

## **Negotiations Resolutions**

**NEGOTIATIONS 2018-01**

**WHEREAS:**

Kilo crews are often kept out well past the scheduled end of their shift.

**AND WHEREAS:**

This leads to fatigued crews and anyone doing an extended tour of duty should receive overtime pay.

**THEREFORE, BE IT RESOLVED:**

Kilo crews out past the end of their scheduled shift be paid overtime rate until such time they return to quarters.

Submitted by: Dave Hutton

Seconded by: Clinton Roberts

CARRIED

DEFEATED

**NEGOTIATIONS 2018-02**

**WHEREAS:**

CUPE 873 is committed to the promotion of the health and wellness of its members.

**AND WHEREAS:**

Article 21.26 allows members to book off the remainder of a shift following a critical incident at the discretion of the Unit Chief.

**AND WHEREAS:**

Members may need more than the remainder of a shift to allow time to diffuse from a critical incident. Call's may happen towards the end of a shift, or put a member into overtime, and the member may be required to return to their next shift within 12 hours or less.

**AND WHEREAS:**

Although our members have the ability to put in for a Worksafe claim for time loss for an occupational stress injury, many members do not for the one or two shifts they might miss following a critical incident. Many members fear or misunderstand the Worksafe process and are fearful they will lose wages that will not be recovered due to denied claims and as such, continue to work despite the negative effect this may have on their mental health.

**THEREFORE, BE IT RESOLVED:**

That CUPE 873 negotiate language into the Collective Agreement that permits members to take (in addition to the balance of the shift) at minimum a subsequent shift immediately following a critical incident at no loss of pay to the member.

Submitted by: Jessica Chilton

Seconded by: Dave Deines

CARRIED

DEFEATED

**NEGOTIATIONS 2018-03**

**WHEREAS:**

CUPE 873 is committed to the health and wellbeing of its members.

**AND WHEREAS:**

There is currently no Collective Agreement language that allows, permits, or guarantees a member any immediate time to take a break or diffuse following a critical incident.

**AND WHEREAS:**

As per Article 21.26, a member may take the balance of a shift off at the discretion of their Unit Chief following a critical event. This may not be necessary following every critical event for every member, however, there is no other protected language that provides our members with an option to take an appropriate amount of time before being given another call.

**AND WHEREAS:**

Our chronically understaffed and under-resourced service often means crews are dispatched directly from one critical event to the next without any sort of break in between events.

**THEREFORE, BE IT RESOLVED:**

That CUPE 873 negotiate a provision that allows members a minimum one-hour break after clearing the hospital or scene of a critical event.

Submitted by: Jessica Chilton

Seconded by: Dave Deines

CARRIED

DEFEATED

**NEGOTIATIONS 2018-04**

**WHEREAS:**

Work/life balance is important to the wellbeing of employees and being forced to take training on days off without proper remuneration upsets that balance.

**AND WHEREAS:**

23.03 reads as follows:

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.

(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.

**THEREFORE, BE IT RESOLVED:**

The negotiating committee be directed that in the next round of bargaining, Articles 23.03 (a) and 23.03 (d) be deleted from the Collective Agreement.

**FURTHER BE IT RESOLVED:**

This is a strike issue.

Submitted by: Darrel Cragg

Seconded by: Jason Hannan

CARRIED

DEFEATED

**NEGOTIATIONS 2018-05**

**WHEREAS:**

There are two separate seniority lists dividing the part time staff from the fulltime staff.

**AND WHEREAS:**

This discounts hours worked by part time employees in rural areas to staff cars, and gives staffing preference to full time employees, with less seniority, to new or vacant positions

**THEREFORE, BE IT RESOLVED:**

That a unified seniority list based on hours worked— 1820 annual hours equals one-year seniority—be created, with a 4-hour minimum given for Kilo shifts, regardless of callouts. Any hours over the 1820 are not calculated, allowing for only one year of seniority accrual in a calendar year (hire date to hire date), and following rules already in place for full time seniority in regard to different types of leave (i.e. maternity and education)

Submitted by: Desiree Profili

Seconded by: Gretchen Bonegardener

CARRIED

DEFEATED

**NEGOTIATIONS 2018-06**

**WHEREAS:**

Working depaired means having two different license levels work together as partners on an ambulance.

**AND WHEREAS:**

The level of care the ambulance is deemed capable of providing by the employer is that of the highest license level held by one of the paramedics on the ambulance. Ultimately, this means that one paramedic is solely responsible for many patient care decisions. This adds increased stress and challenges to our already challenging jobs.

**AND WHEREAS:**

It is not best practice or in the best interest of patient care and safety to depair an ambulance.

**AND WHEREAS:**

Depairment has become a chronic scheduling practice by the employer - particularly on Advanced Life Support Ambulances.

**THEREFORE, BE IT RESOLVED:**

That CUPE 873 seek to negotiate a premium to be paid to any member working in a depaired configuration (this includes CCP paired with an ACP or PCP, an ACP paired with a PCP, or PCP paired with an EMR).

Submitted by: Jessica Chilton

Seconded by: Cameron Eby

CARRIED

DEFEATED

**NEGOTIATIONS 2018-07**

**WHEREAS:**

Fox/Kilo and overtime is not pensionable.

**THEREFORE, BE IT RESOLVED:**

All extra work is pensionable.

Submitted by: Jason Murray  
Seconded by: Chris Anderson

CARRIED

DEFEATED

**NEGOTIATIONS 2018-08**

**WHEREAS:**

Our Members are possessed of the skills, aptitude, and desire to serve the global community, especially developing nations, in times of crisis or disaster;

**AND WHEREAS:**

Canadian and International NGOs that provide disaster assistance and humanitarian crisis response must be able to deploy volunteers rapidly and with short notice to affected areas.

**THEREFORE, BE IT RESOLVED:**

CUPE 873 negotiate language to provide on call, part time, and full time members with Humanitarian Assistance / Disaster Relief Leave, to join international deployments of relief organizations that are registered charities or that have affiliates that are registered charities in Canada, under similar terms as the existing leave for Canadian Forces deployments.

Submitted by: Russel Lyster  
Seconded by: Robert Wilcox

CARRIED

DEFEATED

**NEGOTIATIONS 2018-09**

**WHEREAS:**

Once CUPE 873 members retire they lose all health and medical benefits.

**AND WHEREAS:**

Studies have highlighted many ongoing medical and health issues related to working in emergency services, the stressors of dealing with death and dying on a daily basis, working shift work, long hours and putting our lives at risk on a daily basis.

After a career of being in this type of environment many of us have developed health issues directly related to our job stressors. These health issues don't disappear once we retire, but what does disappear is our health benefits package.

**THEREFORE, BE IT RESOLVED:**

That APBC seek to develop a benefits package for retired members.

Submitted by: Dan Carlson

Seconded by: Kelly Ross

CARRIED

DEFEATED

**NEGOTIATIONS 2018-10**

**WHEREAS:**

Paramedic crews working the alpha pattern often relieve the outgoing shift prior to the scheduled end of said shift as a good will gesture and camaraderie, that is unpaid. This is saving the employer a suspected exorbitant amount of money in overtime.

**THEREFORE, BE IT RESOLVED:**

That the employer pay the incoming crew the amount of agreed-to pre-shift pay (overtime or straight time) to the incoming crew if and only when a call comes in before the start of the incoming crew's shift/end of the outgoing crew's shift, within the agreed to time frame. No penalty/shift reduction to the outgoing crew.

Submitted by: Nancy Patrick

Seconded by: Gurbir Dherari

CARRIED

DEFEATED

**NEGOTIATIONS 2018-11**

**WHEREAS:**

Recruitment and retention is a chronic problem for many EMS services across Canada-BCEHS included.

**AND WHEREAS:**

It is the Union's mandate to "advocate for improved working conditions, health and economic status for our membership."

**THEREFORE, BE IT RESOLVED:**

That the Union attempt to negotiate a Labour Market Adjustment for any position that they are able to demonstrate has a recruitment or retention problem or is considered "hard to attract".

Submitted by: Jessica Chilton

Seconded by: Cameron Eby

CARRIED

DEFEATED