

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: On Call and Regular Part Time to Full Time UHR Rate Policy Grievance #19060017)

WHEREAS:

- A. The Parties implemented the Universal Hourly Rate ("UHR") Pay Scale (the "Wage Grid"), as of April 2017 and agreed to Letter of Understanding #66 regarding the application of the UHR Pay Scale on April 12, 2017 (revisions June 2, 2017), which was appended to the 2014 Collective Agreement;

- B. In December 2018, the Parties agreed where on-call and/or regular part-time employees moved to full-time status, they would be credited with one-year of work for purposes of placement on the Wage Grid if they had accumulated 975 hours or more since their last wage increase based on 1950 hours per year and part-time adjusted date of hire. (the "December 2018 Agreement");

- C. In March 2019, the Union discovered that the Employer had failed in some cases to retroactively (to April 7, 2017) credit on-call and/or regular part-time employees moving to full-time status with their one-year of work for purposes of placement on the Wage Grid even though those employees had accumulated 975 hours or more of work since their last wage increase based on 1950 hours per year and part-time adjusted date of hire.;
- D. The Union also discovered that the Employer was calculating the wage increments under the Wage Grid from the first day an employee worked as a full-time employee, rather than the seniority date;
- E. The Union further discovered that the Employer was calculating vacation accrual from the first shift an employee worked as a full-time employee, rather than the seniority date;
- F. As a result, the Union filed a policy grievance (the "Grievance") alleging that the Employer breached the 2014 Collective Agreement and Letter of Understanding #66;

G. The Parties then entered into the 2019 Collective Agreement and incorporated the December 2018 Agreement and Letter of Understanding #66 into Article A1.03 of Schedule A.

H. The Employer and the Union wish to resolve the Grievance on a without prejudice basis.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree on a without prejudice basis as follows:

1. The Employer agrees that Article A1.03(g) of Schedule A in the 2019 Collective Agreement accurately reflects the Parties' agreement as to the practice retroactively applied to April 7, 2017.
2. The Employer agrees to place affected employees who have moved from on-call and/or regular part-time status to full-time status and have not received credit for 975 or more accumulated hours on the correct UHR Pay Scale, as per A1.03(g) of the Collective Agreement, and pay any monies owed to such employees by December 31, 2020.
3. The Parties agree that the seniority date and start date for full-time employees is calculated from the first day an employee commences full-time employment for individual hires. For group hires on a posting with multiple start dates, the seniority date is based on the first day worked by the first employee on that posting, not necessarily the date an individual employee worked their first shift.
4. Subject to the provisions that follow, the Parties agree that the Employer can calculate vacation accrual and wage increments from the date the employee worked their first day as a full-time employee.

5. Notwithstanding paragraph 4 and for clarity, as per Article A1.03 (a), (b), (d), (g) and Article 22.04 of the 2019 Collective Agreement, wage increments are initially calculated from part-time adjusted date of hire and employees who move from on-call and/or regular part-time status to full-time status retain all increments, and receive all credits, previously earned in their on-call and/or part-time positions subject to A1.01(g). However, after moving into a full-time position, all subsequent increases in the wage increments will be based on paragraph 4.

6. The Parties agree that the difference between the first and last start dates specified by the Employer within a group hire should not exceed 10 days. Where the start date specified by the Employer for an employee is more than 10 days after the start date of the first employee in the group hire, the date established for wage increments and vacation accrual will be set at the date that is 10 days after the start date of the first employee in the group hire.
7. Where the Employer determines start dates will be significantly different, the Employer will post the positions separately and will not utilize Article 13.01 (g) of the 2019 Collective Agreement.

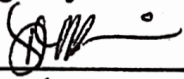
8. Notwithstanding paragraph 6 above, an employee's probation period does not begin, nor is an employee entitled to any leave provisions or other full-time benefits, including Leaves under Article 20 (Sick Leave) or 21 (Leave of Absence) until after their first day worked as a full-time employee or such other time specified in the Collective Agreement or the Benefits Booklet.
9. For employees unable to start work on the date specified by the Employer, their seniority date and start date shall normally be their first day worked as a full-time employee. For such employees, the Parties agree that this is the date that is used for vacation accrual and wage increments.
10. The posted start dates in a group hire posting will not span two calendar years. For clarity, the Employer agrees not to post in the end of a calendar year for start dates that are split over December of the current calendar year and January of the following calendar year. Individual start dates may, however, span two calendar years where individual circumstances so require.
11. The Parties agree that for the purposes of Article 12.01(e) of the 2019 Collective Agreement, an employee returning to full-time status from on-call/regular part-time status, or a regular part-time employee moving to full-time status, who is credited with earned seniority from prior service as a full-time or regular part-time employee, shall receive the annual vacation entitlement under Article 19 in accordance with the years of seniority credited.
12. The Parties agree that this Memorandum of Settlement is a settlement of the Grievance and a temporary without prejudice interpretive aid and the Parties will address the issues herein during the next round of Collective Bargaining. Accordingly, the Parties agree that this Memorandum of Settlement shall expire upon conclusion of a renewal collective agreement and shall be of no force or effect going forward.
13. The Parties agree to meet and seek a mutually acceptable resolution if either Party discovers any unintended consequence arising from the Memorandum of Settlement that were not previously considered and/or discussed.
14. The Parties agree that nothing in this Memorandum of Settlement amends or changes the 2019 Collective Agreement, and that this Memorandum of Settlement is entered into without prejudice to any of the parties' positions in the Grievance.
15. In the event the Parties do not address the issues herein further to 12 above, the Union will not be estopped from, and the Employer will not object to, the advancement of a fresh grievance on the issues herein following the conclusion of a renewal collective agreement. The Employer further agrees it will not object to the union seeking to expedite such a grievance.
16. The Parties agree Arbitrator Ken Saunders will remain seized of the matter, including the interpretation, application, administration and/or alleged violation of this Agreement.

17. This Agreement constitutes full and final resolution of the Grievance.

IN WITNESS THEREOF the Parties have entered into this Memorandum of Settlement.

Dated this 14 day of September 2020 in the City of Vancouver in the province of British Columbia.

BC Emergency Health Services

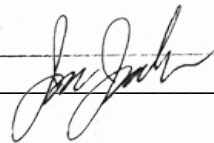
Per: 
Signature
Jarlene Mackinnon
Name (Please Print)

FOR HEABC

Ryan Goldvine

Sept 15 / 2020

For the Union


Jason Jackson
Name