probationary period shall not exceed a total of 12 months.

11.10 Demotions

The Employer may demote any employee for just cause. The criteria of just cause for such demotion shall be the suitability of the employee for continued employment in the position to which they have been appointed, provided the factors involved in suitability could reasonably be expected to affect work performance.

Where an employee feels that they have been aggrieved by the decision of the Employer to demote the employee, the employee may grieve the decision through the formal grievance procedure.

12. SENIORITY

12.1 Seniority

- (a) (i) **The Employer shall maintain a seniority list 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) **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.**
- (b) Leaves of absence up to three 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.

12.2 Past Service

- (a) Past Service as defined in Clause 12.03 is and will continue to be used in the calculation of pay in addition to an employee's qualification pay.
- (b) Past service in a Ministry of the Government of British Columbia will not be considered a part of ambulance service seniority. Subject to the *Pension (Public Service) Act*, new employees of the Employer may receive credit for pensionable service with their previous employer.

12.3 Calculation of Pay for Past Service

- (a) Any employee with past service with the Employer and/or other B.C. ambulance services, hired after the effective date of this Agreement, will have their pay level calculated using volume of calls in conjunction with full and part-time service.
- (b) If an employee leaves the employ of this service or other services as defined above but returns at a later date, the

employee will lose one year of experience for each year away for calculation of pay level.

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

13. PROMOTIONS AND STAFF CHANGES

13.1 Postings

- (a) (i) The Employer shall post in all stations, except those outlined in Clause 13.01(i), all new 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.

The list of applicants for such postings or promotions shall be forwarded to **all stations** and the Union within 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 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.

- (b) It is further understood where employees are absent from their places of employment for periods of longer than 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.
- (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.
- (d)
 - (i) Except for postings in accordance with Clauses 13.01(g), 13.03 and 13.04, or those associated with **Paramedic 3** training courses contemplated in Clause 13.05, the successful applicant to postings for **Paramedic** vacancies shall be the **qualified (Paramedic 1 and Paramedic 2 considered equivalent for the purposes of defining "qualified" in this Clause)** applicant with the highest service seniority. The successful applicant to all other postings shall be determined in accordance with Clauses 13.03 and 13.04 below.
 - (ii) **Where there are no qualified or insufficient qualified applicants for a Paramedic position pursuant to (d)(i) above, and Schedule F3.04(a), the successful applicant(s) shall be selected for training pursuant to Clause 13.05, or Schedule F3.04(b).**

(iii) Employees who are appointed to full-time Paramedic or EMA 1 positions pursuant to Clause 13.01(d) or Schedule F3.04(a), may not bid out of such appointment for at least three years. However, such employees may apply for a promotion within the three-year period provided they have completed their probationary period.

(e) No member of the Union shall be bumped from their post, except in the event of layoffs in accordance with Clause 14.01.

(f) 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.

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

These 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 Joint Labour- Management Committee.

(ii) The local part-time employees who fulfil the Employer's employment prerequisites shall be given first preference, if it is the wish of the local community or part-time staff, for the next two 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 part-time staff, alternatively, in accordance with Clause 13.01(g)(i) and (ii).
- (h) If a vacancy arises in a location within 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 120 days of the closing date of the initial posting.
- (i) 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.

(j) Instructors

Positions vacated temporarily **for a minimum of two 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-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.

- (k) Employees shall have a minimum of eight hours free from work prior to writing examinations or attending interviews for promotional opportunities pursuant to Clauses 13.03, 13.04 **and** 13.05.
- (l) **Pursuant to Clause 13.01(d)(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.**

13.2 Promotions Outside the Bargaining Unit

It is agreed by the Employer and the Union that the Employer will first give consideration to employees of the Employer when making selections or appointments to fill positions with the Employer that are outside the bargaining unit.

13.3 Selection Process for Full-Time Supervisory Positions

For the selection of full-time **supervisory positions**:

- (a) The Employer shall first consider employees who meet the following eligibility criteria:
 - i) must be bargaining unit employee; and
 - ii) must have three 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 90%. Seniority shall be weighted based on 1% for each completed year of full-time service to a maximum value of 10%. The successful candidate(s) shall be the employee(s) with the highest total score **and a satisfactory disciplinary record.**
- (c) **Subject to Clause (a)(ii) above, employees occupying supervisory positions shall not be subject to (b) above. Such employees, on application, shall be appointed to vacancies for which they are qualified, on the basis of service seniority.**

In the event there are less than four applicants who meet the criteria in 13.03(a) then the Employer **shall first** consider all **full-time** bargaining unit applicants on the posting.

13.4 Selection Process for Full-Time Dispatcher

- (a) **Where there are no Dispatch qualified or insufficient Dispatch qualified applicants for a Dispatcher posting,** the Employer shall give equal consideration to knowledge and skill to a total of 90%. Seniority shall be weighted based on 1% for each completed year of full-time service to a maximum value of 10%. The successful candidate(s) shall be the employee(s) with the highest total score.
- (b) **Employees may not bid out of their initial appointment to a Dispatch position for at least three years following such appointment.**
- (c) **Employees who are unsuccessful in Dispatch training may not reapply for three years.**

13.5 Selection Process for Paramedic 3 Training

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

- (b) Paramedic training eligibility shall be determined as follows:
- (i) applicants must have achieved **Paramedic 1** status or better, and have three 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 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 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 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 **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 **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 Paramedic 3 training course, they will be appointed to the appropriate Paramedic vacancy.**
- (i) Employees who fail to complete the Paramedic 3 training course will be prohibited from applying for future Paramedic 3 courses for a period of three years.**

13.6 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.

13.7 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.

13.8 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).

14. LAYOFFS AND RECALLS

14.1 Joint Committee

In the event of lay-off or recall there shall be established a joint committee, in order for the parties to consult, regarding the process of lay-off or recall. This Committee shall consist of those individuals who are representatives of the Provincial Joint Labour-Management Committee.

The representatives of this Committee shall have the authority, by mutual agreement, to

1. waive any portion of Article 14 except 14.02(c)(i) and (c)(ii);
2. waive normal posting procedures under Article 13;
3. modify the boundaries of an existing post;

where it is believed by the Committee to be fair and equitable.

14.2 Lay-off and Recall Procedures

(a) Lay-off

In the event that the Employer determines that lay-offs will occur, employees will be laid off in reverse order of seniority within a post.

(b) Notice

The Employer shall notify employees, who are to be laid off, 30 calendar days prior to the effective date of lay-off. If the employee has not had the opportunity to work during the 30 calendar days after the notice of lay-off, the employee shall be paid in lieu of work for that part of the 30 calendar days during which work was not available.

(c) Options

An employee shall within 20 calendar days of receipt of notice of lay-off opt for one of the following:

- Severance pay as per (c)(i); or
- To be placed on a Provincial recall list for a period of 18 months from the effective date of lay-off as per (c)(ii); or
- Bump another employee as per (c)(iii).

(i) Employees who opt to receive severance pay pursuant to this section, will be entitled to pay based upon years of continuous service as follows:

1. for the first year of completed employment, three weeks' current salary;
2. for the second year of completed employment, three weeks' current salary;

3. for each completed year thereafter, one-half month's current salary.

Notwithstanding the above, an employee will not receive an amount greater than six months' current salary.

- (ii) Recall of employees shall be in order of service seniority. Employees shall lose their seniority in the event that they are on lay-off for more than 18 months or declines two recall opportunities.
 - (iii) Employees designated for lay-off notice may exercise their seniority to bump the most junior employee in the Province whose function they are able to perform consistent with Clause 14.02(e). Employees who as a result of exercising this option are required to move to a post that is in excess of a 32 km radius from the employees' post shall be eligible for relocation expenses in accordance with Clause 13.06(b).
- (d) Should an employee fail to make an election amongst (c)(i), (c)(ii), or (c)(iii) above, within 20 calendar days of receipt of notice of lay-off, then that employee shall be deemed to have opted for option (c)(ii).
 - (e) Notwithstanding Clause 14.02(a), (c)(ii) and (c)(iii) above, employees to be retained, recalled, or exercise an option to bump another employee shall immediately possess the requirements and qualifications to efficiently fulfil the duties of the work available. A reasonable period of orientation shall be provided.
 - (f) An employee shall not exercise recall rights into a position that is a promotion in relation to the position held by the employee when served notice of lay-off.

- (d) An employee who opts to bump another employee pursuant to (c)(iii) above, or is recalled pursuant to (c)(ii) above, will be paid in accordance with the level and qualifications of the work required to be performed.
- (e) Seniority will be the determining factor in choosing available post options in the event of a multiple lay-off.
- (f) In the event of a lay-off, the Employer shall maintain coverage under the Medical, Dental, Extended Health, and Group Life Insurance plans for a maximum period of three consecutive months immediately following the month in which the lay-off occurs. Any waiting periods relating to these benefits will be waived in the event of recall.
- (g) An employee whose certification expires during lay-off shall receive the opportunity to re-certify as soon as practical after recall.

15. HOURS OF WORK AND SHIFT PATTERNS WILL BE IN ACCORDANCE WITH SCHEDULE "A"

16. OVERTIME

16.1 Calculation of Overtime

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.

16.2 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.

16.3 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.

16.4 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 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.

(b) Call-out

When an off-duty 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 employee shall be paid a minimum of four hours at the regular two platoon rate of pay.
 - (ii) If the **call-out** runs longer than four hours and is eight hours or less, the 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 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) 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, 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.**

17. SHIFT WORK

17.1 Necessary Rest Period

- (a) An employee shall receive a minimum of eight clear hours between overtime abutting a regular shift and the start of the next regular shift with an additional allowance for reasonable travel time. Such travel time shall not exceed one hour each way.

- (b) Notwithstanding (a) above, an employee who works overtime resulting from:
 - (i) recall in accordance with Clause 16.04(a) for complete shifts only;
 - (ii) callout as per Clause 16.04(b);
 - (iii) Clause 16.04(c) after an employee had worked a minimum of eight hours;

shall be entitled to eight clear hours between the completion of the overtime and the start of their next regular shift with an additional allowance for reasonable travel time. Such travel time shall not exceed one hour each way.

- (c) In the event eight clear hours is not available for reasons beyond the control of the employee, the employee will be compensated at two times the employee's regular hourly rate for the balance of the eight hours. Travel time in (a) and (b) above does not apply to this Clause.

17.2 Employee Stranding Arising from a Regular Shift

While under the direction and control of the Employer, an employee stranded and unable to return to their normal post shall be compensated at the appropriate rate of pay, either salary maintenance or overtime, for those hours under such direction and control.

17.3 Employee Stranding Arising from a Call-out or Recall to Duty

- (a) While under the direction and control of the Employer, an employee stranded and unable to return to their normal post shall continue to receive pay for the call-out or recall. Such pay will continue only for those hours when the employee is under the direction and control of the Employer.

- (b) When such stranding results in the employee being unable to return to their normal post and commence their regularly scheduled shift, salary will be maintained and Clause 17.03(a) will not apply during the employee's regular hours of work.

17.4 Employee Stranding Expenses

When an employee is stranded and unable to return to their normal post, the Employer shall be responsible only for the usual allowances for meals and accommodations during this period.

18. STATUTORY HOLIDAYS

18.1 Statutory Holidays

- (a) The following 11 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	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
July First	Boxing Day
B.C. Day	

- (b) All employees who have completed 12 months' continuous service by 31st December shall receive in each calendar year, in lieu of the 11 statutory holidays set forth above, time equivalent to 11 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 an employee's scheduled **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.

19. ANNUAL VACATIONS

19.1 Annual Vacations

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

19.2 First Vacation Year

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

19.3 Annual Vacation Entitlement

- (a) Employees on the two platoon shift system or employees who work four days on and four days off:

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 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) 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.

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

(h) Pursuant to Clause 19.03(f), 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.

- (i) Notwithstanding Clause 19.03(f), 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.
- (j) Notwithstanding Clause 19.03(h), 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.

19.4 Pro-ration of Vacation Time

- (a) (i) Employees will be entitled to a pro-rated amount of vacation pay in their year of hire which will be paid in cash at the end of their year of hire. The entitlement shall be one-twelfth of their normal first vacation years' annual vacation multiplied by the number of credit months worked in their year of hire in accordance with Clause 19.04(b) below.
 - (ii) With the agreement of the employee and the Regional Director, the employee may receive some or all of their vacation entitlement for their year of hire as paid duty shifts off.
- (b) During their first and subsequent years, employees will earn one-twelfth of the annual vacation entitlement for each month in which the employee has worked for at least 70 hours.

- (c) Employees off work due to annual vacations, time off in lieu of statutory holidays, leave of absence with pay, Workers Compensation in accordance with Clause 24.04, or leave of absence for Union business and illness or injury payable under Clause 20.01 for a maximum time limit of six months, shall continue to accrue vacation entitlement.

19.5 Selection of Vacation Entitlement

Employees working at any post shall, in order of seniority, first choose three 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 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 shift block at a time.

19.6 Vacation Schedules

All annual vacation shall be taken in accordance with the terms of the holiday schedule drawn up from year-to-year and approved by the Employer.

19.7 Vacation Adjustment on Termination

In all cases of termination of service for any reason, adjustment will be made for any over-payment or under-payment of vacation.

19.8 Vacation Leave on Retirement

- (a) Employees retiring prior to April 1st in any calendar year shall receive one-half of their earned annual vacation entitlement for that calendar year.

- (b) Employees retiring April 1st or thereafter in any calendar year shall be granted full annual vacation entitlement for the final calendar year of service.

19.9 Active Service During Any War

- (a) Active service with the Forces of the Crown or Allied Forces during any war may be counted in calculations for vacation leave entitlement after the employee has completed one years' service with the Employer.

- (b) Duration of Wars

The recognized dates of duration of the following wars are:

World War II, from September 1, 1939 to
June 30, 1947

Korean Conflict, from August 7, 1950 to
July 27, 1953

Discharge certificates must be presented before war service is recognized. It is not necessary that an individual shall have been employed immediately prior to any war nor to have joined the Employer immediately following war service.

In other words, any war service with the Forces of the Crown or Allied Armed Forces may be added to their period of service with the Employer for the purpose of computing required service for the additional vacation leave privilege.

- (c) Merchant Marine Service with Commonwealth Countries

Service on the high seas (deep sea) with Commonwealth countries during World War II may be credited toward the service requirement for vacation

leave purposes. Employees are required to submit certified records of their deep sea time for assessment by the Employer.

19.10 Call-back from Vacation

Employees authorized to work during their scheduled vacation period shall receive two times their regular hourly rate of pay for each hour worked in addition to normal vacation pay.

20. SICK LEAVE PROVISIONS

20.1 Short Term Disability Income Insurance

- (a) In the event an employee is unable to work because of illness or injury they will be entitled to an amount equal to 75% of the employee's regular salary for up to 26 weeks.
- (b) A doctor's certificate will be required for illnesses or injuries attaining or exceeding four shifts in duration and may be required where it appears that a pattern of consistent or frequent absence from work is developing.
- (c) Administration procedures relating to this Plan will be established by the Employer and included in the Policy and Procedures Manual.

20.2 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.

20.3 Employment Qualifications and Requirements

- (a) Employment shall be conditional upon satisfactory completion of a medical examination by a physician appointed by the Employer and all personnel covered by this Agreement shall be required to receive immunization and booster series against poliomyelitis, tetanus, diphtheria and may also be required to receive a chest x-ray or skin test at least annually.
- (b) It is agreed that where an employee's physician certifies that reaction to immunization, vaccination or inoculation is such that the employee is unfit to work, the employee will be given leave without loss of pay to cover the period of medically verified disability up to a maximum of four shifts.

20.4 Continued Service Credits for Superannuation

- (a) Employees covered by the *Pension (Public Service) Act* shall pay the normal employees' contribution for superannuation for a period of illness or non-occupational injury as defined in Clauses 20.01 and 20.02. Upon return to duty, the employee shall make monthly payments that will complete the payments within a period equal to the period of the illness or non-occupational injury.
- (b) Employees who are on Long Term Disability who are in receipt of monies under Clause 20.02 shall receive service credit in accordance with the *Pension (Public Service) Act*.

21. LEAVE OF ABSENCE

21.1 Absence from Duty of Union Officials

- (a) Any member of the Union appointed to attend any convention on behalf of the Union shall be granted

leave of absence without pay provided a suitable relief can be supplied. An Executive Officer of the Union shall be granted time off without pay to attend meetings of the organization provided a suitable relief can be supplied.

- (b) Leave of absence with pay and without loss of seniority will be granted:
 - (i) to up to four employees who are representatives of the Union on the Negotiating Committee to leave their employment to carry on negotiations with the Employer;
 - (ii) to employees called to appear as witnesses and who testify before an Arbitration Board or Grievance Board.

21.2 Leave for Full-Time Union or Public Duties

The Employer shall grant, on written request, leave of absence without pay and with no loss of seniority for:

- (a) Employees to seek election in a municipal, provincial or federal election.
- (b) A period of up to one year for employees selected as a full-time officer with the Union or any body to which the Union is affiliated. Such leave will be renewed upon request of the Union.
- (c) A period of up to five years for employees elected to a public office. Such leave will be renewed upon request of the employee.
- (d) Employees on leave under this Clause shall not continue to accrue seniority while on such leave.
- (e) Notwithstanding (d) above, employees elected as a full-time officer of the local union shall continue to accrue

seniority while on such leave.

21.3 Bereavement Leave

- (a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to bereavement leave at their regular rate of pay from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed one block of the employee's working shifts.
- (b) Immediate family is defined as an employee's parent, wife, husband, child, brother, sister, father-in-law, mother-in-law and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

In the event of the death of the employee's grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law, the employee shall be entitled to special leave for one shift for the purpose of attending the funeral.

21.4 Maternity Leave

- (a) An employee is entitled to maternity leave of up to 17 weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of the termination of her pregnancy. Such notice will be given at least 10 weeks prior to the expected date of the termination of the pregnancy.
- (c) The period of maternity leave shall commence six weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.

21.5 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 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 Supplemental Employment Benefit (SEB) Plan, the maternity leave allowance will consist of:
 - (i) Two weeks at 85% of the employee's basic pay;
 - (ii) 15 additional weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay.

21.6 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to 12 consecutive weeks without pay.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the 12 weeks parental leave between them.
- (c) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date.
- (d) Leave taken under this Clause shall commence:

- (i) In the case of a mother, immediately following the conclusion of leave taken pursuant to Clause 21.04 or 21.08;
- (ii) In the case of a father, following the birth or adoption of the child and conclude within the 52 week period after the birthdate or adoption of the child. Such leave request must be supported by appropriate documentation.

21.7 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 Supplemental Employment Benefit (SEB) Plan and subject to leave apportionment pursuant to Clause 21.06(b), the parental leave allowance will consist of a maximum of 10 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay.

21.8 Adoption Leave

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

21.9 Extension of Leaves

Employees who are entitled to leave pursuant to Clauses 21.04

and 21.06 or Clauses 21.08 and 21.06 shall be entitled to an extended leave of up to an additional six months for health reasons where a doctor's certificate is presented. Such written request must be received by the Employer at least four weeks prior to the expiration of leave taken pursuant to Clause 21.04, 21.06 or 21.08.

21.10 Benefits Continuation

- (a) For leaves taken pursuant to Clauses 21.04, 21.06, 21.08 and 21.09 the Employer shall maintain coverage for medical, extended health, dental, group life and long term disability, and shall pay the Employer's share of these premiums.
- (b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Clause 21.11 the Employer will recover monies paid pursuant to this Clause.

21.11 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 21.04, 21.06, 21.08 or 21.09 commenced unless they advised the Employer of their intent to return to work one month prior to the expiration of the leave or if they do not return to work after having given such advice.

21.12 Entitlements Upon Return to Work

- (a) Notwithstanding Clause 19.04(b), vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clauses 21.04, 21.06 or 21.08 providing the employee returns to work for a period of not less than six months. Vacation earned pursuant to this Clause may be carried over to the following year.
- (b) An employee who returns to work after the expiration of maternity, parental, adoption or extensions to such

leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.

- (c) On return from maternity, parental, adoption or extensions to such leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.

21.13 Maternity and/or Parental Leave Allowance Repayment

To be entitled to the maternity and/or parental leave allowances pursuant to Clause 21.05 and/or 21.07, an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six months after their return to work.

Should the employee fail to return to work and remain in the employ of the Employer for a period of six months, the employee shall reimburse the Employer for the maternity and/or parental leave allowance received under Clauses 21.05 and/or 21.07 above in full.

21.14 Secondment

- (a) Secondment means a process by which the Employer may assign an employee to another agency, board, society, commission, or employer.
- (b) The Employer agrees to make every effort to provide an employee with four weeks' written notice of secondment. Such secondment shall be by mutual agreement between the Employer and the employee.
- (c) The provisions of this Agreement will apply to seconded employees. The agency, board, society, commission or employer to which the employee is seconded will receive written notice of this Clause and will be provided with copies of relevant agreements.

- (d) The grievance procedure prescribed in Article 9 of this Agreement shall apply to seconded employees with the following modifications:
 - (i) The Employer, in conjunction with the agency, board, society, or commission to which an employee is seconded shall designate an official who shall be considered the locally designated supervisor for purposes of Step 1.
 - (ii) The Employer shall appoint a representative to deal with grievances of seconded employees at Step 2 and shall notify the Union and seconded employees of such designation.
 - (iii) The Union shall appoint a steward for seconded employees and shall notify the Employer of such appointments.

21.15 Leave for Elections

Employees eligible to vote in a federal or provincial election shall have four consecutive clear hours during the hours in which the polls are open in which to cast their ballot.

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:
 1. Marriage of the employee - three consecutive shifts in a single block.
 2. To attend wedding of employee's child - one shift.
 3. Birth or adoption of the employee's child - one shift.
 4. Serious household or domestic emergency - one 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 shifts per year which may be taken separately or jointly.

6. To attend their formal hearing to become a Canadian citizen - one shift.
 7. To attend a funeral as a pallbearer or mourner - one-half 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 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.
 9. **In the case of serious illness or hospitalization of a spouse or elderly parent of the employee that resides in the employee's residence, when no one other than the employee can provide for the needs of the individual, and, after notifying their supervisor - one day per calendar year.**
- (b) Two weeks' notice is required for leave under subsections 1, 2, 5 and 6.
 - (c) For the purpose of subsection 2 through to **9** inclusive, leave with pay will be only for the work day on which the situation occurs.

21.17 Leave for Writing Examinations

Leave of absence with pay shall be granted to allow employees

time to write examinations provided:

- (a) the course is approved by the Employer; and
- (b) the successful completion of the examination would result in the maintenance of the required qualification of the job. Employees who do not successfully complete the examination, and who are required to re-write the examination, will not be entitled to the leave of absence with pay for re-writing the examination.

21.18 Leave for Taking Courses

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer.
- (b) An employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enroll. **Such leave requests will not be unreasonably denied.**

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 times their regular rate of pay. Time spent at court, or related approved interviews, by employees in their official capacity, while on duty, shall be with no loss of pay.

- (f) Court actions arising from employment, requiring attendance at court, shall be with pay.
- (g) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (h) 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 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.
- (i) An employee will be entitled to reasonable time off prior to and/or following an appearance in court when applicable.
- (j) 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.**

21.20 Leave of Absence on Vacation

When an employee qualifies for sick leave, bereavement, or any of the leaves under Clause 21.16 with pay during their vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time.

21.21 Other Occupational Activity

- (a) Where a leave of absence without pay is requested for the purpose of engaging in another occupational activity, the granting of such leave shall be at the discretion of the Employer, but where such leave is

granted, it may not be extended beyond a three month limit; **provided however, where the requested leave is to obtain employment as a full-time instructor to instruct an approved training program on behalf of a training agency, institute or college, the leave will be for a period of up to five years.**

- (b) **Employees will be returned to their former position, station and shift pattern at the conclusion of the leave. Where required the employee will be provided the opportunity to renew their license.**

21.22 Emergency Leave

Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence without pay to an employee requesting such leave for emergency or unusual circumstances. Requests outlining the reasons in writing, preferably in advance, shall be submitted to the Employer for approval. Approval shall not be withheld unjustly.

21.23 General Leave Without Pay

Employees may be granted up to three months leave of absence without pay at the discretion of the Employer and, although such leaves may be extended at three month intervals, they shall not, in any event, exceed 12 consecutive months and it is further agreed that such leaves shall not be unreasonably withheld.

21.24 General Education Leave

Requests for leave of absence without pay and without loss of seniority rights of up to 12 months shall not be unreasonably withheld from employees who wish to upgrade themselves in areas associated with the medical requirements of the Employer.

21.25 Limitation on Certain Leaves of Absence

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.

21.26 Critical Incident Stress

- (a) 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.**

22. PAYMENT OF WAGES AND ALLOWANCES

22.1 Calculation of Pay

The hourly rate of pay for an employee shall be calculated by the following formula:

- (a) $365.25 \text{ days per year} \div \text{number of days in a work block} = \text{number of work blocks per year};$
- (b) $\text{the number of work blocks per year} \times \text{the scheduled hours in work block} = \text{annual scheduled hours of work};$
- (c) $\text{annual scheduled hours of work} \div 12 = \text{monthly scheduled hours of work};$
- (d) $\text{the monthly salary divided by the monthly scheduled hours of work} = \text{the hourly rate of pay}.$

22.2 Remuneration

The scale of remuneration set out in Schedule A of this Agreement shall apply during the term of this Agreement.

22.3 Pay for Acting Senior Capacity

Employees who are duly appointed by the Employer to perform temporarily functions other than or in addition to those which they normally perform shall be paid for these additional or other duties at the rate set forth in Schedule A of this Agreement. Such appointments shall not normally be made for a period of less than two weeks.

22.4 Service Pay

Employees having completed 10, 15, 20 and 25 years' service seniority with the Employer shall be paid service pay at the rates established in Schedule A of this Agreement.

22.5 Instructors

- (a) Those employees identified by the Employer to act as instructors while performing their normal duties, shall receive \$375 per month in addition to their regular salary on a pro-rata basis for the time spent engaged in such training.
- (b) Instructors shall be given supervisory rights over in-service training personnel on crew. Such rights shall include the right to question treatment given by an employee to a patient and correct any visible deficiencies shown by the employee.

22.6 Educational Policy

Employees who do not have the present basic educational requirements of the Employer may, if they desire, make application to the Employer for financial assistance and shift consideration to enable them to register at a suitable school for the courses needed to acquire the basic educational standards. Financial assistance for registered correspondence courses will also be considered by the Employer.

22.7 In-Service Training Courses

All employees shall be paid for successfully passing in-service training courses at the rates established in Schedule A of this Agreement.

22.8 Subsistence Allowance

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

22.9 Vehicle Allowance

The rates of vehicle allowance shall be 34¢ per km. 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.

22.10 Meal Allowance

- (a) The meal allowance rates shall be:

Breakfast	-	\$7.75
Lunch	-	\$9.50
Dinner	-	\$17.75

- (b) Employees who are required to be on standby for four hours shall have a meal provided for the first and each subsequent four hour period at the location of the standby.

22.11 C.P.R. Instructor Courses

Upon successful completion of a certified CPR Instructor's course, the Employer shall reimburse the employee for the entry fee where such course is conducted by an agency approved by the Employer.

22.12 Transportation for Duty

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.

22.13 Severance Pay

In the event that a substantial reorganization or technological change within the Employer results in employees being declared supernumerary, such employees shall be entitled to severance pay based on years of continuous service as follows:

- (a) for the first year of completed employment, three weeks' current salary;
- (b) for the second year of completed employment, three weeks' current salary;
- (c) for each completed year thereafter, one-half month's current salary.

Notwithstanding the above, an employee will not receive an amount greater than six months' current salary.

22.14 Factoring

Effective November 30, 1997, the hourly rate of pay for employees working overtime pursuant to Clauses 16.01, 16.02, 16.03, 16.04(c) shall be based on the hourly rate of pay resulting from the shift pattern established by Schedule A 1.01(d)(ii).

23. TRAINING & QUALIFICATIONS

- (a) In order to ensure the community a high standard of ambulance service at all times, the parties agree that the Employer has the right to maintain or reasonably

upgrade the standards of the ambulance service. Accordingly, employees will be required to attend and successfully complete additional training as deemed necessary by the Employer.

- (b) **Where the Employer intends to make a change in the content of a job classification or create a new classification, the Union will be so notified in writing at least 45 days prior to the implementation of such change.**
- (c) **Should the Union assert that the change in content or succession of changes in content materially alters the job classification in relation to the rate of pay for the classification, it may so advise the Employer within 45 days of receiving notice pursuant to (b) above.**
- (d) **If the parties are unable to agree on the rate of pay for the altered job classification or new classification, the Union may refer the matter within 30 days to a mutually agreed arbitrator who will determine the appropriate rate of pay.**
- (e) **Nothing in the foregoing precludes the Employer from implementing a new classification or changes to job classification content, subject to (b) through (d) above.**

23.1 Minimum Qualifications Requirements

- (a) **It is the responsibility of Paramedics and EMAs to obtain and maintain the appropriate Paramedic and EMA license, as determined by the Commission, in accordance with the *Health Emergency Act*.**
- (b) **Dispatchers are required to be in possession of the necessary qualifications as determined by the Commission.**
- (c) **License maintenance will be by Continuing Medical Education (CME) relevant to the license level and as**

described in Clause 23.07.

- (d) All employees employed by the Employer, at the date of signing of the 12th Collective Agreement, who are required to provide pre-hospital care, shall be provided the opportunity for training to the appropriate Paramedic level, within five years of the date of ratification of the 12th Collective Agreement.

23.2 EMA III

Deleted date of signing of 12th Collective Agreement

23.3 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, 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.

23.4 Expenses While Attending Training Courses and Examinations

All expenses involved in **license maintenance** shall be paid by the Employer **where such training is provided pursuant to Clause 23.03**. The Employer agrees that sufficient time off will be afforded employees in order to maintain their qualifications.

23.5 Examinations

Deleted date of signing of 12th Collective Agreement

23.6 Training Programs Committee

Deleted date of signing of 12th Collective Agreement

23.7 Continuing Medical Education (CME)

CME is a requirement for license maintenance. CME is delivered in five year cycles including an annual assessment and workshop. Professional development, education, and training are the foundations of the structure of CME. This may include:

- ◆ **Individual structured review of practice (home assignment)**
- ◆ **Peer feedback when required, on home assignment**
- ◆ **Practical skills review**
- ◆ **Peer developed and presented simulations**
- ◆ **Lectures**

Employees must achieve a satisfactory assessment in all components. It is understood that "satisfactory assessment" does not include a process of routine periodic formal testing. Rather, the intention is that CME will be an

ongoing educational process; that is to say, the normal continuing education model. Accordingly, "satisfactory assessment" is intended to mean that the employee will meet reasonable expectations in terms of attendance and participation. In unusual cases, where an employee is not meeting such expectations, other streams of assessment may be required.

The Employer will seek the appropriate regulatory framework for the implementation of the parties' mutual intent as stated above.

The Employer will develop the necessary and reasonable criteria and administrative procedures to give effect to this process. The Employer undertakes that CME will be operational by August 1, 2001. In the meantime, the Employer will seek license extensions as may be necessary.

23.8 Paramedic Licensing - Dispatchers

- (a) Employees working as Dispatchers prior to **April 1, 2000** will be afforded the one time option to be licensed and continue relicensing to the **Paramedic 1 level in accordance with Clause 23.03**. If such employees currently hold a **Paramedic 2 or 3** license they will be afforded the opportunity to requalify to this level should they bid back to crew.
- (b) Dispatchers who do not opt initially for continuing **Paramedic 1** relicensing and who choose to do so in the future, may still take **Paramedic 1** relicensing on their own time and expense.
- (c) Dispatchers may exercise their service seniority rights pursuant to **Clause 13.01(d)** only where they are licensed to the appropriate Paramedic level.

23.9 EMA/FA Qualification

- (a) It is recognized there may be circumstances where it is necessary for employees to be licensed at the EMA/FA level.
- (b) Utilization of the EMA/FA level will be limited to Ambulatory Patient Vehicle positions.
- (c) Clause 13.01(d) shall not apply to APV positions.

23.10 EMA I Qualification

- (a) Utilization of the EMA 1 level shall be for Transfer Fleet vacancies. Transfer Fleet vacancies shall be utilized where necessary for the accommodation of ill or injured full time employees.
- (b) Where a vacancy is not used for accommodation purposes, it shall be posted for qualified applicants pursuant to Clause 13.01(d).

24. EMPLOYEES BENEFITS

24.1 Dental Plan

- (a) All employees shall participate in the Medical Services Association (MSA), Dental Care Plan, or its equivalent and the Employer shall pay all premiums.
- (b) The benefits shall include Plan A Basic Services; the percentage of payment for services shall be 100%.
- (c) Plan B Prosthetic appliances and Crown and Bridge procedures shall be included; the percentage of payment for services shall be **65%**.
- (d) Plan C Orthodonture shall be included; the percentage of payment for services shall be 50%. An employee is eligible for orthodontic services under Plan C after **six** months participation in the Plan. Orthodontic services

are subject to a lifetime maximum of **\$3,000** per patient.

***24.02 Medical Insurance**

- (a) All employees shall participate in the Medical Services Plan of British Columbia and the Employer shall pay all premiums.
- * (b) All employees shall participate in the Medical Services Association (MSA), Extended Health Benefits Plan or its equivalent, and the Employer shall pay all premiums.

24.3 Group Insurance

All employees shall participate in a group insurance plan providing the following benefits and the Employer shall pay all premiums:

- (a) An amount equal to two times regular annual salary up to a maximum of \$80,000 will be paid an employee's beneficiary on death from any cause.
- (b) Accidental Death and Dismemberment Insurance

An additional amount equal to two times regular annual salary up to a maximum of \$80,000 will be paid an employee's beneficiary in the event of death, or the amount specified in the insurance policy be paid the employee in the event of dismemberment or loss of sight, when death, dismemberment or loss of sight is the direct result of a non-compensable accident.
- (c) Effective at the earliest possible time, voluntary enrolment in spousal life insurance by payroll deduction will be implemented at the rates established by the carrier.
- (d) The Employer will provide all employees with coverage under the Air Travel Insurance Policy administered by the Government of the Province of British Columbia.

- (e) **The Employer and the Union agree to implement an Advanced Payment Program for the terminally ill.**

24.4 Workers' Compensation Board Claim

- (a) Where an employee is on a claim recognized by the Workers' Compensation Board while the employee was on Employer business, the employee shall be entitled to leave, at their regular rate of pay, up to a maximum of 182 calendar days for any one claim. Where an employee elects to claim leave with pay under this Clause, the compensation payable by the Workers' Compensation Board shall be remitted to the Employer.
- (b) **For the purposes of this Clause, "regular rate of pay" will be the employee's pre-injury "normal net take-home pay".**
- (c) Employees who are engaged in demonstrations, displays or public relations sanctioned by the Employer and are in uniform, shall be covered for Workers' Compensation claims.

24.5 Death in Service

- (a) When an employee dies, the period for which salary shall be paid during the month in which death occurs shall be deemed to be the full month.
- (b) Payment shall be made to the spouse or the estate for vacation leave accrued by the deceased employee to date of death.
- (c) Where an employee dies while in the employ of the Employer, the following amounts shall be paid to the dependent or dependants, to be determined as recorded by the Employer:

One month salary for each year of continuous service up to a maximum of six months salary.

- (d) Coverage for medical and dental benefits for dependants will continue up to and including the last day of the month following the month in which the employee dies.

24.6 Registered Supplemental Retirement Plan and Health and Benefit Plan

These Plans are established and maintained in recognition of the limitations of retirement savings plans, as an alternative to accumulated sick time. They are intended to assist employees to retire prior to normal retirement age.

- (a) The Employer shall pay 2.75% of regular salary of employees covered by this Agreement to the Trustees of the Registered Supplemental Retirement Plan.
- (b) If an employee is absent from work by reason of illness or accident the Employer shall contribute the same percentage of the amount the employee would have earned if available for normal duty.
- (c) The Employer shall pay contributions for pay periods ending in a calendar month by the 20th day of the following month.
- (d) The Union will establish and maintain the Registered Supplemental Retirement Trust and Health and Benefit Trust by Trust Agreements between the Union and Trustees appointed by the Union who shall oversee and administer all trust funds.
- (e) The Union on behalf of itself and its members, will indemnify and save harmless the Employer, the Province of British Columbia, its Ministers, employees, servants, agents and officers, including the Superannuation Commissioner as defined under the

Pension (Public Service) Act of British Columbia, from and against all claims, demands, losses, damages, costs, actions, suits, debts, accounts, fines, penalties, expenses and other proceedings made against or incurred, suffered or sustained by any of them at any time or times (whether before or after the expiration or sooner termination of this Collective Agreement) where the same or any of them are based upon or arise out of or from:

- (i) the creation, operation, or termination of the Canadian Union of Public Employees Local 873:
 - (1) Registered Supplemental Retirement Plan;
or
 - (2) Health and Benefit Plan;
- (ii) the termination of the Canadian Union of Public Employees Local 873's Mandatory Retirement Savings Plan; or
- (iii) anything done or omitted to be done in relation to the above mentioned plans, including any failure to comply with applicable federal or provincial legislation, by the Union or any Trustee of the above mentioned plans;

except that this indemnity will not release the Employer from its obligations to make the contributions required under this Article.

24.7 Employee Assistance Program

An Employee Assistance program shall be provided. The Employer funded program will be monitored by the Rehabilitation Committee established pursuant to Clause 24.09.

24.8 III Health Retirement

An employee who is superannuated or retired on account of ill health at, or after the age of 55 years or after 30 years' continuous service shall be granted full vacation leave even though they have not completed a full working year.

24.9 Rehabilitation Committee

- (a) The Employer and the Union agree to a Rehabilitation Committee **compromising of four persons, two appointed by the Union and two 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 alternate employment opportunities for employees deemed totally disabled or partially disabled by the Employer and therefore unable to perform their normal duties.**
- (d) **The Committee may make non-binding recommendations to the Employer and Union as to possible alternate employment opportunities for employees.**

24.10 Benefit Plans Effective Date

Enrolment in all benefit plans will be effective from the first day of the month immediately following the completion of the qualifying period, if any. This shall apply to:

- Short Term Disability Income Insurance
- Long Term Disability Insurance
- Dental Plan
- Medical Services Plan
- Extended Health Benefits Plan

- Group Life Plan
- Accidental Death and Dismemberment Insurance

24.11 Employer Liability

The Liability of the Employer in the provision of benefits under this Article is limited to the terms and conditions outlined in the appropriate contracts entered into with various carriers **at the date of signing of this Agreement** as well as any agreed to or negotiated changes; **provided however, that employees on benefits as of the date of signing of the 12th Collective Agreement shall continue to be eligible for benefits according to the terms and conditions of the insurance contracts at the time the benefit entitlement arose.**

25. TECHNOLOGICAL AND OTHER CHANGES

25.1 Technological Change

- (a) In this Agreement “technological change” means any change in:
 - (i) the introduction of equipment, material or process different in nature, type or quantity from that previously utilized;
 - (ii) the location at which the work, undertaking or business operates in the work, undertaking or business carried on by the Employer including any change in function performed and including the removal of any part of the work undertaking or business.
- (b) A joint committee comprised of four members, two appointed by the Employer and two by the Union shall be established to discuss matters of concern respecting technological change as defined in (a) above.

- (c) Employees who are assigned by the Employer to work with the new technology defined in Clause 25.01(a) shall receive a period of training and familiarization. Employees involved in training under this Article shall have their salaries maintained for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered the opportunity to be retrained for another position with the Employer or the severance pay provisions of Article 14.
- (d) Should an employee opt to be retrained for another position with the Employer and be unable to meet the job requirements, they will be entitled to the severance pay provisions of Article 14.

26. UNIFORM AND CLOTHING ALLOWANCE

26.1 Uniform Allowance

- (a) New employees shall be provided with an initial issue of the following items of uniform:
 - 3 pair of trousers
 - 6 shirts
 - 1 tie**
 - 1 tie tack
 - 6 pair of lightweight socks
 - 1 issue leather belt
 - 1 name tag
 - 1 multi-layer jacket system**
 - 1 service cap
 - 2 pair uniform boots**
- (b) Female Dispatchers may take as an option one skirt in lieu of one pair of trousers.
- (c) All employees shall be responsible for the normal upkeep of their uniform as per Clause 26.02(b). The

replacement of unserviceable or lost items will be made upon surrender of items, or proof of loss, if replacement is necessary as a result of normal wear. Requests for replacement shall be made through an individual authorized by the Employer (who will normally be a unit chief).

- (d) The Employer agrees to supply the uniform item which is required within 60 days of receipt of the order at the supply depot. In the event the Employer cannot supply the requested item, the Employer shall supply a suitable permanent or temporary alternative to that item within the same 60 days.
- (e) All employees in **Regions 3 to 8 inclusive will be issued the following uniform items in addition to the regular uniform issue in (a) above.**
- **1 pair of winter boots**
 - **1 pair of winter gloves**
 - **1 winter hat**
 - 2 pair heavyweight socks
 - 1 pair long underwear

The Employer will issue additional uniform items required in a specific station or region as determined by Provincial Joint Labour-Management Committee.

- (f) Such other items of uniform that may be required shall be mutually agreed to by the Provincial Joint Labour-Management Committee.
- (g) Footwear
- (i) The Employer shall provide, and employees shall wear, black polished leather shoes or boots fitted with rubber heels of a style acceptable to the Provincial Joint Labour-Management Committee.
- (ii) In those circumstances where the Employer is

unable to provide such shoes or boots due to the lack of appropriate size selections from the general issue, then the Employer shall either supply alternative footwear on an individual basis or, alternatively, such individuals shall be paid an amount of \$90 in lieu of such specialized issue and shall then be required to purchase a similar type of shoe or boot at their own expense.

- (iii) It is understood that upon surrender of boots deemed to be unserviceable that the individual authorized by the Employer will determine if footwear should be resoled or replaced. Where approved, the employee will be reimbursed for resoling expenses by the Employer upon presentation of receipts.
- (iv) The Employer agrees to provide shoes to an employee where a medical practitioner certifies that orthopaedic footwear is required to be worn.

- (h) All items of uniform shall remain the property of the Employer. Employees shall wear the uniform provided by the Employer and be uniformly dressed at all times while on duty.

26.2 Uniform Maintenance

- (a) All damage to clothing and equipment incurred in the course of duty shall be assumed and made good by the Employer where an employee can produce satisfactory evidence as to the manner of damage.
- (b) All employees shall be responsible for the normal upkeep and cleanliness of their uniforms, but in the event that the uniform becomes abnormally soiled during the normal course of duty, the employee shall be reimbursed for cleaning expenses by the Employer upon presentation of receipts. The Employer shall also

be responsible for the cost of cleaning uniforms in the amount of \$18 per month and is to be paid monthly. Such cleaning allowances shall be paid during periods of uninterrupted service only.

***26.03 Personal Appearance**

Uniformed personnel must be clean and neat in appearance while on duty.

27. MINIMUM STATION EQUIPMENT

27.1 Minimum Equipment

- (a) The Employer agrees that current standards for ambulance stations maintained by the B.C. Buildings Corporation will be made available at each station. Changes and modifications made from time to time in future to such standards will be made available to the Union for their information. It is understood that the Employer will endeavour to replace or update the current stations whenever possible and appropriate.
- (b) Where crew quarters are staffed on a daily and continuous basis in whole or in part by full-time personnel, the Employer shall provide for such crew quarters and dispatch quarters the items listed below:
 - (i) a bulletin board;
 - (ii) necessary cleaning agents for toilet and personal washing facilities;
 - (iii) in the case of crew quarters staffed on a 24 hour per day basis, beds and the necessary linen, bedside tables, and a laundry service for the linen;
 - (iv) such other alternative or additional furnishings in relation to the available space as may be mutually agreed to;
 - (v) In the event BCBC does not supply the following

items of furniture, then the Employer will provide:

1. refrigeration facilities;
2. lockers;
3. kitchen chairs and a table;
4. cooking facilities.

(c) Coverall Issue

- (i) The Employer agrees to supply an individual coverall issue to employees.
- (ii) It shall be the responsibility of the employees to maintain, clean, and repair such coveralls.
- (iii) Replacement of coveralls will be made upon surrender of the worn coveralls and proof that replacement is a result of normal wear.

28. GENERAL CONDITIONS

28.1 Compliance with Administrative Regulations

- (a) All members of the service are required to conform to any regulations agreed to by the Union and issued by the Employer.
- (b) Existing regulations shall be attached to and become part of the Emergency Health Services Commission Policy and Procedure Manual and new regulations introduced during the term of the Agreement, if agreed to, will be attached as a supplement to the aforesaid regulations and will become a part of the Policy and Procedure Manual.

28.2 Actions of Patients

When employees transport patients in their own or Employer vehicles in the course of their duties, such employees shall not be held responsible for acts committed by such patients.

28.3 Civil Actions

Where the Provincial Joint Labour-Management Committee considers that there has not been flagrant or wilful negligence on the part of an employee:

- (a) The Employer agrees not to seek indemnity against an employee whose actions resulted in judgement against the Employer.
- (b) The Employer agrees to pay any judgement against an employee arising out of the performance of the employee's duties.
- (c) The Employer also agrees to pay any legal costs incurred in the proceedings in Clause (b) above.

28.4 Criminal Actions

Where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

28.5 Personal Articles

- (a) Upon submission of reasonable proof, the Employer will repair or indemnify with respect to damage to the chattels of an employee while on duty caused through the normal and proper performance of duties; provided that such personal property be articles of use or wear of a type suitable for use or wear while on duty.
- (b) The Employer will reimburse the employee to a maximum of \$100 for items of jewellery lost or damaged as outlined in Clause 28.05(a).

28.6 No Cessation of Work

- (a) No employee shall strike during the term of this Collective Agreement and no person shall declare or

authorize a strike of those employees during that term. A strike is defined as per Section 1 of the *Labour Relations Code of B.C.*

- (b) The Employer shall not, during the term of this Collective Agreement, lock out an employee bound by this Collective Agreement.

28.7 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.

28.8 Copies of Agreement

The Employer and the Union will share equally in the cost of printing the Agreement and shall provide the Union with sufficient copies for circulation among its members.

28.9 Union Insignia

- (a) The recognized insignia of the Union shall include the designation "CUPE". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.
- (b) The Union agrees to furnish to the Employer one Union label, for each station, of mutually acceptable size and format. Placement of such label will be by mutual agreement.

29. OCCUPATIONAL HEALTH & SAFETY

29.1 Statutory Compliance

The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act*, or any other statute of the Province of British Columbia pertaining to the working

environment, shall be fully complied with.

29.2 Provincial Joint Occupational Health & Safety Committee

- (a) There shall be established a Joint Committee composed of two representatives of the Employer and two 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 Joint Labour Management Committee 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 for time spent on Committee business.**

29.3 District Occupational Health & Safety Committees

- (a) **The District Occupational Health and Safety Committee membership will be comprised of not less than two Union representatives and two 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 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.**

29.4 Safety and Health - Joint Labour-Management Committee

The Union and the Employer agree that those matters raised

for discussion under this Clause that fall properly within the terms of reference outlined in Clause 8.05(f) shall be dealt with by the Provincial Joint Labour-Management Committee.

29.5 Reports

The Provincial Joint Labour-Management Committee shall have full access to Accident Investigation Reports as required by the **Occupational** Health and Safety Regulations of the Workers' Compensation Board of B.C.

29.6 Information

The Provincial Joint Labour-Management Committee shall make available to all stations the safety and health problems encountered and the solutions to those problems in order that other stations can correct such problems.

30. PRESENT CONDITIONS AND BENEFITS

30.01 Continuation of Acquired Rights

Save as herein contained, all reasonable privileges and concessions enjoyed by either party prior to the signing of this Agreement shall continue in full force and effect and shall not be affected by this Agreement.

31. GENERAL

***31.01 Plural Terms May Apply**

Wherever the singular is used in this Agreement, the same shall be deemed to include the plural wherever the context so requires.

31.2 Human Rights Act

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

31.3 Harassment

- ***(a)** The Union and the Employer recognize the right of employees to work in an environment free from harassment. The Employer shall take such actions as are necessary respecting an employee engaging in harassment.

- (b)** "***Workplace Harassment***" is defined as one or a series of incidents involving unwelcome comments or actions which may concern a person's race, colour, ancestry, place of origin, religion, marital status, physical or mental disability, age, sex, or sexual orientation or similar personal characteristic:
 - (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;
 - (iii)** when 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.

- (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)** "***Sexual Harassment***" is defined as one or a series of incidents involving unwelcome sexual advances, requests for sexual favours, or other verbal or physical conduct of a sexual nature:
 - (i)** when such conduct might reasonably be

- expected to cause embarrassment, insecurity, discomfort, offence or humiliation to another person or group;
- (ii) when submission to such conduct is made either implicitly or explicitly a condition of employment;
 - (iii) when 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.
- (e) Types of behaviour which constitutes sexual harassment include, but are not limited to:
- (i) jokes of a sexual nature that are clearly embarrassing or offensive, especially when such jokes are told or carried out after the joker has been advised that they are embarrassing or offensive;
 - (ii) leering;
 - (iii) the display of offensive material of a sexual nature;
 - (iv) sexually degrading words used to describe a person;
 - (v) derogatory or degrading remarks directed towards members of one sex or one sexual orientation;
 - (vi) sexually suggestive or obscene comments or gestures;
 - (vii) unwelcome sexual flirtations, advances, or propositions;
 - (viii) unwelcome inquiries or comments about a

person's sex life;

- (ix) persistent unwanted contact or attention after the end of a consensual relationship;
- (x) requests for sexual favours;
- (xi) unwanted touching;
- (xii) verbal abuse or threats; and
- (xiii) sexual assault

(f) Complaint Procedure

- (i) This Clause does not preclude an employee from filing a complaint under Section 13 of the *B.C. Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of harassment must choose to direct a complaint to either the B.C. Council of Human Rights or to the process specified in Clause 31.03. In either event, a complaint of harassment, if included as an element of a grievance shall not be pursued through the process identified in Clause 31.03.
- (ii) The employee may submit a written complaint to the Executive Director and President of the Union, providing full particulars of the allegation, including the name(s) of the individual(s) involved, the pertinent date(s), and the wrongdoing which is alleged to have occurred.
- (iii) Upon receipt of a written complaint, and subject to (ii) above, the Executive Director and President of the Union will request John McConchie, or a mutually agreed alternate, to conduct an investigation.

- (iv) A complaint filed under this Clause will be dealt with in a confidential manner.**
- (v) An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 9--Grievance Procedure.**
- (vi) The Investigator will have the same powers as an arbitrator. The Union and Employer will share equally in the payment of fees and expenses of the Investigator.**
- (vii) The Investigator will be requested to complete their investigation within thirty (30) days, and will provide a copy of the investigation to the Employer, Union and complainant.**
- (viii) The Investigator has no authority to amend the Collective Agreement, nor to make recommendations with respect to systemic issues. The recommendations of the Investigator will be for the purpose of resolving the complaint between the complainant and respondent(s), only. Such recommendations will be implemented by the Employer and will constitute a final resolution of the complaint, binding on all parties.**

31.4 Future Legislation

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

32. TERM OF AGREEMENT

32.1 Term of Agreement

This Agreement shall be for a term of **60** months with effect from the 1st day of April **2000**, to the 31st day of March **2005**, both dates inclusive and shall remain in full force and effect from year to year thereafter unless either party, within four months immediately preceding the expiry date of this Agreement or before the 31st day of December in any subsequent year, gives to the other party written notice of desire to terminate or amend such Agreement and furnishes particulars of any changes or amendments desired to the other party on or before the 31st day of December in the year in which notice is given hereunder.

32.2 Negotiations Beyond Term of Agreement

If negotiations extend beyond the termination date of this Agreement, both parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.

32.3 Sec. 50(2) and (3) of LRC Not Applicable

It is agreed that Section 50(2) and (3) of the *Labour Relations Code* of British Columbia is not applicable to this Collective Agreement.

32.4 Effective Date of Agreement

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on the date of signing.

33. THE TERMS AND CONDITIONS OF EMPLOYMENT FOR PART-TIME EMPLOYEES WILL BE IN ACCORDANCE WITH SCHEDULE F

IN WITNESS THEREOF the Union has caused these presents to be signed by its authorized officers on its behalf and the Employer has caused these presents to be signed by its officers and in the presence of:

FOR THE UNION:

John Strohmaier
President

Robin Jones
National Representative

FOR THE EMPLOYER:

Paul Gotto
Acting Executive Director

Fred Platteel
Assistant Executive Director

Kelly Murphy Superintendent

Tony Arimare
Director, Labour Relations and
Human Resources

Sandra Noel
Manager, Employee Services
and Labour Relations

Greg Wood
Director, Negotiation Services PSERC

DATED THIS day of
the Province of British Columbia

2001, A.D., at Victoria in

SCHEDULE A

A1. WAGES AND SHIFTS

A1.01 Shifts

- (a) Employer Aim
The aim of the Employer is to maintain the current number of two platoon ambulance crews in the Province, and that additional two platoon 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.
- (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) Possible Shift Patterns
 - (i) **Alpha** - the two platoon shift pattern.
 - (ii) **Delta** - five seven hour shifts per seven day block; each shift to end on or before **2000** hours.
 - (iii) **Echo** - four scheduled 10 hour shifts each seven day block.

(iv) **Bravo, Bravo/Charlie** - four 11 hour day shifts followed by four days off; or two 11 hour day shifts, followed by two 11 hour afternoon shifts, followed by four days off; each shift to conclude on or before **0200** hours.

(v) Alpha - two 12 hour day shifts followed by two 12 hour night shifts, followed by four days off.

(e) 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.

(f) 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.

(g) 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.**
- (h) **Hourly Rate Adjustment**
- (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.**

A1.02 Wages

The salary of an employee shall be determined by adding the value of the applicable bi-weekly rates established in Schedule A1.02(b)-(f), Schedule A1.02(g)--*Supervisory Pay* and Schedule A1.02(h)--*Service Pay*.

- (a) **Effective April 1, 2000, a 1% lump sum payment will be paid to employees, based on the employee's April 1, 2000 - March 31, 2001 earnings excluding allowances (e.g. Supervisory pay and instructor's allowance).**

(b) Effective April 1, 2000 (2% general wage increase)

	0 base	1 year	2 year	3 year
Paramedic 3	\$2030.04	\$2140.72	\$2238.12	\$2269.08
Paramedic 2	\$1538.65	\$1646.49	\$1754.33	\$1873.67
Paramedic 1	\$1493.46	\$1601.31	\$1709.14	\$1828.48
EMA1	\$1401.72	\$1509.56	\$1617.39	\$1736.73
EMA/FA	\$1040.44	\$1149.31	\$1257.14	\$1376.48
Dispatcher	\$1538.65	\$1826.23	\$1934.06	\$2053.40

(c) Effective April 1, 2001 (2.5% general wage increase)

	0 base	1 year	2 year	3 year
Paramedic 3	\$2080.79	\$2194.23	\$2294.07	\$2325.81
Paramedic 2	\$1577.12	\$1687.66	\$1798.19	\$1920.51
Paramedic 1	\$1530.80	\$1641.34	\$1751.87	\$1874.20
EMA1	\$1436.76	\$1547.30	\$1657.83	\$1780.15
EMA/FA	\$1066.45	\$1178.04	\$1288.57	\$1410.89
Dispatcher	\$1577.12	\$1871.88	\$1982.41	\$2104.74

(d) Effective April 1, 2002 (2.5% general wage increase)

	0 base	1 year	2 year	3 year
Paramedic 3	\$2132.81	\$2249.09	\$2351.42	\$2383.95
Paramedic 2	\$1616.54	\$1729.85	\$1843.14	\$1968.52
Paramedic 1	\$1569.07	\$1682.38	\$1795.67	\$1921.05
EMA1	\$1472.68	\$1585.98	\$1699.28	\$1824.66
EMA/FA	\$1093.11	\$1207.49	\$1320.78	\$1446.16
Dispatcher	\$1616.54	\$1918.68	\$2031.98	\$2157.36

(e) Effective 12:01 am April 1, 2003, an adjustment equal to 1% of the wage rate for each 1% increase in the Consumer Price Index for the twelve month period preceding the date of the adjustment (i.e. February 2002 to February 2003) shall be added to and form part of the wage rates on the salary grids in Schedule A of the 12th Collective Agreement between

the parties. The adjustment shall be pro-rated for increases in the Consumer Price Index of less than 1%.

Should the Consumer Price Index in its present form and on the same basis as the Consumer Price Index Base become unavailable, the Parties shall negotiate an alternative formula. If agreement is not reached, the Parties shall request Statistics Canada to provide the appropriate conversion or adjustment which shall be applicable as of the appropriate adjustment date.

In the event Statistics Canada does not issue the Consumer Price Index on or before the applicable adjustment date, any adjustment required will be made during the first pay period after publication of the Consumer Price Index, retroactive to the applicable adjustment date. No adjustment shall be made because of any revision which may later be made in the published Consumer Price Index. If the Consumer Price Index falls below the Consumer Price Index Base, there shall be no adjustment.

“Consumer Price Index” - the Consumer Price Index - British Columbia - all items (1992 = 100).

“Consumer Price Index Base” - the Consumer Price Index for the month previous to the relevant calculated period.

- (f) Effective 12:01 am April 1, 2004, an adjustment equal to 1% of the wage rate for each 1% increase in the Consumer Price Index for the twelve month period preceding the date of the adjustment (i.e. February 2003 to February 2004) shall be added to and form part of the wage rates on the salary grids in Schedule A of the 12th Collective Agreement between the parties. The adjustment shall be pro-rated for increases in the Consumer Price Index of less than 1%.

Should the Consumer Price Index in its present form and on the same basis as the Consumer Price Index Base become unavailable, the Parties shall negotiate an alternative formula. If agreement is not reached, the Parties shall request Statistics Canada to provide the appropriate conversion or adjustment which shall be applicable as of the appropriate adjustment date.

In the event Statistics Canada does not issue the Consumer Price Index on or before the applicable adjustment date, any adjustment required will be made during the first pay period after publication of the Consumer Price Index, retroactive to the applicable adjustment date. No adjustment shall be made because of any revision which may later be made in the published Consumer Price Index. If the Consumer Price Index falls below the Consumer Price Index Base, there shall be no adjustment.

“Consumer Price Index” - the Consumer Price Index - British Columbia - all items (1992 = 100).

“Consumer Price Index Base” - the Consumer Price Index for the month previous to the relevant calculated period.

(g) **Supervisory Pay**

Effective April 1, 2000 (2% increase):

	Bi-weekly
Dispatcher 3	\$35.95
Charge Dispatcher	\$235.13
Unit Chief	\$235.13
District Supervisor	\$293.78

Effective April 1, 2001 (2.5% increase):

	Bi-weekly
Dispatcher 3	\$36.84
Charge Dispatcher	\$241.01
Unit Chief	\$241.01
District Supervisor	\$301.12

Effective April 1, 2002 (2.5% increase):

	Bi-weekly
Dispatcher 3	\$37.77
Charge Dispatcher	\$247.03
Unit Chief	\$247.03
District Supervisor	\$308.65

(h) Service Pay

Effective April 1, 2000 (2% increase):

Years Completed	Bi-weekly
10	\$17.96
15	\$35.95
20	\$53.92
25	\$71.90

Effective April 1, 2001 (2.5% increase):

Years Completed	Bi-weekly
10	\$18.41
15	\$36.84
20	\$55.27
25	\$73.70

Effective April 1, 2002 (2.5% increase):

Years Completed	Bi-weekly
10	\$18.87
15	\$37.76
20	\$56.65
25	\$75.54

- (i) **Regional Quality Improvement Coordinators**
Incumbents in these positions will be paid at the relevant base pay pursuant to A1.02 for the position plus \$230.52/bi-weekly (effective April 1, 2000 - \$235.13; effective April 1, 2001 - \$241.01; effective April 1, 2002 - \$247.04).
- (j) **Classification Changes**
Employees moving from one classification to another (except for Dispatch) will receive the rate of pay (increment level) which is closest to and higher than the wage rate they were receiving.
- (k) **On-Car to Dispatch**
Employees who transfer from crew to dispatch shall maintain a maximum of the Paramedic 2 salary until the level of dispatch salary equals or exceeds their crew salary.

A2. DISPATCHERS

A2.01 Classification

There will be four classes of Dispatcher:

- (a) **Probationary**
 - (i) New employees subject to probation as set out in this Agreement.

- (ii) **Upon completion of training, Dispatchers** will be subject to a six month probationary period during which time they may be reclassified to crew status if adjudged unsatisfactory.

- (b) Dispatcher
Probationary Dispatchers who complete their probation satisfactorily will be classified as Dispatcher.

- (c) 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.

- (d) 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 Charge Dispatchers.

A3. SUBSISTENCE ALLOWANCES

A3.01 Subsistence Allowances

It is agreed that crew members required to leave their post responding area for a period in excess of five hours and up to eight hours shall be paid an allowance of \$8.60, and crew members required to leave their normal post area for a period in excess of eight hours and up to 12 hours shall be paid an allowance of \$14.45 and for a period in excess of 12 hours in any one calendar day, each crew member shall be paid a sum total of \$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.

A3.02 Meal Allowances

Employees attending courses at the request of the Employer whose normal work station and residence is outside a 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, unless meals are provided, in which case the allowance will be reduced by the amounts outlined in Clause 22.10 for the meals provided. Employees within a 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.

A4. SUPERVISORY AUTHORITY

A4.01

Employees in supervisory positions shall have the authority to give verbal warnings, written warnings, and one shift suspensions to employees.

SCHEDULE B - HOURLY RATE ADJUSTMENTS

Pursuant to Schedule A1.01(h)(iv), the adjusted hourly rate for employees working the Alpha, Echo and Bravo shift patterns are as follows:

2001A-E-B-D

2002Alpha

2002E-B-D

2003Alpha

2003E-B-D

SCHEDULE C - PENSIONS

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 *Pension (Public Service) Act*.
- (b) Present employees employed by the Employer prior to January 1, 1976 may elect to:
 - (i) be enrolled in the *Pension (Public Service) Act*; 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 10%, may continue to be eligible for a 10% matching contribution by the Employer which they may elect to have disbursed by enrolling in the *Pension (Public Service) Act* and the Employer will make matching contributions to this plan, with the remaining balance of the Employer's 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.

SCHEDULE D - RANKING

Unit Chief and Equivalent

- (a) Where possible shall have three years plus one day service.
- (b) Must be a Paramedic 1 or better.
- (c) When available, must take course of studies in leadership, administration, Employer rules and regulations and employee relations, and pass exams on same.
- (d) If the candidate chosen does not meet the above, they will receive the remuneration as laid out in the Collective Agreement and will be considered acting until they qualify in the above.

Terms of Reference

- (a) Training Officer
Training Officer authority will extend to the training staff and persons involved in training or evaluation.
- (b) Dispatch Officer
Dispatch Officer authority will extend to those persons within the Dispatch Centre.
- (c) Crew Officer
Crew Officer authority would extend to crew members except where dispatch is classed as one of the areas of responsibility, such as where a one-position dispatch in more than one-station operation. Thus the Dispatch Officer would be under the Regional Officer of that area.
- (d) New Station
In the event that a new station is opened and by the agreement as defined in Clause 13.01(g), the new employee may receive the remuneration for the Officer's position as defined in the Collective Agreement while in an acting capacity but will not be confirmed in the position until meeting the qualifications outlined above.

SCHEDULE E - REGIONAL QUALITY IMPROVEMENT COORDINATORS

E1.00 PREAMBLE

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

E2.00 HOURS OF WORK

- (a) Hours of work will be scheduled in accordance with a shift pattern outlined in Schedule A1.01(e), interrupted only by the meal period as provided in (b) below. Employees shall receive two paid rest breaks of 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 30 minutes nor more than 60 minutes.
- (c) Employees shall not be required to work statutory holidays which are scheduled work days and Clause 18.01(c) will apply.

E3.00 SELECTION PROCESS

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

SCHEDULE F - PART-TIME EMPLOYEES

F1.00 APPLICABLE COLLECTIVE AGREEMENT PROVISIONS

The following articles and clauses of the Collective Agreement shall apply to part-time employees:

- (a) Date of Signing of Collective Agreement
- (b) Clause 1.01(a) (b) Terminology
- (c) Article 2 Management Rights
- (d) Article 3 Employees' Rights (except Clause 3.03(b))
- (e) Article 4 Union Membership Requirement
- (f) Article 5 Check-off of Union Dues
- (g) Article 6 Correspondence
- (h) Article 7 Contracting Out
- (i) Article 8 Provincial Joint Labour-Management Committee
- (j) Article 9 Grievance Procedure
- (k) Article 10 Arbitration Procedure
- (l) Article 11 Discharge, Suspension and Discipline (except Clauses 11.07, 11.08 and 11.09)
- (m) Clause 13.01(b) (c) (g) (h) Postings
- (n) Clause 13.03 Selection Process for **Supervisory Positions**
- (o) Clause 13.04 Selection Process for Full-Time Dispatcher
- (p) Clause 13.08 Grievances
- (q) Clause 18.01(a) Statutory Holidays
- (r) Clause 22.05 Instructors
- (s) Clause 22.08 Subsistence Allowance
- (t) Clause 22.09 Vehicle Allowance
- (u) Clause 22.10 Meal Allowances
- (v) **Clause 23.01 Minimum Qualification Requirements**

(w)	Clause 23.07	Continuing Medical Education
(x)	Clause 23.09(a)	EMA/FA Qualifications
(y)	Clause 24.03(d)	Group Insurance
(z)	Clause 24.04(b)	Workers' Compensation Board Claim
(aa)	Clause 24.07	Employee Assistance Program
(bb)	Clause 24.09	Rehabilitation Committee
(cc)	Article 25	Technological and Other Changes
(dd)	Clause 26.01(f)	Uniforms/JLMC
(ee)	Clause 26.01(g)	Footwear
(ff)	Clause 26.03	Personal Appearance
(gg)	Article 28	General Conditions (except Clause 28.07)
(hh)	Article 29.01, 29.02(a) 29.03(a) (b) (f), 29.04, 29.05, 29.06	Occupational Health and Safety General
(ii)	Article 31	General
(jj)	Article 32	Term of Agreement
(kk)	Article 33	Part-Time Employees
(ll)	Schedule 'A' 1.02 (a) (e) (f)	Wages
(mm)	Schedule 'A' 3.01	Subsistence Allowances
(nn)	Schedule 'A' 4.01	Supervisory Authority
(oo)	Memorandum of Understanding #13	

F2.00 LEAVE PROVISIONS

F2.01 Scheduling

Part-time employees are not entitled to paid leave other than as provided in Schedule F2.02 and F10.01.

F2.02 Death in Immediate Family

Should there be a death in a part-time employee's immediate family, while they are filling a regular shift, they will receive leave with pay at their regular rate for the remainder of such shift.

F2.03 Leave of Absence

Employees may be granted up to three months leave of absence without pay at the discretion of the Employer.

F2.04 Pay for Collective Bargaining

Up to three employees who are representatives of the Union on the Negotiating Committee may claim pay for missed regularly scheduled shifts.

A part-time representative not making a wage claim for missed regularly scheduled shifts may claim for the time of the meetings at their regular rate of pay.

F2.05 Pay for Witnesses

Employees who are called to appear as witnesses and who testify before an Arbitration or Grievance Board, may claim pay for missed regularly scheduled shifts.

F2.06 Joint Labour-Management Committee

Where a part-time employee is one of the representatives designated by the Union in accordance with Clauses 8.04 and 8.06, the employee may claim for loss of wages incurred as a result of missing regularly scheduled shifts while attending meetings of the Committee.

F3.00 QUALIFICATIONS, TRAINING AND STAFFING

F3.01 Part-Time Hiring and Availability

- (a) Employees hired subsequent to the date of signing of the 12th Collective Agreement shall be subject to the following:**
 - (i) Pursuant to Schedule F3.08, 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.
- (b) Employees hired prior to the date of signing of the 12th Collective Agreement 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.

F3.02 Training - Paramedic and Dispatch

- (a) Appropriate Paramedic training will be provided to part-time employees in specific training areas who meet the requisite requirements of the *Health Emergency Act* and/or Regulations. Employees will be offered such training on the basis of the earliest date of hire with the Employer.
- (b) Part-time employees shall be selected for dispatch training in accordance with Clause 13.04.
- (c) Employees who are unsuccessful in, or withdraw from all or a portion of a training program leading to a Paramedic or dispatch certification may not reapply for three years. Employees will return to their former post without loss of position on the short-notice rotation list.
- (d) Where required, employees will be provided the opportunity to renew their license.

F3.03 Postings

- (a) All full-time **Paramedic or EMA-FA** vacancies except those outlined in Clause 13.01(i) shall be posted in all stations 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.

The list of applicants for such postings or promotions shall be forwarded to **all stations** and the Union within 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 30 days if possible after the closing date of the advertisement.

- (b) An employee applying for a position must be physically able to perform the duties on reporting to the position by the specified date.

F3.04 Staffing

- *(a) Subject to Clause 13.01(g) should the Employer post a full-time vacancy(s) pursuant to Schedule F3.03 in which there are no applications or insufficient applications from qualified full-time employees, the part-time ^{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 vacancy(s) and where no or insufficient appointment(s) are made pursuant to Clause 13.01(d) or Schedule F3.04(a), the part-time 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.**

F3.05 Pay and Paramedic Training Expenses

- (a) Part-time employees will be paid their regular hourly rate for the time the employee is scheduled to be precepted, attending in-hospital training, or being examined during Paramedic certification.**
- (b) Part-time employees will be paid their regular hourly rate while attending scheduled training sessions related to relicensing courses.**
- (c) Part-time employees attending such 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. Where the employee's normal work station and residence is outside a (100) kilometre radius of the address where the course is being held, such employee will be entitled to accommodation in accordance with Provincial Government Regulations.**
- (d) 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) Part-time employees will be paid their regular hourly rate while attending sessions related to dispatch certification.**

F3.06 Examinations

Deleted date of signing of 12th Collective Agreement.

F3.07 Training Programs Committee

Deleted date of signing of 12th Collective Agreement.

F3.08 Work Allocation - Spareboard and On-Call Shift Coverage

- (a) Full-time and part-time employees shall submit their availability for shift coverage by an established date each calendar month.
- (b) Upon receipt of the part-time employee shift availability, the unit chief will first distribute to qualified employees the spareboard work fairly and equitably based on availability for shift coverage submitted by the part-time employees using the following formula:

Add the total number of available shifts submitted by all part-time 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 part-time employees, each part-time employee's availability submission is adjusted by eliminating:
 - (i) the part-time employee's availability for the assigned spareboard shift(s);
 - (ii) the part-time 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 full-time and qualified part-time employees utilizing the following formula:

Add the total number of available shifts submitted by all full-time and part-time 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.**

F3.09 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 senior part-time employees 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 attempts, at least five minutes apart, will be made to contact the part-time employee.**

(ii) Where a pager is used, a single attempt will be made and the part-time 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.

F3.10 No-Notice Bookoff

(a) Where a part-time employee is providing on-call shift coverage and a spareboard shift becomes available, the senior part-time employee will be offered the spareboard shift.

(b) The next available senior employee identified pursuant to Schedule F3.09(c), will be offered the available on-call shift.

F3.11 Work Allocation by Employee Category

(a) The available spareboard shifts will be assigned in the following order:

(i) available part-time employees in the post;

(ii) full-time employees in the post;

(iii) part-time employees, in and 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 part-time employees assigned to the Primary Operator;

(ii) full-time and part-time employees in the post;

- (iii) full-time and part-time employees out of the post.

F3.12 Staffing Levels

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

F3.13 Glossary of Terms

- (a) 'Date of hire' for part-time employees, establishes the means of accruing part-time 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 part-time 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 stations where an employee works a vacant scheduled shift.
- (f) 'Shift' - means on-call shifts (2 shifts per 24 hours) and spareboard shifts.

F4.00 RESIGNATION, EMPLOYMENT OBLIGATION AND PROBATION

F4.01 Deemed Resignation

Subject to Schedule F2.03, part-time employees who do not make themselves available for work for **three** consecutive months shall be deemed to have resigned from employment.

F4.02 Part-Time Employee Movements

- (a) Part-time employees are normally attached to one operator. Should they wish to move to another operator they must apply and be accepted. The successful applicant will be the applicant with the earliest date **of hire** who possesses the required qualifications.
- (b) The parties recognize that the Employer may be required to employ staff with less than the minimum qualifications. The Employer will only hire those employees with less than the minimum qualifications when no other qualified applicants exist. In these circumstances, employees will be restricted to that Operator until they have achieved the minimum standard.
- (c)
 - (i) **Part-time employees who are successful applicants with another operator, must be physically able to perform the duties on the specified reporting date.**
 - (ii) **In the event a part-time employee is unable to meet the requirements of (i) above, the Employer will accept the next qualified applicant(s).**
 - (iii) **Employees unable to report, and subject to (i) above, will be entitled to the first subsequent part-time appointment with that operator.**
 - (iv) **Employees hired after the date of signing of the 12th Collective Agreement must be able to meet the operator's availability requirements when making application with another operator.**

F4.03 Employment Obligation

- (a) All new employees will be required, at the unit chief's discretion, to undergo a period of orientation at a

mutually agreeable time before being allowed to work shifts on car. Such orientation will be with pay at the appropriate rates as laid out in Schedule F8.01 and may consist of orientation on or off car.

- (b) There is no obligation on the Employer to offer work to a part time employee until the part-time employee has been employed for a period of three months from the date of issuance of their employee number.

F4.04 Probationary Employment

- (a) All 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 six months.
- (b) 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.

F5.00 EMPLOYMENT

F5.01 Part-Time Unit Chief

Where the Employer has or institutes a service with part-time staff only, there shall be at least one part-time unit chief per station.

F6.00 HOURS OF WORK

F6.01 Callout

When a part-time employee responds to a callout, the basis of payment for such response shall be as follows:

- (a) If the call lasts four hours or less, the employee shall be paid a minimum of four hours at their regular rate of pay.
- (b) If the call runs longer than four hours and is eight hours or less, the employee shall be paid for those hours actually worked, at their regular rate of pay.

F6.02 Necessary Rest Period

A part-time employee, while filling a regular shift, shall receive a minimum of eight clear hours between overtime abutting such regular shift and the start of any subsequent regular shift.

F6.03 Employee Stranding Arising from a Regular Shift

While under the direction and control of the Employer, a part-time employee stranded and unable to return to their normal post shall be compensated at their hourly rate or overtime, as appropriate, for those hours under such direction and control.

F6.04 Employee Stranding Arising from a Call-Out

While under the direction and control of the Employer, an employee stranded and unable to return to their normal post shall continue to receive pay for the call-out. Such pay will continue only for those hours when the employee is under the direction and control of the Employer.

F6.05 Employee Stranding Expenses

When an employee is stranded and unable to return to their normal post, the Employer shall be responsible only for the usual allowances for meals and accommodations during this period.

F7.00 OVERTIME

F7.01 Overtime

Part-time employees who are required to work in excess of 84 hours [factored at the two platoon shift pattern as per Schedule A1.01(d)(i) in a bi-weekly pay period shall be paid overtime at one and a half times their regular wage.

F7.02 Overtime Resulting from Callout

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

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

F7.03 Overtime Resulting from Filling a Regularly Scheduled Vacancy

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

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

F8.00 WAGES

F8.01 Salary Schedule

- (a) (i) The regular rate of pay for part-time Paramedics shall be determined by adding the value of the applicable hourly rates established in Schedule F8.01(b)-(d), Schedule F8.01(e)--*Service Pay* and Schedule F8.01(h)--*Unit Chief - Part-Time Allowance*.
- (ii) The regular rate of pay for part-time Dispatchers shall be determined by adding the value of the applicable hourly rates established in Schedule F8.01(f) and F8.01(e)--*Service Pay*, and where applicable Schedule F8.01(g)--*Dispatch 3*.
- (b) Effective April 1, 2000 (2% general wage increase), the regular hourly rate for a part-time Paramedic shall be:

Classification	<u>Recruit</u>	<u>5 years</u>
EMA FA	\$12.50	\$16.47
EMA 1	\$16.70	\$20.70
Paramedic 1	\$17.52	\$21.51
Paramedic 2	\$18.34	\$22.32
Paramedic 3	\$22.31	\$27.01

- (c) Effective April 1, 2001 (2.5% general wage increase), the regular hourly rate for a part-time Paramedic shall be:

Classification	<u>Recruit</u>	<u>5 years</u>
EMA FA	\$12.81	\$16.88
EMA 1	\$17.11	\$21.21
Paramedic 1	\$17.96	\$22.05
Paramedic 2	\$18.80	\$22.88
Paramedic 3	\$22.87	\$27.69

- (d) Effective April 1, 2002 (2.5% general wage increase), the

regular hourly rate for a part-time Paramedic shall be:

Classification	<u>Recruit</u>	<u>5 years</u>
EMA FA	\$13.13	\$17.31
EMA 1	\$17.54	\$21.74
Paramedic 1	\$18.41	\$22.60
Paramedic 2	\$19.27	\$23.45
Paramedic 3	\$23.44	\$28.38

(e) Service Pay (per hour)

Effective April 1, 2000 (2% increase):

- completed 10 years	21¢
Or – completed 15 years	41¢
Or – completed 20 years	65¢
Or – completed 25 years	86¢

Effective April 1, 2001 (2.5% increase):

- completed 10 years	22¢
Or – completed 15 years	42¢
Or – completed 20 years	67¢
Or – completed 25 years	88¢

Effective April 1, 2002 (2.5% increase):

- completed 10 years	22¢
Or – completed 15 years	43¢
Or – completed 20 years	69¢
Or – completed 25 years	90¢

(f) Dispatch

- (i) **Effective April 1, 2000, while working as a Dispatcher, a part-time employee will be paid the following hourly rates:**

IFA - Recruit	\$14.64
IFA - 5 years	\$18.62
EMA 1 - Recruit	\$18.84
EMA 1 - 5 years	\$22.84
EMA 2 - Recruit	\$20.48
EMA 2 - 5 years	\$24.46

- (ii) **Effective August 22, 2000, while working as a Dispatcher, a part-time employee will be paid the following hourly rates:**

Recruit	\$18.32
1 year	\$21.74
2 years	\$23.02
3 years	\$24.45

- (iii) **Effective April 1, 2001, while working as a Dispatcher, a part-time employee will be paid the following hourly rates:**

Recruit	\$18.78
1 year	\$22.28
2 years	\$23.60
3 years	\$25.05

(iv) Effective April 1, 2002, while working as a Dispatcher, a part-time employee will be paid the following hourly rates:

Recruit	\$19.25
1 year	\$22.84
2 years	\$24.19
3 years	\$25.68

Employees who transfer from crew to dispatch shall maintain a maximum of the Paramedic 2 salary until the level of dispatch salary equals or exceeds their crew salary.

(g) Dispatch 3

While working as a Dispatcher 3 a part-time employee will receive a differential over and above their regular hourly rate **as follows:**

April 1, 2000	41¢
April 1, 2001	42¢
April 1, 2002	43¢

(h) Unit Chief - Part-Time Allowance

A part-time employee designated as a part-time unit chief will earn the following monthly allowance. A part-time employee designated to act as unit chief for less than one month will earn a pro-rated portion of the monthly allowance.

Effective April 1, 2000 (2% increase):

Annual Call Volume	Monthly Allowance
0 - 99	\$185.72
100 - 199	\$276.05
200 - 299	\$366.37
300 - 399	\$460.09
400 +	\$511.20

Effective April 1, 2001 (2.5% increase):

Annual Call Volume	Monthly Allowance
0 - 99	\$190.37
100 - 199	\$282.95
200 - 299	\$375.53
300 - 399	\$471.59
400 +	\$523.98

Effective April 1, 2002 (2.5% increase):

Annual Call Volume	Monthly Allowance
0 - 99	\$195.12
100 - 199	\$290.03
200 - 299	\$384.92
300 - 399	\$483.38
400 +	\$537.08

- (j) Hourly Rate for Working a Regular Scheduled Shift Part-time employees working a regular scheduled shift shall receive the shift hourly rate for all hours worked on such shift.
- (k) 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.

F8.02 Factoring

Effective November 30, 1997, the hourly rate of pay for employees working overtime pursuant to Schedule F7.01, F7.02 and F7.03 shall be based on the hourly rate of pay resulting from the shift pattern established by Schedule A1.01(d)(ii).

F8.03 On-Call Shift Coverage Pay

- (a) Effective August 1, 2001, part-time employees scheduled to be on-call shall receive \$1.00 per hour (April 1, 2002 - \$1.50 per hour; April 1, 2003 - \$2.00 per hour) for each scheduled hour on-call.**
- (b) In the event an employee is called out pursuant to F6.01 while on-call pursuant to (a) above, on-call shift coverage pay is not payable for the shift.**
- (c) On-call shift coverage pay is not considered 'earnings' as described in F16.01(a) nor considered 'work' pursuant to Schedule F7.01.**

F9.00 PART-TIME DISPATCHERS CLASSIFICATION

There will be three classes of part-time Dispatcher:

- (a) Probationary**
 - (i) New employees subject to probation as set out in this Agreement.**
 - (ii) Upon completion of training, Dispatchers will be subject to a six month probationary period during which time they may be reclassified to crew status if adjudged unsatisfactory.**

- (b) Part-Time Dispatcher**

Probationary part-time Dispatchers who complete their probation satisfactorily will be classified as part-time Dispatcher.

(c) Part-Time Dispatcher 3

In those centres that employ more than one Employer Dispatcher on any shift, the most senior part-time Dispatcher on the shift will be classified as a part-time Dispatcher 3 for the duration of the shift, excepting where a full-time Dispatcher or Charge Dispatcher is on duty in that dispatch centre.

(d) In respect of (c) above, the senior employee will be that employee with the earliest date of hire.

F10.00 COURT TIME

F10.01 Pay While Attending Court

A part-time employee who, because of actions arising from their employment with the Employer, is required to appear in court in their official capacity as an ambulance attendant, is entitled to the following:

- (a) pay for the actual time spent in court plus reasonable travelling time providing the part-time employee is not required to be at work for another employer over the duration of the court appearance. The employee shall be compensated at their regular hourly rate of pay for a minimum of four hours; or
- (b) reimbursement for wages lost as a result of the part-time employee being absent from other employment. An employer statement of wage loss and a Court certified summons is required.

A part-time employee receiving pay pursuant to (a) and (b) above shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.

F11.00 RENEWAL REIMBURSEMENTS

F11.01 O.F.A. Certificate Renewal

When an OFA certificate renewal is required by the Employer such course may be paid for by the Employer.

F11.02 Class 4 Driver's Licence Medical Examination

Upon application, the Employer will reimburse part-time employees for the cost of the medical examination associated with renewing a Class 4 licence.

F11.03 C.P.R. Instructors Course

Upon successful completion of a certified CPR Instructor's course, the Employer may reimburse the employee for the entry fee where such course is conducted by an agency approved by the Employer and upon production of at least one class list.

F12.00 EMPLOYMENT QUALIFICATIONS AND REQUIREMENTS

All part-time employees covered by this Agreement shall be required to receive immunization and booster series against poliomyelitis, tetanus, diphtheria and may also be required to receive a chest x-ray or skin test at least annually.

F13.00 UNIFORMS

F13.01 Part-Time Uniform Issue

*(a) The Employer shall ensure that all part-time employees who have been employed pursuant to Schedule F4.03 will receive a part-time uniform issue as follows:

- 1 pair trousers
- 2 shirts
- 1 tie
- 2 pair light weight socks
- 1 belt

1 pair issue boots
1 service cap

- (b) **New part-time employees will be issued a personal patrol jacket. On completion of one year's service, the employee will be issued one multi-layered jacket system upon surrender of patrol jacket.**
- (c) **Part-time employees achieving 1000 hours paid time in one year in accordance with F16.01(b) will be issued, on request, an additional shirt and pair of trousers.**
- (d) **All part-time employees in Regions 3-8 inclusive, will be issued winter boots and winter gloves on request in addition to the regular uniform issue in (a) above.**
- (e) Upon **request**, the superintendent may issue additional uniform items. Such issuance will not be unreasonably withheld.

F13.02 Uniform Maintenance

- (a) All employees shall be responsible for the normal upkeep of their uniform as per Schedule F13.02(b). The replacement of unserviceable or lost items will be made upon surrender of items, or proof of loss, if replacement is necessary as a result of normal wear. Requests for replacement shall be made through an individual authorized by the Employer (who will normally be a unit chief).
- (b) All employees shall be responsible for the normal upkeep and cleanliness of their uniforms, but in the event that the uniform becomes abnormally soiled during the normal course of duty, the employee shall be reimbursed for cleaning expenses by the Employer upon presentation of receipts.
- (c) Female Dispatchers may take as an option one skirt in lieu of one pair of trousers.

- (d) All items of uniform shall remain the property of the Employer. Employees shall wear the uniform provided by the Employer while on duty.

F14.00 ALLOWANCES

F14.01 Pay for Acting Capacity

Part-time employees who are duly appointed by the Employer to perform temporarily functions other than or in addition to those which they normally perform shall be paid for these additional or other duties at the rate set forth in this Agreement. Such appointments shall not normally be made for periods of less than two weeks.

F14.02 Transportation for Duty

Part-time employees who are required to report to locations other than their normal post 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.

F15.00 PART-TIME EMPLOYEE LISTS

On a monthly basis, commencing with the signing of the Agreement, the Employer shall provide the Union with a listing of all new part-time employee hires.

F16.00 BENEFITS

F16.01 Benefits

- (a) Part-time employees shall receive 17% over and above earnings in lieu of all benefits including vacation.
- (b) **Effective April 1, 2002, part-time employees will be covered by the benefits outlined in F16.01(b)(i) after either:**

achieving 1000 or more paid hours in the previous year (expires March 31, 2004); OR

having achieved six years service as a part-time employee and worked 96 shifts of spareboard or on-call coverage in the previous accrual period (one year)

- (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) Part-time employees **entitled to the foregoing will not receive the payment outlined in F16.01(a), but shall receive 6% in lieu of vacation.**
- (iii) This benefit plan is mandatory for part-time employees **who qualify pursuant to F16.01(b).**
- (c) Part-time employees who have **not qualified for benefits pursuant to F16.01(b) above shall be covered by \$20,000 occupational accidental death and dismemberment insurance.**
- (d) **Part-time employees who qualify for benefits pursuant to Schedule F16.01(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.**

F17.00 SHIFT PATTERNS

The shift patterns as described in Schedule A 1.01(d)(e) and (f) will apply to part-time employees when they are scheduled into vacant shifts.

F18.00 PROVINCIAL AND DISTRICT JOINT OCCUPATIONAL HEALTH & SAFETY COMMITTEE

F18.01

- (a) **Where a part-time employee is a designated committee member, and where such employee is not otherwise in receipt of pay pursuant to Schedule F6.00 or F8.01(f), the employee shall be entitled to a minimum four hours pay at their regular rate of pay, while conducting Committee business.**
- (b) **Pursuant to Schedule F3.01(a)(i), a part-time employee will be credited with one availability for each committee meeting attended.**

F19.00 SEASONAL AND TEMPORARY POSITIONS

F19.01 Employees hired for seasonal staffing purposes, or to cover a temporary staffing shortfall, shall be limited to that purpose. At the conclusion of the season, or where the staffing shortfall has ended, such employees will be laid off, except that these employees may thereafter use their date of hire for a period of six months to apply for part-time vacancies. Schedule F16.01 does not apply to such employees.

MEMORANDUM OF UNDERSTANDING #5 Re: 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** years which may be extended by mutual agreement. These provisions may be terminated by either party following this continued trial period.

1. An employee may elect to bank overtime hours on the

basis of one hour banked for each hour overtime worked to a maximum of hours equal to two blocks of the employee's normal shift pattern.

2. Time off may be taken in full shift increments, at a time mutually agreed by the employee and the Employer.
 3. 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.
 4. Banked hours may be accumulated by:
 - a) extended tour of duty (16.03)
 - b) completion of call (16.02)
 - c) extra shifts (16.04)(a)
 5. 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.
 6. Administrative procedures will be established by the Employer following discussions at Joint Labour-Management Committee.
 7. Pay notification will include a balance-to-date of banked overtime hours.
 8. Accumulated time off may be used to top up the short term disability plan benefits at the employees discretion.
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MEMORANDUM OF UNDERSTANDING #13
Re: Standards Committee

The Employer establish an ongoing Standards Committee consisting of six persons:

- 2 Medical Doctors;
- 4 **Paramedics** consisting of at least one **Paramedic 2** and one **Paramedic 3**, elected by and from the Regional Standards of Care Committees.

The Committee will review:

1. the current curriculum;
2. the standards of patient care delivery

and make recommendations to the Employer regarding the above.

The Committee will initially determine the terms of its members and determine necessary resources which may be required, including a professional educator. The Committee will report on a regular basis to the Executive Director and its activities will be reviewed on an ongoing basis at Joint Labour/Management Committee meetings.

The Committee shall meet at least once a year.

MEMORANDUM OF UNDERSTANDING #17
Re: The Special Tribunal on Workload and Staffing

The Employer and Union agree to establish a Tribunal to consider, review and monitor on an ongoing basis, matters related to workload, response times and work distribution.

The objective of the Tribunal is to assure workloads, work distribution and pre-hospital service to the public is at a safe and appropriate level. In this regard, the parties commit to objectively pursue the best interests of the patients, considering employee wellness, forward thinking labour relations and realistic economic parameters.

To ensure a stable environment for the term of the 12th Agreement, the following principles will apply for the term of the Agreement:

1. The minimum number of full-time positions will be set, effective the date of signing of the 12th Collective Agreement;
2. Post workforce reduction will only occur through attrition;
3. No full-time employee(s) will be transferred against their will to achieve post downsizing.

Membership

The tribunal will be comprised of five members, two from each party and the Chair, Mr. Vince Ready.

The parties will share equally the costs incurred by the Chair. The Employer will grant time off with pay to Union appointees to attend meetings of the Committee and will, in addition, pay travel, meals and accommodation.

Mandate

The Tribunal will meet within 21 days of the date of signing of the 12th Collective Agreement to establish the Committee mandate. The Chair will facilitate the parties reaching agreement on mandate and may make recommendations to the parties in that respect.

The mandate will include assessing service demands while recognizing that many factors may affect resource requirements including but not limited to:

Unit hour utilization
Response times Geo-
Codes analysis Dispatch
policies
Types of service demand-transfer/pre-hospital

Station location within a post Availability of full-function CAD

Special Tribunal Undertaking

Given the broad jurisdiction of the Tribunal, the availability of information is required. To that end the Employer agrees to make available to the Tribunal, statistical information, data, policies, etc. required by the Tribunal in its deliberations.

There are many factors, which must be considered when addressing workload and staffing issues. It is agreed that either party may introduce for Tribunal consideration, measurement methodologies and theories that may assist in Tribunal deliberations.

Reports of Tribunal

Recommendations or reports of the Tribunal will be submitted to the appropriate ministry of government. The parties may append alternative opinions where appropriate.

This memorandum will remain in effect during the term of the 12th Collective Agreement.

The following memoranda were deleted date of signing of the 12th Collective Agreement:

- **MEMORANDUM OF UNDERSTANDING #1
SUPPLEMENTAL UNEMPLOYMENT BENEFIT
PLAN - MATERNITY/PARENTAL LEAVE**
- **MEMORANDUM OF UNDERSTANDING #2
Re: Patient Transfer Service**

- **MEMORANDUM OF UNDERSTANDING #4**
Re: Accreditation
 - **MEMORANDUM OF UNDERSTANDING #9**
Re: Casuals
 - **MEMORANDUM OF UNDERSTANDING #11**
Re: Continuing Medical Education (CME) as
Replacement for Existing Recertification Process
 - **MEMORANDUM OF UNDERSTANDING #12**
Re: Pre July 1, 1974 Employees
 - **MEMORANDUM OF UNDERSTANDING #14**
Re: Staffing & Work Distribution Committee
 - **MEMORANDUM OF UNDERSTANDING #16**
Re: Other Occupational Activity
 - **LETTER OF INTENT - CRITICAL INCIDENT**
STRESS
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The following memoranda expired March 31, 2001:

- **MEMORANDUM OF UNDERSTANDING #3**
Expedited Arbitration
- **MEMORANDUM OF UNDERSTANDING #6**
Re: Allocation of Work
- **MEMORANDUM OF UNDERSTANDING #7**
Re: Dual Trained Employee
- **MEMORANDUM OF UNDERSTANDING #8**
Re: Posting of EMA III Vacancies
- **MEMORANDUM OF UNDERSTANDING #10**
Re: Irregularly Scheduled Employees

- **MEMORANDUM OF UNDERSTANDING #15**
 - **MEMORANDUM OF UNDERSTANDING #F1
Shift Patterns/Part-Time Employees**
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LETTER OF INTENT - RE: STANDARDS OF CARE COMMITTEE

The Employer supports the concept of Regional Standards of Care Committees.

It is recognized that a Standards of Care Committee can, through professional peer review, make recommendations to the medical coordinator in respect of such matters the Committee deems appropriate to the continued provision of high standards of pre-hospital care.
