

WITHOUT PREJUDICE OFFER

MEMORANDUM OF SETTLEMENT

BETWEEN:

BRITISH COLUMBIA EMERGENCY HEALTH SERVICES

("Employer")

AND:

AMBULANCE PARAMEDICS OF BRITISH COLUMBIA, CUPE LOCAL 873

("Union")

(Collectively the "Parties")

(Re: Regular Part-Time Unit Chiefs Policy Grievance #18110015)

WHEREAS:

- A. The Parties implemented the Universal Hourly Rate ("UHR") Pay Scale as of April 2017. The UHR Pay Scale merged wage rate scales for each job classification and eliminated the Unit Chief monthly allowance.
- B. For on-call Unit Chiefs, the UHR wage rate was implemented in two separate phases, as per Schedule F. F5.00 stated that "[e]ffective the first pay period after April 1, 2017, the On-Call Unit Chief Allowance will continue at 50% of the monthly allowance value in addition to the 50% UHR Unit Chief Rate of pay for their appropriate qualification, classification, service and experience" and that "[e]ffective the first pay period after April 1, 2018, the On-Call Unit Chief Allowance will be replaced 100% by the Unit Chief UHR based on qualification, classification, service and experience."
- C. For Regular Part-time employees, the UHR wage rate was implemented as of April 2017.
- D. In June 2018, the Union discovered that the Employer had in some cases not been paying the UHR Unit Chief Rate for all hours worked by Regular Part-Time Community Paramedics ("CP") Unit Chiefs. Rather, the Union understood the Employer had been paying affected employees as Regular Part-time PCP-IV CPs for some hours and On-Call Primary Care Paramedic IV-Unit Chiefs ("PCPIV-UC") for other hours. The Union also discovered the Employer had failed to post vacated On-Call or PCPIV-UC positions in some stations.
- E. As a result, on June 18, 2018 and September 6, 2018, the Union raised the issues with the Employer; however, the Employer did not provide any response.

- F. On November 30, 2018, the Union filed policy grievance #18110012, alleging in part a violation of Article 1.01 (h) that only permits employees to hold one status, posting and selection provisions and the UHR Unit Chief rate of pay (the “Policy Grievance”).
- G. During the 2019 round of bargaining, the Parties resolved the issues going-forward. The Employer confirmed it corrected the error referred in paragraph D above as of January 10, 2020. The Employer also committed to posting vacant PCPIV-UC positions in the affected stations during transition of station to Scheduled On-call staff model.
- H. The Parties scheduled a hearing to address the unresolved issues arising from the Policy Grievance on October 13 and 14, 2020, including but not limited to paying affected employees the PCPIV-UC rate for all hours worked.
- I. The Parties wish to resolve the Policy Grievance.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree on a with prejudice basis as follows:

1. The Parties agree affected employees are all those employees who held Regular Part-time CP/ On-call Unit Chief positions and were not paid the Regular Part-time PCPIV-UC rate of pay for all hours worked.
2. The Employer agrees to retroactively compensate all affected employees at the PCPIV-UC UHR rate of pay for all hours worked from the start of the first pay period after April 1, 2018 to January 9, 2020.
3. The Employer agrees to retroactively and prospectively pay all affected employees, any outstanding GWI and CP increase, effective the first pay period after April 1, 2019, as per paragraph 2 (a) and (c) of the September 3, 2019 Memorandum of Settlement .
4. The Employer agrees to pay \$500 for each affected employee who held Regular Part-time CP/On-call Unit Chief positions in 2016 and 2017 to a maximum of \$1000.
5. The Employer agrees that it has reviewed its payroll system and identified the following affected employees:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	

6. Notwithstanding the list of affected employees in paragraph 5, the Employer agrees that should either party identify any additional affected employees, they will be provided the same compensation as outlined in paragraphs 2-4 above
7. The Employer agrees if any employee was not paid the appropriate Unit Chief allowance/stipend prior to April 2018, they will pay that amount to such employees.
8. The Parties agree Arbitrator Ken Saunders will remain seized of the matter, including the interpretation, application, administration and/or alleged violation of this Agreement.
9. This Agreement constitutes full and final resolution of the Policy Grievance.

IN WITNESS THEREOF the Parties have entered into this Settlement Agreement.

Dated this 13 day of October 2020 in the City of Vancouver in the province of British Columbia.

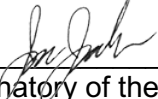
BC Emergency Health Services



Per: _____
Authorized Signatory of the Employer Signature

Name (Please Print)

Ambulance Paramedics of BC, CUPE Local 873



Per: _____
Authorized Signatory of the Employer Signature

Name (Please Print)