

CONFIDENTIAL



2022 – 2025

**Ambulance Paramedics and Ambulance Dispatchers Bargaining Association
Collective Agreement:
Summary of Collective Agreement Changes**

January 2023

**2022-2025 Ambulance Paramedics and Ambulance Dispatchers Bargaining Association
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PREAMBLE

The following sets out the elements of the tentative agreement reached between HEABC and the Ambulance Paramedics and Ambulance Dispatchers Bargaining Association on January 6, 2023. This document provides in detail the new or changed provisions of the collective agreement. Each of the new or changed provisions includes an “Interpretation/Comment Section” to assist with clarifying the impact of the provision.

Unless specifically stated in the Interpretation/Comment section, all provisions of this tentative agreement shall come into full force and effect the date of ratification unless otherwise specified in the collective agreement.

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PREAMBLE

Change Collective Agreement Language
[...]

WITNESSETH THAT

WHEREAS the parties acknowledge with gratitude that they, and their members, work on the traditional, ancestral, and unceded territory of BC First Nations who have cared for and nurtured these lands from time immemorial. The parties acknowledge the pervasive and ongoing harms of colonialism faced by Indigenous peoples. These harms include the widespread systemic racism against Indigenous peoples as users, patients, and staff in BC's healthcare system, as highlighted in the 2020 In Plain Sight report. We are committed to confronting and healing the systemic racism underlying this system in our provision of healthcare services.

WHEREAS the purpose and intent of this Agreement is to secure for all concerned the benefits of collective bargaining and to ensure for the community a high standard of emergency health services at all times,

NOW THEREFORE THE PARTIES HERETO AGREE TO COOPERATE AND ABIDE BY THE TERMS AS HEREINAFTER SET FORTH

ARTICLE 12.01 – SENIORITY

Change Collective Agreement Language

12.01 SENIORITY

(a)

(i) The Employer shall maintain a seniority list for Full-time and Regular Part-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 will adjust Regular Part-Time employees' seniority dates four times annually based on their total straight-time hours worked. For clarity, this means that Regular Part-Time employees working fewer than 487.5 straight-time hours per three-month period will have their seniority date moved forward proportionally to the number of straight-time hours worked in that three-month period.

~~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) Regular Part-time employees can only accrue a maximum of 1.0 FTE seniority annually.

(iv) A Regular Part-time employee's adjusted seniority date will remain in effect for the duration of the three-month period. For clarity, the Employer is not required to adjust the seniority date for Regular Part-time employees for any purpose during each three-month period.

(b) Leaves of absence up to three (3) months, or leaves of absence on compassionate grounds, leaves of absence due to disability or leaves of absence granted under Article 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 Article 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.

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- (e) Full-time and Regular Part-time employees may apply to an On-call position using their original Date of Hire.
- (i) Such employees will retain any earned seniority, to be credited if that employee successfully returns to Full-time status.
 - (ii) Such employees may bid on other On-call positions, Regular Part-time positions or Full-time positions using their original Date of Hire.

Add the Following LOA to the Central Repository

LETTER OF AGREEMENT

Between

HEALTH EMPLOYERS ASSOCIATION OF BC

("HEABC")

And

**AMBULANCE PARAMEDICS AND AMBULANCE DISPATCHERS BARGAINING
ASSOCIATION**

("APADBA")

(Collectively the "Parties")

RE: Consolidation of Regular Part-time and Full-time Seniority

Whereas:

- A. The Parties have tentatively agreed to new collective agreement language that, if ratified, will establish a process for combining the seniority lists for Full-time and Part-time employees.
- B. To ensure that the seniority consolidation is meeting the Parties' objectives, the Parties wish to establish conduct a joint review the outcomes of the new consolidation language.

Accordingly, the Parties have agreed to the following:

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1. The Parties will meet to review the effects of the consolidation of the Regular Part-time and Full-time seniority lists prior to the expiry of the 2022-2025 Collective Agreement.
2. The Parties will work together to determine whether there are any mutually agreeable adjustments to the consolidation process or collective agreement language.
3. This Letter of Agreement will be placed into the Central Repository. It will expire and be removed upon completion of the review outlined above.

ARTICLE 13 – SELECTION

Revised Collective Agreement Language

13.01 POSTINGS

(a) General

- (i) The Employer shall post electronically all new full-time and regular part-time vacancies, all proposed promotions and all paramedic training program vacancies for a minimum of fourteen (14) days before any such vacancies are filled or any promotions effected. It is understood that all applications must be made electronically pursuant to the posting requirements.

The Employer will post the Applicant Lists on the intranet of the Employer. Each Applicant List shall include the following information in respect of each individual applicant: the "PHSA number" (which is the applicable employee number used in the recruitment process), seniority date, current employment status (i.e.: Full-time, Regular Part-time, On-call); and a numeric column identifying the applicant's placement on the specific Applicant List. The Applicant's name or other identifying information shall not appear on the Applicant List.

The Employer will endeavor to notify all stations and the Union of the successful applicant within thirty (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.
- (iii) For the purposes of postings, the parties agree that the term "qualified" means that an applicant has achieved certification from an accredited training agency and holds a paramedic license to practice at the applicable level in the province of British Columbia, at the time of application. Applicants must provide proof of these requirements to the Employer in making an application to posting. The Employer shall provide copies of the applicant's paramedic license for a posting to the Union upon request. For a Dispatcher or Call-Taker position, "qualified" means that the applicant has achieved sign-off in accordance of Article 13.04(a).
- (iv) For full-time postings, with the exception of bargaining unit applicants who were employees on or before September 11, 2004, "qualified" includes the capacity to pass a fitness test.

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- (b) It is further understood where employees are absent from their places of employment for periods of longer than fourteen (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 in accordance with the Employer's policy.
- (c) Selection
- (i) Except for postings in accordance with Articles 13.01(f), 13.02, 13.03, 13.04, or 13.05, the successful applicant to postings for vacancies shall be:
- In the following order:
- (i) Qualified bargaining unit applicants on the full-time seniority list, in order of earliest full-time seniority date with the Employer.
- (ii) Qualified bargaining unit applicants on the on-call seniority list, in order of earliest date of hire with the Employer.
- (iii) Qualified external applicants.
- (ii) Where there are no qualified or insufficient qualified applicants for a Paramedic position pursuant to (c)(i) above, and Schedule E3.04(a), the successful applicant(s) shall be selected for training pursuant to Article 13.05, or Schedule E3.04(b).
- * For Critical Care Paramedic training selection, see LOA #09 – Critical Care Paramedic Selection.*
- (iii) Employees who are appointed to full-time positions pursuant to Article 13.01(c) or Schedule E3.04(a) may not apply for a promotion nor can they accept a promotion until they have completed their probationary period. This restriction will not apply to a Fulltime Irregular Employee moving to a Full-time Regular position (or vice versa) within a classification and within the same post.
- (d) No member of the Union shall be bumped from their post, except in the event of layoffs in accordance with Article 14.01.
- (e) 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 Article 13.03.
- In remote and single-station Urban communities, the Employer may cluster stations, either through vacancies or attrition, with mutual agreement of the Union.
- (f) Posts of Less Than Twenty-Five Full-Time Equivalent
- These positions, where available, shall be filled in the following manner:

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- (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 Article will be addressed at the PJLMC.
 - (ii) The local On-call or Regular 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 on-call or Regular Part-time staff, for the next two (2) 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 on-call staff or Regular Part-time, alternatively, in accordance with Article 13.01 (f)(i) and (ii).
- (g) If a vacancy arises in a location within ninety (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 one-hundred twenty (120) days of the closing date of the initial posting.
- (h) 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.
- (i) Employees shall have a minimum of eight (8) hours free from work prior to writing examinations or attending interviews for promotional opportunities pursuant to Articles 13.03, 13.04 and 13.05.
 - (j) Pursuant to Article 13.01(c)(ii), employees who fail to complete the Paramedic training course, will be appointed to a Paramedic vacancy as appropriate.
 - (k) Post shuffles will occur in accordance with the Post Shuffle Guideline Document.

[...]

13.03 SELECTION PROCESS FOR SPECIALIZED PRACTICE OR SUPERVISORY POSITIONS

For the selection of Specialized Practice or Supervisory positions:

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- (a) The Employer shall first consider applicants who meet the following eligibility criteria:
 - (i) must be a bargaining unit employee; and
 - (ii) must have three (3) years plus a day ~~service seniority~~ of experience within BCEHS at the relevant Paramedic level or Dispatcher level as applicable. To clarify, experience is established per Schedule A1.03.
- (b) The Employer shall give equal consideration to knowledge and skill to a total of ninety per cent (90%). Seniority shall be weighted based on one per cent (1%) for each completed year of full-time service to a maximum value of ten per cent (10%). The successful candidate(s) shall be the employee(s) with the highest total score and a satisfactory disciplinary record. The minimum threshold for the written exam shall be 65%. The minimum threshold for the interview will be 65%.
- (c) Employees completing the full selection process shall have their total score in (b) above apply to any subsequent applications for the same classification for a period of six (6) months but shall have the option of applying the same to applications for the same classification for up to one (1) year.
- (d) Subject to (a)(ii) above, applicants to a vacancy occupying the same position to which they are applying shall not be subject to (b) above, and on application, shall be appointed on the basis of service seniority.
- (e) Also subject to (a)(ii) above, applicants occupying a supervisory position shall not be subject to (b) above with respect to another supervisory position provided they meet the requirements of the position to which they are applying. Such employees, on application, shall be appointed on the basis of service seniority.
- (f) In the event there are less than four applicants who meet the criteria in Article 13.03(a) then the Employer shall first consider all bargaining unit applicants on the posting.

[...]

13.05 SELECTION PROCESS FOR ACP TRAINING

- (a) ACP training shall be defined as training leading to certification of all levels of ACP.
- (b) Paramedic training eligibility shall be determined as follows:
 - (i) applicants must have achieved Primary Care Paramedic status or better, and have three (3) years plus a day ~~service seniority which shall be recognized by the Employer as relevant experience~~ of experience within BCEHS at the relevant Paramedic or Dispatcher level as applicable. To clarify, experience is established per Schedule A1.03, and then;
 - (ii) must have a satisfactory work record, and then;
 - (iii) achieve a minimum sixty per cent (60%) threshold pass on a written exam based upon a bank of mutually agreed questions related to Primary Care Paramedic material, and then;

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- (iv) achieve a minimum of sixty per cent (60%) threshold pass on an oral exam. The oral exam shall be based upon a bank of mutually agreed to questions related to Primary Care Paramedic material, and then;
- (v) achieve a minimum of sixty per cent (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) ACP 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 ACP training, as established pursuant to this Article, the Employer may re-post province wide.

- (f) Employees required to travel away from their normal post to attend an ACP training course or to re-qualify shall be reimbursed for vehicle and meal expenses in accordance with Articles 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 Article 13.05 to ensure that applicants are made aware of the weight of the questions.
- (h) Should an employee fail to complete the ACP training course, they will be appointed to the appropriate Paramedic vacancy.
- (i) Employees who fail to complete the ACP training course will be prohibited from applying for future ACP courses for a period of three (3) years.

13.06 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 expense as outlined in the Provincial Government Regulations and contained in the Employer’s Policy and Procedure Manual.
- (c) Relocation for employees accepting Community Paramedic positions shall be in accordance with Article 13.02(d)(iv) through (vi) will be provided in accordance with Article 13.06(b) above.

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- (d) In accordance with Articles 12.01(e) and E3.11(b), if the employee is already attached to a Primary Operator, then that employee may choose to revert to On- call status at that operator.

13.07 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 Article 13.06(b).

ARTICLE 18 – STATUTORY HOLIDAYS (NATIONAL DAY FOR TRUTH AND RECONCILIATION)

Change Collective Agreement Language

18.01 STATUTORY HOLIDAYS

- (a) The following ~~twelve~~ **thirteen** (~~12~~) days shall be recognized Statutory Holidays and employees required to work on these days shall be paid at the rate of two (2) 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 (2.5) hours for each hour worked:

| | |
|----------------|--|
| New Year’s Day | Labour Day |
| Family Day | <u>National Day of Truth and Reconciliation</u> |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| B.C. Day | |

- (b) All full-time employees who have completed twelve (12) months’ continuous service by 31st December shall receive in each calendar year, in lieu of the ~~twelve (12)~~ **thirteen (13)** statutory holidays set forth above, time equivalent to ~~twelve (12)~~ **thirteen (13)** duty shifts and, in addition thereto, shall receive time equivalent to one (1) 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 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 Article 18.01(b) will be reduced by one (1) 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 Article 18.01(a) for those statutory holidays which occurred during their period of service in that calendar year.

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18.02 REGULAR PART-TIME EMPLOYEES

- (a) Regular Part-time employees shall receive the same perquisites on a proportionate basis as granted full-time employees, as follows: ~~four~~ **five** point ~~two~~ **eight** per cent (4.8%) (**5.2%**) 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.

ARTICLE 19.09 – ACTIVE SERVICE DURING ANY WAR

Change Collective Agreement Language

19.09 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 (1) 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 or service 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.~~

ARTICLE 20 – SICK LEAVE PROVISIONS

Sick Days (FT, Reg PT, On-Call)

Change Collective Agreement Language

20.01 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 amount equal to seventy-five per cent (75%) of the employee's regular salary for up to twenty-six (26) weeks. As provided for under the *Employment Standards Act* the first five shifts per calendar year shall be paid at (100%) sick leave.
- (b) A doctor's certificate ~~will~~ may be required for illnesses or injuries attaining or exceeding four (4) 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.
- (d) Where the Employer requires an employee to provide a medical note as proof of illness, the Employer will reimburse the reasonable cost of the note.

ARTICLE 21 – LEAVE OF ABSENCE

Change Collective Agreement Language

21.02 LEAVE FOR FULL-TIME UNION DUTIES, PUBLIC DUTIES, OR INDIGENOUS GOVERNING ENTITIES

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, federal election or election to Indigenous governing entities including, but not limited to First Nations Band Councils, Metis Chartered Community Governments, and other self-government arrangements which are formally negotiated in modern day arrangements between federal, provincial and First Nations governments.
- (b) A period of up to one (1) 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 (5) years for employees elected to a public office and Indigenous governing entities. Such leave will be renewed upon request of the employee.
- (d) Employees on leave under this Article 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.

ARTICLE 21 – LEAVE OF ABSENCE

Change Collective Agreement Language

21.28 MILITARY LEAVE

- (a) An unpaid leave of absence will be granted to employees for service with the Canadian Armed Forces.
- (b) "Service" is defined as any training, deployment on peacekeeping missions, active duty during an armed conflict or war and/or a domestic emergency requiring military assistance.
- (c) For the duration of such leaves as captured above, the employee's date of hire and/or service seniority will not be adversely affected, and the employee will continue to accrue seniority and continuous service will not have been deemed interrupted.
- (d) On-Call employees who are eligible for Military Leave will not have their date of hire adjusted and will be credited the balance of hours towards the wage grid while on Military Leave as though they are actively at work for the duration of the Military Leave.
- (e) For the purposes of crediting the balance of hours towards the wage grid, the Employer will use the following formula to determine the monthly credit for Military Leave for On-Call and Regular Part-time employees:

Number of Regular Hours ("R") worked in the previous twelve (12) months divided by twelve (12), minus any regular hours worked during the month of the military leave ("CR") will equal the credit hours for the leave.

 $(R \div 12) - CR = \text{credit hours.}$
- (f) Full-time employees who are eligible for military leave will be credited their regularly scheduled hours towards Article 19.04(b) and any related accrued benefit for the duration of their military leave.

ARTICLE 23 – TRAINING & QUALIFICATIONS

Change Collective Agreement Language

23.04 CONTINUING MEDICAL EDUCATION (CME) EMERGENCY MEDICAL ASSISTANT LICENSING BOARD (EMALB) CONTINUING COMPETENCE AND LICENSE MAINTENANCE.

The Employer will provide paid education programs that enable all employees with EMALB licenses to obtain the required continuing competence education credits.

~~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:~~

- ~~1. Individual structured review of practice (home assignment)~~
- ~~2. Peer feedback when required, on home assignment~~
- ~~3. Practical skills review~~
- ~~4. Peer developed and presented simulations~~
- ~~5. 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.~~

ARTICLE 23 – TRAINING AND QUALIFICATIONS

Change Collective Agreement Language

23.05 PARAMEDIC LICENSING - DISPATCHERS

Employees working as Dispatchers prior to April 1, 2000 will be afforded the one-time option to be licensed and continue relicensing to the Primary Care Paramedic level in accordance with Article 23.02. If such employees currently hold a Primary Care Paramedic or Advanced Care Paramedic 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 Primary Care Paramedic relicensing and who choose to do so in the future, may still take Primary Care Paramedic relicensing on their own time and expense.

(c) Dispatchers may exercise their service seniority rights pursuant to Article 13.01 ~~(d)~~ **(c)** only where they are licensed to the appropriate Paramedic level.

23.06 EMERGENCY MEDICAL RESPONDER/FA QUALIFICATION

(a) It is recognized there may be circumstances where it is necessary for employees to be licensed at the Emergency Medical Responder/FA level.

(b) Utilization of the Emergency Medical Responder/FA level will be limited to Ambulatory Patient Vehicle (APV) positions.

(c) Article 13.01 ~~(d)~~ (c) shall not apply to APV positions.

23.07 EMERGENCY MEDICAL RESPONDER QUALIFICATION

(a) Utilization of the Emergency Medical Responder 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 Article 13.01 ~~(d)~~ (c).

ARTICLE 24.02 – MEDICAL INSURANCE

Change Collective Agreement Language

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 that was in place as of the time of entering into the 2022-2025 Collective Agreement or its equivalent, and the Employer shall pay all premiums.
- (c) The Extended Health Benefits plan will include the following benefits:
 - a. prescription medication coverage for oral contraceptives, injectables and medicated IUDs approved under BC PharmaCare Formulary;
 - b. \$350 every two years for prescription eyewear;
 - c. A \$600 lifetime maximum for laser eye surgery;
 - d. A maximum of \$100 annually for eye exam coverage;
 - e. A combined maximum of \$500 annually for chiropractic and naturopath services;
- (d) Effective June 1, 2013, all employees provided Extended Health Benefits Plan coverage will have prescription medication coverage subject to the BC Government Pharmacare program.
- (e) Effective July 1, 2014, the Employer will provide a ~~Blue Net Pay Direct Drug~~ pay direct drug card to employees eligible for benefits.

ARTICLE 24.13 – MENTAL HEALTH

Add Collective Agreement Language

24.13 MENTAL HEALTH

All employees and family members covered by our current benefit plan shall be entitled to a combined maximum of \$1000 annually for the services of a registered psychologist, registered counsellor, or social worker, either online or in person.

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ARTICLE 26.01 – UNIFORM ALLOWANCE

Change Collective Agreement Language

- (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~~ 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 Article 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 sixty (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 sixty (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 PJLMC.
- (f) Such other items of uniform that may be required shall be mutually agreed to by the PJLMC.
- (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 PJLMC.

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- (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 ninety dollars (\$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.

ARTICLE 29 – OCCUPATIONAL HEALTH AND SAFETY

Change Collective Agreement Language

29.01 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.

29.02 PROVINCIAL JOINT OCCUPATIONAL HEALTH & SAFETY COMMITTEE

(a) There shall be established a Joint Committee composed of two (2) representatives of the Employer and two (2) 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 PJLMC 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 the applicable rate, or time off in lieu pursuant to Article 21.27, for time spent on Committee business.

29.03 DISTRICT OCCUPATIONAL HEALTH & SAFETY COMMITTEES

(a) The District Occupational Health and Safety Committee membership will be comprised of not less than two (2) Union representatives and two (2) 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 work shall not be considered time worked, but~~

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~~such Committee members~~ shall receive pay at ~~straight time rates~~ the applicable rate, or time off in lieu pursuant to Article 21.27, 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 the applicable rate ~~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 Articles 22.09 and 22.10.

29.04 SAFETY AND HEALTH – JOINT LABOUR-MANAGEMENT COMMITTEE

The Union and the Employer agree that those matters raised for discussion under this Article that fall properly within the terms of reference outlined in Article 8.05(f) shall be dealt with by the PJLMC.

29.05 REPORTS

The PJLMC 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.

29.06 INFORMATION

The PJLMC 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.

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ARTICLE 32 – TERM OF AGREEMENT

Change Collective Agreement Language

32.01 TERM OF AGREEMENT

This Agreement shall be for a term of thirty-six (36) months with effect from the 1st day of April ~~2019~~ 2022, to the 31st day of March ~~2022~~ 2025, 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

ARTICLE 34 – SERVICE MODELS

Change and/or Add Collective Agreement Language

34.02 REMOTE DEPLOYMENT

- (a) Primary Care Paramedic (PCP) is the minimum qualification for paramedics in remote posts, but the Employer may employ 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 (callout) 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 E3.06 through E3.11 of the 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 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 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.
- (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 applied to the on-call lateral process or have an external application on file, alternating between (i) and (ii):
 - (i) Transfers of qualified bargaining unit applicants in order of the earliest original date of hire with the Employer.
 - (ii) Local applicants:
 - a) Qualified applicants from within the bargaining unit who reside within the normal post response area.
 - b) Where no applicants under (a) are available, the Employer may hire qualified applicants from outside of the bargaining unit who reside within the normal post response area.
 - (iii) Where no applicants under (i) or (ii) 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 ~~E8.02~~ F8.00 of the Agreement.

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- (i) When primary operator employees respond to call-out calls, they will be paid at the appropriate paramedic rate, in accordance with Article 16.04(b) or Schedule E6.01 of the Agreement, as applicable.
- (j) The following new Regular Part-time Mix-shift type may be utilized in Remote stations:
 - (i) 12 hour .75 FTE Regular part-time consisting of Four 12-hour shifts followed by four consecutive days off, the shifts shall be:
 - (a) two regularly scheduled twelve-hour day shifts;
 - (b) two regularly scheduled night shifts comprised of 4 scheduled working hours and 8 hours where the employee is required to carry a pager and respond to calls (pager hours)
 - (c) Pager hours must follow an employee's regularly scheduled hours of the night shift. Assigned pager hours are part of an employee's regular schedule and are paid in accordance with Schedule F8.00.

34.03 RURAL DEPLOYMENT

Primary Operator staff are regular part-time and on-call paramedics attached to an operator or post to access work assignments, and full-time paramedics attached to an operator or post to access on-call or standby work assignments that are separate from their normal full-time working assignment.

- (a) Standby shift (in station), which is done by primary operator employees. Primary operator employees may be assigned to standby shifts in the station while others may be assigned to pager duty for on-call work. Except for regularly scheduled full-time shifts, the first line duty car will be staffed as a standby shift in each station. Examples are as follows:
 - No scheduled full-time units – two crewmembers on dayshift Rural Standby shifts, two crewmembers on nightshift Rural Standby shifts.
 - One Full-time employee working Delta, Bravo or Echo shift – partner works on Rural Standby shift basis, two crewmembers on Rural Standby shifts at night.
 - Two Full-time employees working Delta, Bravo or Echo paired together, 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, as defined in Schedule F3.00, 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 three (3) hour minimum for the call. Employees covering a Standby shift, during which they perform an event or work, shall not forfeit their standby pay wages for the shift.

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- (d) The three (3) hour minimum payment is for responding to all calls or work that occur within the three (3) hour period from the first call. Time spent on calls or work in addition to the three (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) PCP is the minimum qualification for paramedics in rural posts but the Employer may employ 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 E3.06 through E3.10 of the 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 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 Agreement.
- (k) Primary operator vacancies in Rural posts will be filled on the following basis from among those individuals who have applied to the on-call lateral process or have an external application on file, alternating between (i) and (ii):
 - (i) Transfers of qualified bargaining unit applicants in order of the earliest original date of hire with the Employer.
 - (ii) Local applicants:
 - a) Qualified applicants from within the bargaining unit who reside within the normal post response area.
 - b) Where no applicants under (a) are available, the Employer may hire qualified applicants from outside of the bargaining unit who reside within the normal post response area.
 - (iii) Where no applicants under (i) or (ii) are available the Employer may hire unqualified applicants.
- (l) The following new Regular Part-time Mix-shift type may be utilized in Rural stations:

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- (i) .75 FTE Regular part-time, consisting of Four 12-hour shifts followed by four consecutive days off, the shifts shall be:
 - (d) two regularly scheduled twelve-hour day shifts;
 - (e) two regularly scheduled night shifts comprised of 4 scheduled working hours and 8 hours where the employee is required to carry a pager and respond to calls (pager hours)
 - (f) Pager hours must follow an employee's regularly scheduled working hours. Assigned pager hours are part of an employee's regular schedule and are paid in accordance with Schedule F8.00.

- (ii) If the Employer converts a Regular Full-time position of a current employee (as of January 4, 2023) in a Rural station to a Mix-shift position, the Employer will continue to pay the employee the difference between the regularly scheduled hours of the employee's previous position and the Mix-shift position for as long as the employee occupies that Mix-shift position.

**ARTICLE – CEREMONIAL, CULTURAL, SPIRITUAL, AND BEREAVEMENT LEAVE FOR
INDIGENOUS EMPLOYEES**

New Collective Agreement Language

Indigenous employees have a right to manifest, practice, develop and teach their spiritual and religious traditions, customs and ceremonies and may require leave from work to exercise these rights.

Definitions:

A ceremonial, cultural, or spiritual event under this section includes any event that is significant to an Indigenous employee's culture. Examples of significant cultural events include, but are not limited to, Hoobiyee, Pow-wows, Sundance, participation in a sweat lodge, coming of age events, feasts or ceremonies held following a significant family event (including the death of a family member).

"Immediate family" for the purposes of accessing Bereavement leave under Article 21.03 includes an Indigenous employee's parent, step-parent, foster parent, guardian, spouse, child, step-child, foster child, sibling, step-sibling, sibling-in-law, grandparent, grandchild, parent-in-law, parent's sibling, parent's sibling's child, an Indigenous elder*, or any individual an Indigenous employee considers family consistent with their Indigenous cultural practices.

* An Indigenous elder is designated as such by their community.

- a) Effective January 1, 2023, an Indigenous employee may request up to five (5) days of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual event(s). The leave may be taken in one or more blocks of time. Where such leave is requested, the leave shall not be unreasonably denied. Leave under this provision is in addition to an Indigenous employee's entitlement to leave under Article 21.03 - Bereavement Leave as applicable (and per the expanded definition of "immediate family", above).
- b) Where an Indigenous employee requires more than the days of leave in a) above for a ceremonial, cultural, or spiritual event, the leave shall not be unreasonably denied. This additional leave is unpaid, however, an employee may draw from their available vacation and overtime banks, as applicable (and per the expanded definition of "immediate family", above).
- c) When requesting the leave, particularly for annual or recurring ceremonial, cultural, or spiritual events, the employee will provide as much advanced notice to the Employer as possible; for unexpected ceremonies or events, the employee will make every effort to provide at least seven (7) calendar days' notice of the leave.

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ARTICLE – FOX

Remove Collective Agreement Language

- Schedule F3.00 Standby (Fox) Shift Pay
- Appendix 17 – Memorandum of Agreement Re: Treatment of Fox Hours Under the Collective Agreement

Remove all other reference to standby or Fox shifts under the collective agreement

ARTICLE – GENDER NEUTRAL LANGUAGE

Delete/Replace Collective Agreement Language

Amend the APADBA Collective Agreement by deleting all gender specific pronouns and terms replacing them with gender neutral pronouns and terms, including but not limited to

- “he/she” will be changed to “they”
- “his/hers” will be changed to “their”
- “him/her” will be changed to “them”
- “sister” and “brother” will be changed to “sibling”
- “father-in-law” and “mother-in-law” will be changed to “parent-in-law”
- “paternity leave” will be changed to “parental leave”
- “mother” when used in reference to maternity leave, will be changed to “birthing parent”

Any other gender-neutral terms identified by the parties must be mutually agreed to prior to being placed in the Collective Agreement.

JOINT INTERPRETATION – SCHEDULE A1.01 SHIFTS

Enter into the following Joint Interpretation Agreement, which will be stored in the Central Repository

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 events.

- At a minimum, the Employer shall maintain the number of full-time positions that were in place as of January 12, 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 On-call 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 sixty (60) days' notice to the affected employee(s), with the exception of the limits defined in A1.01(a). In addition, no employees who were full-time on or before June 23, 2014 will suffer an involuntary reduction in annual hours of work as a result of assignment to a new shift pattern.

iii. Where operational requirements necessitate a temporary change in start or stop time by up to a maximum of two (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 twenty-four (24) hours, the employee will be paid at one and one half (1.5) times their rate of pay for the entire shift.

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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 – Paramedic

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 (4) twelve (12)-hour shifts followed by four (4) consecutive days off, followed by:

Four (4) twelve (12)-hour shifts followed by four (4) consecutive days off, followed by:

Four (4) twelve (12)-hour shifts followed by four (4) consecutive days off, followed by:

Four (4) twelve (12)-hour shifts followed by five (5) consecutive days off, followed by:

Three (3) twelve (12)-hour shifts followed by four (4) 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. Victor – 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. Delta – Day shifts only of five (5) 7-hour shifts per week.

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- ii. Dispatch Alpha – Four (4) twelve (12)-hour shifts followed by six (6) consecutive days off, with an additional twelve (12)-hour shift scheduled to abut a work block every sixth block to equal an average of thirty-five (35) hours per week. The additional twelve (12)-hour shifts will alternate between day shift and night shift.
- iii. Dispatch Bravo/Bravo Charlie – An eight day cycle of four (4) 10 hour shifts followed by four (4) days off.
- iv. Dispatch Echo – A fourteen day cycle of three (3) 10 hour shifts followed by four (4) days off and then four (4) 10 hour shifts followed by three (3) 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 cycle or 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. Irregularly Scheduled Employees (ISE) are employees who provide relief for predictable and unpredictable work vacancies. Such shifts are scheduled on an equitable basis. Employees are hired for a post.
- ii. ISEs will be paid a salary in accordance with the shift patterns defined in Articles A1.01(e)(i) or A1.01(f)(ii).
- iii. Within ninety (90) days of ratification, the Employer will designate scheduling groups within a post, containing up to ten (10) stations. ISEs will be assigned a primary station within their scheduling group. All other stations within their scheduling group will be considered the ISEs secondary stations. ISEs will only be scheduled for shifts within their scheduling group, at either their primary or secondary stations. ISE's will not be restricted from accepting recall shifts outside of their scheduling group. ISEs may move between scheduling groups in a post, through the Post Shuffle Process.
- iv. For posts with four (4) or more ISEs, at a given license level, those ISEs will have the schedule of the assigned platoon.

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- v. For posts with less than four (4) ISEs, the ISEs are assigned to a platoon for administrative purposes, but deemed to be scheduled as Alpha shift pattern defined under schedule A1.01(e) or A1.01(f).
- vi. Where an ISE is filling an employee's shift that is less than twelve (12) hours, the ISE shall return to the station and report to a supervisor for assignment of other duties for the balance of their deemed twelve (12) hours.
- vii. All ISEs are required to provide their designated scheduler or the designated Scheduling Office with a telephone number or numbers for the purposes of contact for work allocation. Such telephone number(s) must have the ability for a message to be left. Employees must ensure that their contact numbers remain current with the scheduler or Scheduling Office.
- viii. Without creating any obligation for a specific number of ISEs, it is the intent of the Employer to maximize the number of ISEs in the Post with consideration for the historical, current and projected need for full-time shift coverage.
- ix. ISEs will normally be scheduled into shift vacancies that fall within a "Work Block". "Work Block" means those hours of work within a 96 consecutive hour period, commencing with a day shift.
- x. For ISEs the following scheduling parameters will apply:
- xi. Four (4) shifts must be followed by a minimum of two (2) days off. Employees can then be scheduled for four (4) shifts again, but this block must be followed by four (4) days off.
- xii. Six (6) shifts in a row must be followed by four days clear.
- xiii. ISEs will be provided a six (6) month schedule at least seven (7) days prior to the commencement of the schedule.
- xiv. In the event an ISE is not assigned sufficient work in Schedule A1.01(i)(x) above, the balance of the ISE's schedule will be filled with unpredictable vacancies. To ensure 100% utilization, ISEs not assigned sufficient hours for a work cycle will be scheduled to report to their primary station and to a supervisor and will be assigned a shift and/or duties at their primary or secondary stations.
- xv. ISEs not already assigned to work will be offered additional available work before other employees.
- xvi. ISE who are assigned work on another platoon, will be provided at least forty-eight (48) hours' notice of the scheduling change.
- xvii. If the Employer fails to provide an ISE with at least forty-eight (48) hours' advance notice of a scheduling change, the Employer will pay the affected employee a premium

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of one and one-half (1.5) times their hourly rate of pay for all worked hours that fall inside of the required forty-eight (48) hour notice period with a one (1) hour minimum. A scheduling change is any change in work date, work start time or work end time. ISE's will be notified by telephone of changes to assigned shifts or schedule.

xviii. For the purpose of annual vacation entitlements and selection under Article 19, the paramedic ISE shall be deemed to be working Alpha blocks in accordance with Article A1.01(e)(i) for their vacation. The dispatch ISE shall be deemed to be working Alpha blocks in accordance with Article A1.01(f)(ii) for their vacation.

Joint Interpretation

Regular Part-Time Positions

1. In efforts to present more diverse employment opportunities to employees and to meet its service delivery needs, the Employer may create Regular Part-time positions made up of any shift pattern and shift lengths ranging from 6-12 hours, provided that the pattern created does not violate the prohibited shift pattern rules in Schedule A1.01(g).

Full-Time Shift Patterns

2. The Employer may create Full-time positions that have any shift pattern made up of a combination of up to two of the stipulated shift lengths in Schedule A1.01(e), provided that:
 - o The total annual straight-time hours of the position fall between 1820 and 2080; and
 - o The shift pattern does not violate the prohibited shift pattern rules in Schedule A1.01(g).
3. If the Employer issues a change of schedule under Schedule A1.01(d)(ii), which changes the schedule of an existing Full-time employee (as of the date of this agreement) to a combination shift pattern created pursuant to section 2 of this Interpretation Guideline, which has fewer total annual hours of regularly scheduled work, the Employer will pay the Employee the difference in the number of regular hours annually while the employee continues to work in the combination position.

Employment Standards Act Compliance

4. Any newly created shift patterns complying with the principles outlined above will be deemed to be under a valid averaging agreement under section 37 of the Employment Standards Act.

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LETTERS OF AGREEMENT – REPOSITORY DELETION AND RENEWAL

Renew Collective Agreement – Letters of Agreement (Repository)

Make changes to the documents in the Central Repository as follows:

- LOA # 8 – ACP Deployment
- LOA #02 – Paramedic Response Unit (PRU)
- LOA #03 – Acting Unit Chief Selection & Pay
- LOA #05 – CCP Training Selection
- LOA #06 – EMALB Fees
- LOA #28 – Holiday Selection
- LOA #09 – Integrated Tactical Support Unit Selection
- LOA #11 – PRU Evaluation Process
- LOA #68 – Post Shuffles

Local Level Agreements:

- LOA #07 – Emergency Medical Call Taker (EMCT) Positions in VDOC Dispatch Centre
- LOA #14 – Victoria Central Reporting Station
- LOA #15 – Vancouver Post Shuffle

Delete the following 2019-2022 Ambulance Paramedics and Ambulance Dispatchers Subsector Collective Agreement – Letters of Agreement:

- LOA #01 – ACP Experience Rate Calculation
- LOA #4 – Burns Lake Ambulatory Patient Vehicle (APV)
- LOA #10 – PAACC Relocation
- LOA #12 – Station 259 Meal Allowances (Article 22.10(b))
- LOA #13 – Trail Station CCT Program Discontinuation

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MEMORANDUM OF AGREEMENT – COST-OF-LIVING ADJUSTMENT

Add Memorandum of Agreement in Collective Agreement Language

Definitions

“General Wage Increase” or “GWI” means the overall general wage increase expressed as a percentage.

“Cost of Living Adjustment” or “COLA” means a percentage-based general wage increase adjustment provided in accordance with this Memorandum of Agreement. COLA is an upward adjustment applied to and folded into all wage rates.

The “annualized average of BC CPI over twelve months” (AABC CPI) means the Latest 12-month Average Index % Change reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March in the preceding year and concluding at the end of the following February.

The “Latest 12-month Average Index”, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The Latest 12-month Average Index % Change is reported publicly by BC Stats in the monthly BC Stats Consumer Price Index Highlights report. The BC Stats Consumer Price Index Highlights report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

COLA

The COLA will be applied as applicable to the GWI effective on the first pay period after April 1, 2023 and April 1, 2024. The COLA will be calculated by determining the difference between the AABC CPI and the annual general wage increase to the maximum COLA prescribed that year in Schedule A1.02.

April 2023

If the 2023 AABC CPI exceeds the April 2023 GWI of 5.5%, then, on the first pay period after April 1, 2023 the April 2023 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2023 GWI and the 2023 AABC CPI up to a maximum of 1.25%.

April 2024

If the 2024 AABC CPI exceeds the April 2024 GWI of 2.0%, then, on the first pay period after April 1, 2024 the April 2024 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2024 GWI and the 2024 AABC CPI up to a maximum of 1.00%.

MEMORANDUM OF AGREEMENT – HEALTH BENEFITS WORKING GROUP

Add Memorandum of Agreement in Collective Agreement Language

Whereas:

- A. BC Emergency Health Services (the “Employer”) and CUPE Local 873 (the “Union”) have a joint interest in reviewing the existing health benefits programs, plan structure, and benefits delivery, in order to inform benefit discussions at the next round of collective bargaining.
- B. In conducting such review the Employer and the Union seek to ensure that employees are fully aware of the benefit coverage available to them under the public health system and this Collective Agreement.
- C. The Parties wish to work together to facilitate a health benefits review and to communicate to employees better access to their benefits.

Accordingly, the Parties have agreed to the following:

- 1. The Parties will jointly establish a Health Benefits Working Group (the “Working Group”).
- 2. The Working Group will work together to review existing health benefits programs, plan structure, and benefits delivery with a view to recommending possible changes to existing programs to be discussed during the next round of collective bargaining.
- 3. The Working Group will work together to establish a central resource for employees to access information about the benefit coverage available to employees through the public provider or the extended health plan. The resource will be aimed at providing practical instructions to employees on how to access available benefits, and the relevant processes.

Working Group Protocol

- 4. The Working Group will consist of up to five representatives from each of the Union and the Employer, and a representative from HEABC, unless mutually agreed otherwise.
- 5. The Working Group will meet within 90 days of ratification of the 2022-2025 Collective Agreement.
- 6. The Working Group shall report progress to the PJLMC.
- 7. The Parties shall be responsible for their own costs to participate in the Working Group. Joint costs shall be shared equally.

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8. This Agreement will terminate when either party gives notice to commence collective bargaining, or when mutually agreed.

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**MEMORANDUM OF AGREEMENT – WORKING GROUP ON ADVANCED CARE PARAMEDIC
(ACP) IMPROVEMENT**

Add Memorandum or Agreement in Collective Agreement Language

The parties signed Letter of Agreement dated March 18, 2005 (the “2005 LOA”) setting out four distinct deployment models for Advanced Life Support (“ALS”) ambulances that the Employer may utilize in ALS posts.

These models are:

1. ALS/ALS Paired: A transport capable ALS ambulance with 2 ALS practitioners normally scheduled for deployment in the same unit.
2. ALS Training Unit (ALS/ALS Student Paired): A transport capable ALS ambulance with staff configuration pairing an ALS Preceptor with an ALS student who possesses a student license issued by the EMA licensing board. Where there are no BCAS employees on paid training the unit may be staffed in one of the other configurations.
3. ALS/BLS Paired: A transport capable ALS ambulance with the ALS paramedic paired with an appropriately trained BLS partner. The appropriately trained BLS partner is identified as being, in order of preference:
 - a. ACP Semester 1: The BLS Paramedic has successfully completed the equivalent of Semester 1 of the current Advanced Care Paramedic training program as delivered at the Justice Institute (ACP Semester 1).
 - b. Either a PCP with IV skills or an EMA2 with IV skills (PCP-IV) who has successfully completed an ALS Partner training program, the content of which is suggested as Appendix A. (PCP-A)
 - c. EMA2-IV/PCP-IV: The parties agree that use of PCP-IV paramedics without the PCP-A training as an ALS partner will be phased out as soon as practicable, but no later than the conclusion of this agreement.
4. Paramedic Response Unit (1 Person Response): A non-transport capable resource which utilizes a single ALS Paramedic in a “targeted” response model. PRU units will also be utilized for training and precepting of paramedic students as required.

Subsequent to the 2005 LOA, the term Advanced Care Paramedic (ACP) has replaced ALS.

The parties have a shared interest in improving the ACP systems of care for the benefit of employee providers and the patients to whom services are delivered.

To achieve this shared interest, the parties agree to the creation of a working group (the “Working Group”) to understand and explore opportunities to make improvements. The Working Group will

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make practical, implementable recommendations to the Provincial Joint Labour Management Committee (PJLMC) regarding improvements prior to March 31, 2024.

Specifically, the Working Group will endeavor to explore the following:

1. The efficacy of the various deployment models set out above;
2. Options to gather empirical evidence and undertake research;
3. Solutions for ongoing clinical support for ACP practitioners;
4. Opportunities and models for community of practice support;
5. Examine systems to support ACP practitioner job satisfaction, mental health, and well-being; and
6. Education and training on Workplace/Human factors while working in various unit configurations, with an emphasis on safety, mental health, and moral/ethical dilemmas.

Working Group Protocol

1. The Working Group will consist of up to five representatives from each of the Union and the Employer unless mutually agreed otherwise.
2. The Working Group will meet within 90 days of ratification of the 2022-2025 Collective Agreement.
3. The Working Group shall report findings and recommendations to the PJLMC as soon as practicable.
4. The parties shall be responsible for their own costs to participate in the Working Group. Joint costs shall be shared equally.

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MEMORANDUM OF AGREEMENT – COMMUNITY PARAMEDIC WORKING GROUP

Add Memorandum of Agreement to Collective Agreement Language

Whereas:

- A. The Parties have a joint interest in ensuring that the system of community paramedics is operating effectively.
- B. The Parties wish to jointly discuss and explore issues relating to community paramedics.

Accordingly, the Parties have agreed to the following:

1. The Parties will jointly establish a Community Paramedics Working Group (the “Working Group”).
2. The Working Group will convene discussions regarding issues related to the transition of the Community Paramedic program, as part of the phasing out of the SOC model.

Working Group Protocol

3. The Working Group will consist of up to three representatives from each of the Union and the Employer, and a representative from HEABC, unless mutually agreed otherwise.
4. The Working Group will meet within 90 days of ratification of the 2022-2025 Collective Agreement.
5. The Working Group shall report progress to the PJLMC.
6. The Parties shall be responsible for their own costs to participate in the Working Group. Joint costs shall be shared equally.
7. The parties agree that during the discussions, if the parties identify Collective agreement language that presents barriers to the development of CP program during transition from SOC, the parties may mutually negotiate new terms specific to the Community Paramedicine Program.
8. This agreement will expire at the earlier of:
 - a. The Parties agreeing that the work is concluded;
 - b. The expiry of 2022-2025 Collective Agreement

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**MEMORANDUM OF AGREEMENT – DECLARATION OF RIGHTS OF INDIGENOUS PEOPLES
AND ELIMINATING INDIGENOUS SPECIFIC RACISM IN HEALTHCARE**

Add Memorandum of Agreement in Collective Agreement Language

The parties acknowledge the pervasive and ongoing harms of colonialism faced by Indigenous peoples. These harms include the widespread systemic racism against Indigenous peoples in BC’s health system, as highlighted in the 2020 *In Plain Sight* report.

The parties agree to uphold the *United Nations Declaration on the Rights of Indigenous Peoples*, which has been brought into the laws of British Columbia under the *Declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c 44.

The parties commit to working together to address the ongoing harms of colonialism and racism faced by Indigenous patients, clients, residents, service users, health care staff and providers, including by:

- committing to reconciliation in health care by supporting comprehensive, system-wide changes that enable Indigenous-specific anti-racism, and cultural safety;
- working together to actively identify, address and rectify barriers in Collective Agreements; and
- working to increase the representation of Indigenous individuals in the healthcare workforce.

The parties acknowledge that a coordinated and integrated provincial and sector-wide approach is crucial to further these joint commitments to eliminate Indigenous-specific racism and to create a culturally safe health care system.

To date, and in furtherance of recommendation no. 19 of the *In Plain Sight* report, Ministry of Health has partnered with the National Collaborating Centre for Indigenous Health (NCCIH), housed at University of Northern BC, to build a collection of anti-racism, cultural safety and trauma-informed standards, policy, tools and resources for health care organizations, including developing new tools and resources specific to BC.

Accordingly, building on the work underway, the parties support the creation of a provincial forum, led by the Indigenous Health branch of the Ministry of Health, that will include representatives from HEABC, health authority Vice Presidents of Indigenous Health and other leaders, representatives of other HEABC members, and health sector bargaining associations to engage in collaborative discussions that will inform the work moving forward and best position the parties in future rounds of collective bargaining (the “Forum”). Ministry of Health may also invite representatives from other relevant groups identified by the Ministry of Health, including Indigenous elders or knowledge keepers, to participate in the Forum from time to time or on an ongoing basis.

The Ministry of Health will establish the Forum and present the Terms of Reference that will set out the purpose:

- to create a Forum for health authority Indigenous leaders and other leaders, and representatives of other HEABC members and unions to have continuing dialogue on the commitments stated above. The parties may use the Forum to present their ongoing or developing organizational initiatives, including the implementation of the Cultural Safety and Humility Standard, complaints processes, education, and training to eliminate Indigenous-specific racism and to hardwire cultural safety and humility into the workplace;

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- to discuss ways to leverage resources being developed by NCCIH and Ministry of Health, as well as raising awareness of the wealth of resources within the health system now, including the repository of work housed with the NCCIH and resources already developed by health authorities;
- to discuss ways to address recruitment and retention of Indigenous staff, which may include developing recommendations for changes to Collective Agreement language in the next round of collective bargaining;
- to provide an opportunity for Ministry of Health to solicit feedback and report out on ongoing provincial initiatives, including continuing implementation of the *In Plain Sight* recommendations and the phased roll-out of the *Anti-Racism Data Act*, SBC 2022, c.18; and
- to improve awareness of and compliance with the *Declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c 44.

It is understood that the Forum should serve all interested parties in the provincial health care sector, not only the Ambulance Paramedics and Ambulance Dispatchers Subsector. To that end, the parties will make all reasonable efforts to promote participation in the Forum on a provincial and sector-wide basis.

The Ministry of Health shall hold the Forum quarterly, or more frequently as deemed necessary.

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MEMORANDUM OF AGREEMENT – DIVERSITY, EQUITY, AND INCLUSION WORKING GROUP

Add Memorandum of Agreement in Collective Agreement Language

1. The parties agree that addressing and improving diversity, equity and inclusion (DEI) in the workplace is a priority for the health sector, not only for healthcare staff, but also to better serve patients, clients and residents.
2. The parties have a joint interest in creating safe, inclusive work environments by developing approaches to foster positive spaces, identifying and making efforts to remove barriers to individuals of under-represented groups, and making recommendations to employers and employees to further diversity, equity and inclusion in the workplace.
3. Accordingly, within 120 days of ratification the parties will establish a coordinated and integrated provincial and sector-wide Diversity, Equity and Inclusion Working Group (the “Working Group”).
4. The Working Group will be established by Provincial Health Human Resources Coordination Centre (PHHRCC) and will include representatives from health authorities, other HEABC member representatives, and health sector bargaining associations.
5. The Working Group may invite subject matter experts and other relevant government ministries to attend as guests and to participate in conversations as needed.
6. The Working Group will meet quarterly (or as otherwise agreed) and will complete their work prior to March 31, 2025.
7. The Working Group’s focus will be the advancement of diversity, equity and inclusion in health care workplaces and the Working Group will:
 - Develop terms of reference;
 - Engage and consult stakeholders as required;
 - Gather all necessary data in accordance with applicable privacy legislation in advance of the Working Group’s meetings to inform discussions and actions of the Working Group;
 - Conduct a review and analysis of available relevant data to benchmark the current state of the health care workforce with the intention to identify current gaps in under-represented workers;
 - Support the creation of a safe and discrimination-free workplace through identifying solutions to address barriers to employment and career advancement;
 - Review available data in accordance with applicable privacy legislation;
 - Review existing health authority/Providence Health Care (PHC) DEI programs and actions to identify gaps; and
 - Recommend a framework and action plan to improve diversity, equity and inclusion in healthcare workplaces, in concert with existing health authority/PHC work. Recommendations may include:

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- i. suggestions to the Ministry of Health for the supports and resources necessary to advance DEI initiatives and foster inclusive environments; and
 - ii. suggestions to the Ministry of Health or health authorities/PHC on employee DEI training, which may include anti-racism training, gender and sexual diversity training, anti-harassment training, and disability awareness training.
- 8. The Working Group will make recommendations to PHHRCC.
- 9. The parties will work co-operatively to implement and promote the framework and action plan if the recommendations are adopted by the Ministry of Health and the health authorities/PHC.

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**MEMORANDUM OF AGREEMENT – EXPEDITED JOB POSTING PROCESS FOR PCP
POSITIONS**

Add Memorandum of Agreement to Collective Agreement Language

MEMORANDUM OF AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BC

(“HEABC”)

and

AMBULANCE PARAMEDICS AND AMBULANCE DISPATCHERS BARGAINING ASSOCIATION

(“APADBA”)

(Collectively the “Parties”)

RE: Expedited Job Posting Process for PCP Positions

Whereas:

- A. BC Emergency Health Services (the “Employer”) anticipates a need to post a substantial number of Regular and Irregular Primary Care Paramedic (“PCP”) positions over the next several years.
- B. The Parties have a joint interest in ensuring that these positions are filled efficiently and in a way that minimally disrupts the delivery of paramedic services in the province.
- C. The Parties wish to establish on a without prejudice and precedent basis a temporary expedited process for filling the anticipated substantial number of Regular and Irregular PCP positions to be posted between the ratification of the 2022 Collective Agreement and March 30, 2025.

Accordingly, the Parties have agreed to the following:

1. This Agreement will apply to Regular and Irregular, non-Community-Paramedic, PCP positions that the Employer deems to be vacancies across the province, in all stations except those located in Vancouver Posts (the “Applicable Positions”).
2. On a quarterly basis, the Employer will post all Applicable Positions in accordance with the following posting process (the “Expedited Posting Process”):

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- a. The Employer will post a single province-wide posting listing all the stations at which there are available Applicable Positions and the number of Regular positions available at each station. A separate provincial posting listing all irregularly scheduled positions available at each station will also be posted at the same time (the “Provincial Postings”).
- b. The Employer will simultaneously post the Applicable Positions externally, with the same closing date as the internal posting under a.
- c. The Provincial Postings will provide detailed instructions on how to apply for the positions listed under the Provincial Postings.
- d. Applicants applying to vacancies listed in the Provincial Postings will be required to submit a post shuffle preference application form listing the station, shift pattern, and platoon in order of preference.
- e. All Employees wishing to shuffle within their post or station must apply and submit their post shuffle preference application by the closing date of the Provincial Postings. Employees shuffled within their own post will not be entitled to rescind their new position.
- f. The Employer will offer the positions listed in the Provincial Postings to qualified applicants in seniority order in accordance with the order of preference outlined in their post shuffle preference application form.
- g. Selection priority will be given to applicants in the following order:
 - i. Post-probationary PCP-qualified internal applicants;
 - ii. Probationary PCP-qualified internal applicants;
 - iii. External PCP-qualified applicants;
 - iv. Post-probationary EMR-qualified internal applicants;
 - v. Probationary EMR-qualified internal applicants; and
 - vi. Other external applicants.
- h. The Provincial Posting will indicate that probationary Employees are eligible to accept positions at any of the listed stations. Any probationary Employees that are assigned a position outside of their current post or station will restart their probationary period upon commencing work in the new position unless they remain in the same post of the new position.

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- i. Article 13.01(f) of the Collective Agreement continues to apply during the Expedited Posting Process.
- j. The Employer will conduct a post shuffle process concurrently with the job offering process, such that employees offered positions will be told the shift pattern and platoon of the position being offered.
- k. Applicants who are offered positions under this process will have six (6) hours to accept or reject the position offered to them. Applicants who reject an offered position will remain in their current position or status and will not be offered any further positions during that round of the Expedited Posting Process. When an employee rescinds an accepted offer for a position, that position will not subsequently be offered to other applicants in the same round of the Expedited Posting Process.

If an applicant anticipates being away, unable to answer their phone after the closing date of the posting, or unavailable to accept the position they applied for, they must submit a proxy acceptance. The proxy acceptance must include the posting applied to, state that they will accept if offered a position, and an acceptance by the applicant that they will be placed in the position offered to them based on their order of preference.

- 3. After each round of the Expedited Posting Process, the Employer will provide the Union with the number of positions posted in that round, the number of positions filled, and the number of positions that were filled by EMR and external applicants.
- 4. The Employer may continue to attempt to fill vacancies in accordance with the ordinary process under the Collective Agreement between rounds of the Expedited Posting Process.
- 5. This Agreement is made on a without prejudice and precedent basis. It will not be referred to in any proceeding except to address a dispute between the Parties with respect to the interpretation, application, or enforcement of this Agreement.
- 6. If any disputes arise in relation to this Agreement, the Parties will first try to resolve those disputes through the Provincial Joint Labour-Management Committee, and then through the grievance process outlined in Article 9 of the Collective Agreement.
- 7. This Agreement will be stored in the Central Repository, and will remain in effect for the term of the 2022-2025 Collective Agreement. If the Employer is partway through a round of the Expedited Posting Process on the Expiry Date, it may complete that round.

MEMORANDUM OF AGREEMENT – FRONTLINE SUPERVISION WORKING GROUP

Add Memorandum of Agreement in Collective Agreement Language

Whereas:

- A. The Parties have a joint interest in ensuring that the system of frontline supervision is operating effectively.
- B. The Parties wish to jointly discuss and explore issues relating to frontline supervision.

Accordingly, the Parties have agreed to the following:

1. The Parties will jointly establish a Frontline Supervision Working Group (the “Working Group”).
2. The Working Group will convene discussions regarding potential cost-neutral improvements to frontline supervision.

Working Group Protocol

3. The Working Group will consist of up to three representatives from each of the Union and the Employer, and a representative from HEABC, unless mutually agreed otherwise.
4. The Working Group will meet within 30 days of ratification of the 2022-2025 Collective Agreement.
5. The parties will establish a new, mutually agreed, selection process for Acting Unit Chiefs within 60 days of the ratification of the Collective Agreement.
6. In the event the parties cannot reach mutually agreeable terms, arbitrator Vince Ready will be seized of the matter for resolution.
7. The Working Group shall report progress to the PJLMC.
8. The Parties shall be responsible for their own costs to participate in the Working Group. Joint costs shall be shared equally.
9. This agreement will expire at the earlier of:
 - a. The Parties agreeing that the work is concluded;
 - b. The expiry of 2022-2025 Collective Agreement

MEMORANDUM OF AGREEMENT – JOB SHARING

Add Memorandum of Agreement in Collective Agreement Language

I- Preamble

- I.1** This Memorandum of Agreement establishes provision for two (2) regular Full-time employees to voluntarily “job share” a single full-time position. Part-time positions may be shared where the Employer and Union agree in good faith.
- I.2** A “Job Sharing Arrangement” refers to a specific written agreement between the Union and the Employer. The Job Sharing Agreement must be signed before a job sharing arrangement can be implemented.
- I.3** The Job Share Agreement template terms and conditions will be agreed to between the parties.

2- Participation

- 2.1** The parties recognize that involvement in job sharing is voluntary for all parties. It is further agreed that there will be no pressure brought to bear on Employers or employees to participate in job sharing, nor will there be access to the grievance procedure should such job sharing not be established.
- 2.2** Employees may initiate a request for job sharing in writing (subject to Article 2.3 and 2.4).
- 2.3** Employees are responsible for identifying a qualified job share partner, which shall be subject to Employer approval.
- 2.4** Job Shares will take place between employees of the same license level. Employees sharing a position will be paid the rate of the job being shared and each employee’s payment will be based on recognition of service and experience within the classification of the job. Any additional shifts worked outside of the Job Share by any individual in the Job Share will be paid at the applicable rate for the shift being filled as per the Collective Agreement

3- Maintenance of Full-Time Positions

- 3.1** Shared positions shall, in all respects with the exception that they are held by two individuals, be treated as though they were single positions with regard to scheduling and job descriptions.

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- 3.2 Employees in job shares may hold primary operator status in a different station than where the job share is situated.
- 3.3 In the event this agreement is terminated the following will occur:
- The non-owner will bid on another position for which they are qualified, revert to On-call status or resign.
- ii) The owner of the position will either resume the full-time position, bid on another position for which they are qualified, revert to on-call status, or resign.
- 3.4 In the event the non-owner of the job share terminates the job share and the owner of the job share position wishes to continue to job share their position, the job owner is responsible for finding a job sharing partner satisfactory to all parties within sixty (60) days. In the event a suitable job share partner is not found the owner of the position will resume their owned position full-time. If the owner of the position does not wish to work the full-time position and no job sharing partner is found, then they will post into another regular position, revert to on-call status, or resign.
- 3.5 The Employer, or either of the Employees in the job-sharing agreement, may terminate this agreement by providing the parties and Employee(s) a minimum of sixty (60) days written notice.
- 3.6 The job-sharing agreement is automatically terminated if either Employee takes a leave under Articles 21.02, 21.04, 21.06, 21.08, 21.09, 21.14, 21.21, 21.23 and 21.24.

4 – Wages and Benefits

- 4.1 Except as modified in this Agreement, each employee in a job sharing arrangement will be treated as a Full-time employee for all benefit purposes, and for pension purposes per section 4.2 below.
- 4.2 Straight-time hours worked by each employee during the job share will be pensionable, and any entitlement to purchase service during the job share will be in accordance with the Public Service Pension Plan rules, the *Income Tax Act*, the *Income Tax Regulations*, and any other applicable laws or regulations.
- 4.3 No relocation expense will be paid to participate in a job share agreement.
- 4.4 The Employees will be paid at their applicable rate in accordance with the Collective Agreement for all hours worked.
- 4.5 Overtime worked by the Employees at the beginning or end of a shift or hours worked in excess of eighty (80) in a pay period will be paid in accordance with Articles 16.01, 16.02, 16.03 and 16.04 of the Collective Agreement.

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4.6 Each employee will receive the full amount of benefits in the following articles of the collective agreement :

Article 24.01 [Dental plan]

Article 24.02(a) and (b) [MSP and Extended Health Benefits Plan]

4.7 Each employee will receive the benefits below prorated based on their Actual hours worked (50%):

Article 19 [Vacation]

Article 20.01 [STIIP]

Article 20.02 [LTD]

Article 24.03 [Group Insurance]

Article 24.04 [WCB]

Article 24.05 [Death in Service]

Article 24.06 [RSRP and H&B Plan]

5 – General

5.1 Each Employee will receive full uniform in accordance with Article 26 of the Collective Agreement;

5.2 All terms and conditions of the current APADBA Collective Agreement not expressly addressed or modified in this Agreement, continue to apply to the Employees in a job-sharing arrangement.

5.3 BCEHS will adjust the seniority of each of the Employees in accordance with the Part-time seniority adjustment process under Article 12.

6 – Probation

6.1 Employees that participate in a job share who are subject to a probationary period under Article 11.08 or 11.09 will serve a probationary period as outlined therein. For greater certainty, the duration of the probationary period will not be increased proportional to the percentage of the job share held by the employee.

This Agreement is subject to renewal in the next round of collective bargaining.

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**MEMORANDUM OF AGREEMENT – JOINT PROVINCIAL HEALTH HUMAN RESOURCES
COORDINATION CENTRE (PHHRCC) – BARGAINING ASSOCIATION CONSULTATION FORUM**

Add Memorandum of Agreement in Collective Agreement Language

Social, environmental, demographic, and economic factors are increasing the demand for healthcare within British Columbia. To deliver the required services a skilled and engaged workforce is required. That workforce is integral to a robust, accessible public system with the ability to rapidly respond to key challenges.

The past few years have been a time of unprecedented change and challenge for B.C.'s health workforce. It is important for the system to have a coordinated approach to identify important themes, address challenges, and build upon existing resources to create a sustainable, equitable, and effective healthcare system.

To effectively deliver on this work the Ministry of Health has established a new Provincial Health Human Resources Coordination Centre (PHHRCC) with membership from the Ministry of Health, Health Sector Workforce and Beneficiary Services Division, regional health authorities, the Provincial Health Services Authority, the Health Employers Association of B.C., and the First Nations Health Authority. The PHHRCC reports to Leadership Council.

The PHHRCC is intended to bring significant focus, attention and discipline to key provincial-level human resource planning activities and initiatives. It will identify strategic actions, develop implementation plans for key approaches, and provide governance, oversight and monitoring of the implementation of these plans. The PHHRCC will look at both intermediate and long-term strategies and actions, as well as address urgent challenges through immediate action, including a focus on supporting Indigenous workers and supporting development of a culturally safe workplace.

In furtherance of the work of the PHHRCC, the Ministry of Health wishes to create a forum for input from Unions. To that end, on a regular basis the Ministry will convene a joint PHHRCC – Bargaining Association consultation forum for the following purposes:

1. Seek input from the Bargaining Associations on evolution and implementation of the Provincial Health Human Resource (HHR) Strategy.
2. Seek input from the Bargaining Associations on issues facing their members with respect to HHR plans, including a specific focus on supporting equity and diversity in the workforce and advancing the recommendations set out through *In Plain Sight*.
3. Seek input from the Bargaining Associations on specific initiatives and plans, including a specific focus on strategies or actions to support the retention of the workforce, including mental health and wellness
4. Consult with the Bargaining Associations on other initiatives that may be considered by PHHRCC.

PHHRCC acknowledges the mutual covenants binding the Parties (HEABC and APADBA) through the terms and conditions of the Collective Agreement. When enacting activities and initiatives, PHHRCC shall give recognition to the process for amending these terms and conditions.

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The Ministry of Health will convene the Forum and present the Terms of Reference for input prior to finalization by the Ministry.

The Ministry intends for this Forum to serve all interested parties in the provincial health care sector, not only the Ambulance Paramedics and Ambulance Dispatchers Subsector. To that end, the Ministry will make efforts to promote participation in the Forum on a provincial and sector-wide basis.

The Ministry of Health shall hold the Forum semi-annually, or more frequently as deemed necessary.

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MEMORANDUM OF AGREEMENT – PHASE OUT OF SOC MODEL

Revised Collective Agreement Language

MEMORANDUM OF AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BC

(“HEABC”)

and

AMBULANCE PARAMEDICS AND AMBULANCE DISPATCHERS
BARGAINING ASSOCIATION

(“APADBA”)

(Collectively the “Parties”)

RE: Phase Out of SOC Model

1. BC Emergency Health Services will phase out the SOC Model in all communities and eliminate all SOC positions across the province by March 31, 2024 (the “Phase Out Date”).
2. Appendix 18 – Memorandum of Understanding Re Introduction of Scheduled on Call Model and Appendix 19 – Appendix A to MOU Re Introduction of Scheduled on Call Model will remain in effect until the Phase Out Date, only as they pertain to existing SOC positions that are being phased out. Thereafter, they will be deleted from the collective agreement.
3. By phasing out the SOC model and eliminating Appendix 18 and 19, the Parties hereby resolve all outstanding disputes concerning SOC and satisfy any remaining obligations under these provisions.
4. As the Employer phases out the combined Community Paramedic/Scheduled On-Call positions, it will post and make reasonable attempts to fill 22.5 FTE of stand-alone Community Paramedic positions across the province.

**MEMORANDUM OF AGREEMENT – RECRUITMENT AND RETENTION OF INDIGENOUS
WORKERS**

Add Memorandum of Agreement in Collective Agreement Language

1. The parties agree that Indigenous peoples are under-represented as workers in the health care system, and Indigenous peoples have historically experienced barriers to accessing health care services. Addressing the under-representation of Indigenous peoples in the health sector workforce is a critical strategy to ensure cultural safety within the health care system for both workers and patients/residents/clients/service users. To that end, the parties will actively support employment equity programs to promote the hiring of Indigenous workers into the health care system, and to increase Indigenous representation within the APADBA bargaining unit.
2. To support the recruitment and retention of Indigenous workers, and to improve the care of Indigenous patients/residents/clients/service users across the health care system, the parties recognize that Employers may select an Indigenous candidate, even where they are not the most senior qualified candidate, when one or more of the following circumstances exist:
 - the Employer has identified a position that provides care or services to Indigenous communities or Indigenous patients/residents/clients/service users and requires the cultural expertise or knowledge of Indigenous peoples, communities and/or nations;
 - where commitments to hire Indigenous peoples with external funding for programs have to be met; and/or
 - where the Employer has identified it is desirable to hire Indigenous peoples into leadership or mentorship roles.
3. The parties agree that there may be new or existing positions that require lived experience, or knowledge of, Indigenous peoples, communities and/or nations. In such cases, the Employer has the management right to require such qualifications on the job description.
4. Further to the circumstances identified in paragraphs 2 and 3, in the absence of fully qualified applicants for a posted position, the Employer may choose to hire an Indigenous candidate who does not possess all required qualifications for the position but would become job ready through Employer-provided training, orientation or mentoring.

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MEMORANDUM OF AGREEMENT – TARGETED WAGE GRID REDESIGN

Add Memorandum of Agreement to Collective Agreement Language

The parties agree to provide targeted wage grid changes to the following specific classifications:

Classifications

- Advanced Care Paramedic
 - Advanced Care Paramedic Off-car Unit Chief/ Planning Coordinator / Logistics Coordinator / PS/CCP-A Supervisor
 - Advanced Care Paramedic Unit Chief / Practice Educator / Paramedic Specialist
 - Advanced Care Paramedic Unit Chief / Practice Educator, Community Paramedics
 - Advanced Care Paramedic, Community Paramedics
 - Critical Care Paramedic
 - Critical Care Paramedic Off-car Unit Chief/ Planning Coordinator / Logistics Coordinator
 - Critical Care Paramedic Unit Chief / Practice Educator / CCP Advisor (Dispatch)
 - Emergency Medical Call Taker
 - Emergency Medical Charge Dispatcher / Practice Educator
 - Emergency Medical Dispatch Supervisor / EMD Practice Educator Supervisor
 - Emergency Medical Dispatcher
 - Infant Transport Team
 - Infant Transport Team Off-car Unit Chief/ Planning Coordinator / Logistics Coordinator
 - Infant Transport Team Unit Chief / Practice Educator
 - Primary Care Paramedic
 - Primary Care Paramedic IV / Secondary Triage Clinician / Low Acuity Patient Navigator
 - Primary Care Paramedic IV Off-car Unit Chief/ Planning Coordinator / Logistics Coordinator
 - Primary Care Paramedic IV Unit Chief / Practice Educator / CISM Lead Coordinator
 - Primary Care Paramedic IV Unit Chief / Practice Educator, Community Paramedics
 - Primary Care Paramedic IV, Community Paramedics
 - Primary Care Paramedic Off-car Unit Chief/ Planning Coordinator / Logistics Coordinator
 - Primary Care Paramedic Unit Chief / Practice Educator
- a. For all the classifications above, effective the first pay period after April 1, 2022, after the GWI which takes effect on the same date is applied, the wage grid in Schedule F2.00 of the

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Collective Agreement will be restructured as follows:

- i. All UHR pay rates at the “2 year” experience pay increment step will be increased by \$0.75.
 - ii. All UHR pay rates at the “3 year” experience pay increment step will be increased by \$1.00.
 - b. For all the classifications above, effective the first pay period after April 1, 2023, after the GWI which takes effect on the same date is applied, the wage grid in Schedule F2.00 of the Collective Agreement will be restructured as follows:
 - i. A new “Year 4” experience pay increment step will be added with an increase of \$1.00.
 - ii. A new “Year 5” experience pay increment step will be added with an increase of \$1.00.
 - c. Effective the first pay period after April 1, 2023, after the GWI which takes effect on the same date is applied and in addition to the increases provided in (a) above, the UHR pay rates under the “3 year” experience pay step for the following classifications will increased by \$1.25:
 - i. Advanced Care Paramedic
 - ii. Advanced Care Paramedic, Community Paramedics
 - iii. Infant Transport Team
 - iv. Critical Care Paramedic
 - v. Advanced Care Paramedic Unit Chief / Practice Educator/ Paramedic Specialist
 - vi. Advanced Care Paramedic Unit Chief / Practice Educator / Paramedic Specialist, Community Paramedics
 - vii. Infant Transport Team Unit Chief / Practice Educator / CCP-Advisor (Dispatch)
 - viii. Critical Care Paramedic Unit Chief / Practice Educator
 - ix. Advanced Care Paramedic Off-car Unit Chief / Planning Coordinator / Logistics Coordinator / PS/CCP-A Supervisor
 - x. Infant Transport Team Off-car Unit Chief/ Planning Coordinator / Logistics Coordinator
 - xi. Critical Care Paramedic Off-car Unit Chief/ Planning Coordinator / Logistics Coordinator

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MEMORANDUM OF AGREEMENT – TEMPORARY TIME TO REPORT MODIFICATION

Add Memorandum of Agreement to Central Repository

Whereas:

- A. BC Emergency Health Services (the “Employer”) anticipates a need to fill a substantial number of positions over the next several years.
- B. The Parties have a joint interest in ensuring that these positions are filled efficiently and in a way that minimally disrupts the delivery of paramedic services in the province.
- C. The Parties wish to establish, on a without prejudice and precedent basis, a temporary modification to the 90-day rule as set out in Arbitrator Gabriel Somjen’s 2021 award.

Accordingly, the Parties have agreed to the following:

1. For the duration of this Agreement, anyone accepting any Regular position under the Collective Agreement will not be entitled to rescind an accepted offer after 61 days of accepting the offer.
2. For the term of the Collective Agreement, this Memorandum of Agreement temporarily modifies the 90 days to report rule affirmed in Arbitrator G. Somjen’s award in *British Columbia Emergency Health Services v Ambulance Paramedics of British Columbia Canadian Union of Public Employees, Local 873, [2021] BCCAAA No 74*, such that Regular and Irregular employees may only rescind within the 61 days after acceptance. Employees that rescind an offer at any time are not guaranteed to be placed back into their current/prior position.
3. This Agreement will be stored in the Central Repository, and will remain in effect for the term of the 2022-2025 Collective Agreement.

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SCHEDULE – A

Change Schedule in Collective Agreement Language

A1.02 Wages

- (a) Wage rates for all employees covered by this Agreement will increase starting the first pay period after the following dates and at the respective rates:
- ~~April 1, 2019 — 2.0%~~
 - ~~April 1, 2020 — 2.0%~~
 - ~~April 1, 2021 — 2.0%~~
 - April 1, 2022: Increase rates of pay by \$0.25 per hour and then a 3.24% general wage increase (GWI) to be applied across all rates of pay.
 - April 1, 2023: Increase rates of pay by 5.5%, with a possible additional GWI of up to 1.25% in accordance with the Cost of Living Adjustment (COLA) Memorandum of Agreement.
 - April 1, 2024: Increase rates of pay by 2%, with a possible additional GWI of up to 1% in accordance with the Cost of Living Adjustment (COLA) Memorandum of Agreement.
- (b) Service pay amounts are defined in Schedule F.
- (c) The parties agree that employees acting in a supervisory capacity shall receive a pro-rated amount of supervisory rates, for the hours spent in that capacity.

A1.03 Advancement through the Wage Grids

- (a) The 10, 15, 20 and 25 year wage increments will be based on completing one year of work calculated from an employee's part-time adjusted date of hire.
- (b) All positions other than those set out in (c) below will progress through the base, 1, 2, and 3 year steps of the wage grid based on completing one year of work, calculated as per Schedule A1.03(d), (e), and (f) below, in any of these classification levels.
- (c) ACP/CCP and ITT ("Advanced Life Support") as well as EMCT and EMD ("Dispatch") will continue to progress through the base, 1, 2 and 3 year increments of the wage grid based on completing one year of work, calculated as per Schedule A1.03(d), (e), and (f) below, in the applicable license level and/or classification level (i.e. one year of license-level experience.) A move to or between these classifications will result in a resetting of experience pay to the base level, subject to paragraph (d) and (e) below.
- (d) Where an employee posts into a position in a higher classification that is listed in (c) above (i.e. a classification with a higher base rate of pay than the base rate of pay of their current position's classification), the employee will move to the higher of:
- i. the lowest increment of base, 1, 2, or 3 within the wage grid for the higher classification, which will not result in a wage reduction as compared to their previous wage rate; or

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- ii. if applicable, the increment of base, 1, 2, or 3 that the employee had previously attained while working within that higher classification.
- (e) Employees who transfer from a paramedic position to a dispatch position in a lower classification (i.e. a classification with a lower base rate of pay than the base rate of pay of their current position's classification), shall stay at the PCP-IV wage rate applicable to their years of experience as a paramedic as of the time they entered the dispatch position (subject to general wage increases) until the level of dispatch wage rate equals or exceeds that wage rate.
- (f) For the purposes of moving through the increments of the wage grid, "one year of work" for full-time employees is when the employee completes one anniversary year as a Full-Time employee per Article 22.04, subject to the leave provisions of the Collective Agreement.
- (g) For the purposes of moving through the increments of the wage grid, "one year of work" for On-Call employees is based on completing an anniversary year of employment and completing at least 1950 hours per year. A maximum of 178 hours per month and 1950 hours annually may be counted toward this calculation. If the on-call employee does not complete the required hours by their anniversary date, the on-call employee will be credited the year of service on the pay period immediately following the date on which they completed their 1950 hours. The calculation of the employee's next 1950 hours and anniversary year of employment will then begin from the date upon which s/he met the 1950 hour threshold.
- (h) For the purposes of moving through the increments of the wage grid, "one year of work" for Job Share and Regular Part-time ("RPT") employees shall be calculated by combining RPT and On-Call hours to a maximum of 178 per month and 1950 per year.
- (i) When an On-call or Regular Part-time employee successfully bids to Full-time status, they will be credited for their current year within the wage grid in the following manner:
 - i. If on their Full-time start date, the employee had accumulated 975 hours or more towards the "one year of work" since their last wage increase, then they will be credited with the full one year of work.
 - ii. If on their Full-time start date the employee had accumulated 974 hours or less towards the "one year of work" since their last wage increase, then they will receive their next full one year of work after one full year of full-time work.
- (j) "Hours" for the purposes of items (e), (f) and (g) above, includes all hours spent on- call and hours worked by an employee on regular, standby, on-call, and spareboard shifts, as well as performing administrative work. Subject to the leave provisions of the Collective Agreement, credit for "hours", based on an average of the previous twelve (12) months worked, will be given to employees on maternity, parental, adoption and military leave, as well as employees who are absent for educational purposes under Article 21.24 or leave granted under Schedule E2.03. There will be no double-counting of hours.
- (k) Employees who change employee status (On-call to Regular Part-time or to Full-time, or vice versa) will not have their placement in the wage grid adjusted as a result of the change in status, unless there is a change in classification as contemplated in (c) above.

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- (l) Employees moving to a higher license level will continue to accumulate "years of work" for the purpose of the 10, 15, 20 and 25 year wage increments, and, for the purposes of the base, 1, 2 and 3 year increments will either:
 - i. Remain in their increment of the wage grid if they are moving to a Position referenced in Schedule A1.03(b) above; or
 - ii. Return to the base increment of the wage grid in accordance with their license level experience if they are moving to position referenced in (c) above.

Employees who earn experience at a given license level will be deemed to have gained experience at all lower license levels.

- (m) The placement of an employee moving between dispatch and paramedic or vice versa shall be dependent on service and license level as set out in Schedule A1.03(i) and (j) above, as applicable.
- (n) An employee who retires, and is hired back, will be placed at the 3 year rate within their classification.
- (o) The accounting of hours and service will only be used for the purposes of placing employees on the pay grid.
- (p) The Employer will endeavor to provide a reasonable mechanism for employees to have access their accumulation of hours.

[The Settlement Agreement Re: UHR Article A1.03 dated December 6, 2021 will be added into the Central Repository with all employee names redacted. This settlement agreement will continue to be in force except as modified by the changes to the collective agreement as outlined above.]

A1.04 Previous Experience

- (a) Where a new employee is employed in a Regular position, the Employer may credit the employee with the following wage recognition for years of relevant paramedic/dispatch experience at the level of the position, as determined by the Employer:
 - (i) placement on the UHR experience step; and
 - (ii) service pay entitlement as outlined in Schedule F1.00.
- (b) Where more than two (2) years have elapsed since the employee obtained such experience, wage recognition of the employee's years of relevant experience provided for under (a) will be reduced by the number of years since the relevant experience was obtained.
- (c) Where more than five (5) years have elapsed since the employee obtained the relevant experience, the Employer will not credit the employee with any wage recognition under this Schedule.

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- (d) For clarity, new employees will not be credited with any seniority or "experience within BCEHS" for the purpose of Article 13.03 and 13.05.

SCHEDULE E – ON-CALL EMPLOYEES

Change Schedule in Collective Agreement Language

SCHEDULE E3.00 – QUALIFICATIONS, TRAINING, AND STAFFING

E3.04 Staffing

(a) Subject to Article 13.01(g) should the Employer post a full-time or regular part-time vacancy(s) pursuant to Schedule E3.03 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 Article 13.01(~~d~~) (c) or Schedule E3.04(a), the On-call 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 E3.02, and who have a satisfactory work record.

SCHEDULE E6.00 – HOURS OF WORK

E6.02 Necessary Rest Period

An On-call employee, while filling a regular shift, shall receive a minimum of eight (8) clear hours between overtime abutting such regular shift and the start of any subsequent regular shift with an additional allowance for reasonable travel time. Such travel time shall not exceed one (1) hour each way.

SCHEDULE E16.00 - BENEFITS

E16.01 Benefits

- (a) On-call employees shall receive seventeen per cent (17%) over and above earnings, not including shift premiums, in lieu of all benefits including vacation.
- (b) On-call employees will be covered by the benefits outlined in (i) below, after having worked ~~seventy-eight hundred (7800) hours of spareboard or on call coverage since June 21, 2013 and have worked 1152 hours in the previous twelve (12) months~~ 6 months and 576 hours of spareboard or on call coverage. If the on-call employee does not complete the required hours by the 6 month date, the on-call employee will be credited for benefit accrual on the pay period immediately following the date on which they complete the required hours. Employee worked hours will be calculated following each bi-weekly pay period for benefit eligibility with benefits effective the following calendar month.

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- (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) On-call employees entitled to the foregoing will not receive the payment outlined in E16.01(a), but shall receive six per cent (6%) in lieu of vacation.
- (iii) This benefit plan is mandatory for On-call employees who qualify pursuant to E16.01(b).
- (c) In order to maintain coverage after working the threshold in (b) above, an On-call employee must have ~~worked~~ provided a combined minimum of ~~1152 hours~~ twenty-four (24) shifts of spareboard or on call coverage and/or spareboard work in each quarter as defined by the Employer annually.
- (d) On-call employees who have not qualified for benefits pursuant to E16.01(b) above shall be covered by twenty thousand dollars (\$20,000) occupational accidental death and dismemberment insurance.
- (e) On-call employees who qualify for benefits pursuant to Schedule E16.01(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.

E16.02 SICK DAYS

As provided for under the *Employment Standards Act*, On-call employees will be entitled to paid sick leave as follows:

- (a) All On-call employees will have up to five shifts of paid (100%) sick leave per calendar year at their regular hourly rate.
- (b) Employees must have been employed for a minimum of 90 days with BCEHS/PHSA.
- (c) Sick days do not carry over into the next calendar year.
- (d) A doctor's certificate may be required for illnesses or injuries attaining or exceeding four (4) shifts in duration and may be required where it appears that a pattern of consistent or frequent absence from work is developing.
- (e) Administration procedures relating to this Plan will be established by the Employer and included in the Policy and Procedures Manual
- (f) Where the Employer requires an employee to provide a medical note as proof of illness, the Employer will reimburse the reasonable cost of the note.

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SCHEDULE F – WAGE GRIDS

Change Schedule in Collective Agreement Language

F1.00 SERVICE PAY

Effective the first pay period after April 1, ~~2019~~ 2022, the service pay amounts will be added to the Universal Hourly Rates (UHR) Wage Schedule for Full-time and Regular Part-time employees based on achieving the following anniversary dates with the Employer, or per A1.04, as follows:

- An additional ~~\$0.33~~ \$0.66 per hour upon reaching the 10th year anniversary.
- An additional ~~\$0.66~~ \$0.99 per hour upon reaching the 15th year anniversary.
- An additional ~~\$0.97~~ \$1.32 per hour upon reaching the 20th year anniversary.
- An additional ~~\$1.33~~ \$1.65 per hour upon reaching the 25th year anniversary.

F2.00 EMPLOYEE WAGES

Delete the following 2019-2022 Ambulance Paramedics and Ambulance Dispatchers Subsector Collective Agreement Wage Grid for:

- Dispatch Officer

Add the following the following Wage Grid to the 2022 Ambulance Paramedics and Ambulance Dispatchers Subsector Collective Agreement Wage Grid for:

- CISM Lead Coordinator (PCP-IV UC wage grid)
- CCP Advisor (dispatch)
- Paramedic Specialist
- Secondary Triage Clinician
- Low Acuity Patient Navigator
- PS/CCP-A Supervisor
- EMD Practice Educator Supervisor

F7.00 SHIFT PREMIUMS (UP TO MARCH 31, 2023)

- (a) Commencing the first pay period after April 1, 2020, an Employee shall be paid a night shift premium of \$1.50 per hour for all hours worked between 23h00 and 05h00.
- (b) In addition to the night shift premium in (a) above, commencing the first pay period in April 2020, an Employee shall be paid a weekend night shift premium of \$1.50 per hour, for a total shift premium of \$3.00 per hour, for all hours worked between 23h00 Thursday and 05h00 Friday, between 23h00 Friday and 05h00 Saturday, and between 23h00 Saturday and 05h00 Sunday.
- (c) Employees working either call out or standby shifts will attract the above premiums on all hours paid at their full rate of pay during the hours referenced above.
- (d) Commencing the first pay period after April 1, 2021, employees working an Alpha Paramedic

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shift shall be paid \$3.60 per hour for all hours worked between 18h00 and 06h00.

- (e) Employees working either call out or standby shifts will attract the above premiums on all hours paid at their full rate of pay during the hours referenced above.
- (f) Commencing the first pay period after April 1, 2021, employees working an Alpha Paramedic shift shall be paid \$3.60 per hour for all hours worked between 18h00 and 06h00.

Commencing the first pay period after April 1, 2023, the following provision will fully extinguish and replace the entirety of Schedule F7.00 above

F7.00 SHIFT PREMIUMS

- (a) Employees shall be paid a night shift premium of \$2.00 per hour for all hours worked between 18h00 and 06h00.
- (b) Employees shall be paid a weekend shift premium of \$2.25 per hour for all hours worked between 18h00 Friday and 06h00 on Monday.
- (c) Employees working callout shifts will attract the above premiums on all hours paid at their full rate of pay during the hours referenced above.
- (d) Employees working an Alpha Paramedic shift shall be paid \$3.60 per hour for all hours worked between 18h00 and 06h00.
- (e) Where applicable, employees will be entitled to multiple premiums under this provision concurrently.

F8.00 ON-CALL SHIFT COVERAGE PAY

- (a) Employees scheduled to be on-call shall receive ~~two dollars (\$2.00)~~ twelve dollars (\$12.00) per hour, for each scheduled hour on-call.
- (b) On-Call Shift coverage pay is not considered 'Earnings' as described in E16.01(a) nor considered 'Work' pursuant to Schedule E7.01.

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APPENDIX 5 – MEMORANDUM OF AGREEMENT

Change the Appendix in Collective Agreement Language

RE: SPECIAL OPERATIONS PLANNED EVENTS, TRAINING & SCHEDULING

The parties agree that there is a need for paramedics and dispatchers to work additional shifts through the ~~Special Operations (Planned Events)~~ program.

To facilitate orientation and scheduling of ~~Special Operations~~ Planned Events work, the parties agree to the following:

- a. This agreement will be utilized by Metropolitan Posts in all areas of the Province that ~~conduct Special Operations work more than six (6) times per calendar year. In areas that complete less than six (6) operations per year or have "ad hoc" work, In all other Posts,~~ such work shall be scheduled within the post in accordance with the Collective Agreement.
- b. At least annually, or as required, the ~~Special Operations~~ Planned Events department will post an expression of interest (EOI), by post, for paramedics and dispatchers interested in working ~~Special Operations~~ Planned Events. This EOI will identify the anticipated number and type (car, bike, gator, dispatch, command, etc.) of positions needed.
- c. Subject to f) below, selection of applicants from the EOI will be in accordance with Article 13.01.
- d. Once the successful applicants are identified. They will be required to attend the orientation program delivered by the ~~Special Operations~~ Planned Events group. At the completion of the orientation. Subject to e) and f) below, those employees will be identified to the Provincial Scheduling Office as "Planned Events Qualified" and the specific qualification they have obtained (crew, gator, etc.).
- e. Employees applying to the Bike Squad EOI will be required to successfully complete a fitness assessment. Those employees who successfully complete the bike squad fitness assessment and orientation will be recognized as Planned Events bike squad qualified. Bike squad qualified employees shall be subject to fitness assessment requalification at least every two years.
- f. Current Full-time supervisory applicants to the Planned Events Commander EOI will be selected in order of seniority. Where there are insufficient, or no current Full-time supervisory applicants, other applicants will be selected pursuant to Article 13.03 of the collective agreement. Employees who successfully complete orientation for this role will be recognized as ~~Special Operations~~ Planned Events Commander qualified.
- g. Qualified employees shall ~~not~~ be required to submit availability to the Employer. ~~provincial scheduling.~~ Planned Events ~~work~~ shall be offered on a rotational basis in a fair and equitable manner to those that are available and Planned Events Qualified for each specific

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position (crew, bike, gator, command, etc.)

h. Employees who are Planned Events Qualified and choose to change employee statuses, change posts or utilize retiree / rehire provisions, will no longer be Planned Events Qualified and may re-apply on the next applicable EOI.

APPENDIX II – MEMORANDUM OF AGREEMENT

Change Appendix in Collective Agreement Language

RE: ~~WORKING GROUP FOR A PROVINCIAL FRAMEWORK ON OCCUPATIONAL HEALTH AND SAFETY (OHS) IN HEALTH CARE~~

RE: PROVINCIAL HEALTH AND SAFETY

~~Whereas~~ The parties share a common interest in preventing workplace injuries and promoting safe and healthy workplaces at all worksites, throughout the health care sector, with shared objectives to:

The parties acknowledge the need for a provincially coordinated and integrated effort to improve the health and safety of health care workers and to establish systems to implement the shared objectives below:

- Promote a safe and healthy work environment and organizational safety culture through prevention of injury initiatives, safe workloads, promotion of safer work practices and healthy workforces, including pilot and demonstration programs;
- Prevent and reduce the incidence of injuries (physical and psychological) and occupational diseases;
- ~~Evaluate and promote~~ Support the adoption of leading (best) practices, programs or models;
- ~~Identify and develop a provincial framework and systems for implementing these objectives~~
- Facilitate co-operation between unions and employers on health and safety issues;
- Facilitate and provide education and training for effective functioning of local Joint ~~OHS~~ Occupational Health and Safety committees;
- Share information, data, and experience ~~and best practices~~ across the sector
- Improve compliance with *Workers Compensation Act*, ~~OHS regulation~~ Occupational Health and Safety Regulation and ~~recommendations~~ relevant physical and psychological standards; and
- Support the implementation of Canadian Standards Association (CSA) Standards for Z1000-14 Occupational Health and Safety Management and CSA Z1003-13 Psychological Health and Safety in the Workplace.

~~Whereas the parties acknowledge the need for a coordinated and integrated effort to improve the health and safety of health care workers and renew and rebuild a provincial framework/structure for occupational health and safety in the BC health care sector, built on the following principles:~~

And where as the BC Health Care Occupational Health and Safety Society (currently known as SWITCH BC) was jointly established in November 2020 to provide the organizational basis for an innovative and collaborative initiative to influence, invest in and support province wide initiatives to improve health care worker health and safety. SWITCH BC was built on the following principles:

- Broad stakeholder engagement in governance;

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- Collaborative approach;
- Transparency; and
- Evidence-based decision making; and
- Accountability/Commitment (Compliance).

Therefore, the parties agree as follows:

~~1. APADBA will join the joint provincial working group, within thirty (30) days of ratification, or as soon as reasonable practicable.~~

~~2. The working group will meet as frequently as necessary in order to conclude recommendations within the timeframe set by the joint provincial working group.~~

~~3. The working group is co-chaired by HEABC and the representative from the Facilities Bargaining Association (FBA) and comprised of one representative from each participating Employee stakeholder group (bargaining association) and three Employer representatives. The working group also includes a representative from Doctors of BC, and other relevant groups as agreed by the participants. The working group operates on a consensus model.~~

~~4. The working group is responsible for making recommendations to the stakeholder groups and Leadership Council to establish a provincial framework/structure (the "Provincial Framework") for Health Care Sector Occupational Health and Safety issues and solutions including consideration of a staff structure. The working group will regularly (monthly) update all stakeholders, prior to the submission of final recommendations, which shall be given due consideration by stakeholders and Leadership Council.~~

~~5. The working group will explore opportunities and make recommendations regarding potential sources of ongoing funding for initiatives carried out under this Provincial Framework.~~

1. The parties commit to support the SWITCH BC in carrying on with projects previously agreed to and future projects in support of occupational health and safety projects in the healthcare sector. An example of such project includes the OHS Resource Centre.

2. The parties will assist SWITCH BC in securing sources of ongoing funding.

6. 3. HEABC will contribute a sum of \$100,000 per annum to APADBA for occupational health and safety initiatives, to be used to advance Occupational Health and Safety improvements. APADBA may use all or part of the funding allocated to it to contribute towards the provincial projects undertaken by SWITCH BC, Provincial Framework /structure/projects, or APADBA may choose to use all or part of this funding, in conjunction with the member Employers and HEABC, to identify and address initiatives specific to APADBA.

APPENDIX 15 – MEMORANDUM OF UNDERSTANDING

Change Appendix in Collective Agreement Language

RE: TEMPORARY VACANCIES AND TEMPORARY POSITIONS

Temporary Vacancies and Positions:

1. A temporary vacancy is created by the temporary absence of a regular employee from a continuing position. The Employer will determine whether the absence of an irregularly scheduled employee creates a temporary vacancy.
2. A temporary position may be created by the Employer for a limited duration to address a temporary increase in workload or for a specific term, season, project or trial (e.g. grant funded, capital projects, pilot projects, or term specific assignments).

Where the Employer creates a temporary position under (2) above, the Employer will notify the Union.

3. When a temporary vacancy or position occurs, it will be filled in the following manner:
 - (a) Temporary vacancies with a duration of less than twelve (12) months, will be filled by qualified Irregularly Scheduled Employees ("ISE") or through Article E3.06 – Work Allocation – Spareboard and On-Call Shift Coverage.
In the event the temporary Vacancy is not filled as above, the temporary vacancy will be posted in accordance with 5(f) below.
 - (b) The Employer may appoint an employee into a temporary position with a duration of less than six (6) months.
 - (c) If a temporary vacancy has a duration of twelve (12) months or greater, or if a temporary position has a duration of six (6) months or greater, the vacancy will be posted for a minimum of fourteen (14) days.
 - (d) Where a temporary vacancy or position is being filled under (a) or (b) above, and is extended to require a posting under (c) above, the vacancy or position will be posted providing there is expected to be at least four (4) months remaining at the time of the extension.

Where a temporary position has been extended from its initial duration without posting, it may not be extended further without the Union's agreement unless that position is posted.
 - (e) A temporary vacancy or position will be posted for Full-time, Regular Part-time, or On-Call employees to access. Employees applying for a temporary vacancy or position must be available for the term of the vacancy or position.
 - (f) Temporary postings for Specialized Practice or Supervisory positions, or newly classified positions, will be selected in accordance with Article 13.03, except they may not utilize 13.03(d) or (e) to move into a regular position.

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All other temporary postings shall be awarded by seniority to qualified in-post ISE first. Should an ISE not apply or not accept the vacancy, it shall be awarded to a qualified employee in the following order:

- (i) Full-time employees in order of seniority;
 - (ii) Regular Part-time employees in order of earliest date of hire with the Employer;
 - (iii) Primary Operator On-call employees where the vacancy or position resides in order of earliest date of hire with the Employer; then
 - (iv) Other On-call employees in order of earliest date of hire with the Employer.
- (g) Where the vacancy or position remains unfilled, the work will be allocated pursuant to Article E3.06 – Work Allocation – Spareboard and On-Call Shift Coverage.
4. When an employee fills a temporary vacancy, they will assume the shift pattern and hours of the position for the term of the vacancy.
 5. A Full-Time employee who successfully bids into a temporary vacancy will maintain their existing seniority and build upon it in accordance with Article 12.01.
 6. A Regular Part-time or On-Call employee who fills a temporary vacancy or position will accrue seniority on an hourly basis, for all regular hours worked in the vacancy or position pursuant to Article 12.01(a)(ii).
 7. An On-Call employee does not change status when posting into a temporary vacancy or position. Any employee who fills a vacancy per (1) above, or position per (2) above will temporarily change status to Full-time or Regular Part-time. Employees will be entitled to all prorated vacation entitlements, leaves, and benefits associated with their temporary position or temporary vacancy.
 8. On-call employees in a temporary position will utilize their adjusted date of hire to apply for regular part time or Full-time job postings.
 9. All employees that work in temporary vacancies or temporary positions will be entitled to vacation accrual during the term of the temporary positions or temporary vacancies. The Employer will work with employees in temporary vacancies or positions in efforts to enable them to take vacation during their temporary position or vacancy, subject to operational requirements. Employees that were On-call status prior to entering a temporary vacancy or temporary position may schedule vacation in accordance with operational requirements, provided that the temporary vacancy or position has duration of six (6) months or greater. If an On-call employee continues to have unused accrued vacation at the end the temporary vacancy or position, the Employer will pay out the unused vacation. The Employer will endeavor to pay out unused vacation by the second pay period after conclusion of the temporary vacancy.
 10. Where an incumbent gives notice of the end of their absence, the employee occupying the temporary vacancy will be advised of the timing of their return to their former position.
 11. If an employee relocates to fill a temporary vacancy or position, Article 13.06 will not apply and the Employer will not be required to pay the employee's moving expenses.
 12. Any temporary position that exceeds twenty-four (24) months will be posted as a regular position pursuant to Article 13 and the applicable selection process will apply.

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13. Employees in temporary positions or vacancies will be provided with a minimum of fourteen (14) days' notice of any projected change to the end date of their temporary position or vacancy. Employees in temporary positions or vacancies will not have access to recall and lay-off rights pursuant to Article 14 with respect to the temporary position or vacancy. In the case of an On-call employee, notice shall be given prior to the 15th of the month prior to when the temporary position or vacancy will end.
14. At the conclusion of the temporary vacancy or position, the employee occupying the temporary vacancy or position will return to their former position. On-call employees returning to their previous post will maintain their date of hire.

~~This agreement is subject to renewal in the next round of collective bargaining.~~

***Consequential amendment of renumbering required.**

APPENDIX 22 – MEMORANDUM OF AGREEMENT

Move Collective Agreement Language

RE: CONSEQUENTIAL AMENDMENTS -EMPLOYMENT STANDARDS ACT COMPLIANCE

Move Articles and language of 2022 Green Sheets for Consequential Amendments of Employment Standards Act Compliance into the body of the Collective Agreement

Specific agreements:

Article 16.00

Article E7.00

Article 21.27

Article 29.00

Article E3.00

Joint interpretations for article E3.00 and 16.00/E7.00 be added to repository

WHEREAS on July 19, 2019, the Parties entered into an agreement in principle for the renewal of the collective agreement between HEABC and APADBA (the “Agreement in Principle”); and

WHEREAS the Agreement in Principle was subject to a time-limited Order in Council exempting employees under the parties’ collective agreement from Part 4 of the *Employment Standards Act* (Hours of Work and Overtime); and

WHEREAS the purpose of the aforementioned time-limited exemption is to allow for the orderly transition into compliance with the *Employment Standards Act* (the “Act”) in a manner that enhances service delivery; and

WHEREAS on September 6, 2019, the aforementioned Order in Council was deposited and employees under the parties’ collective agreement (the “Collective Agreement”) are exempt from Part 4 of the Act until March 31, 2022;

THEREFORE, THE PARTIES AGREE:

- I. Nothing in this memorandum of agreement alters the Parties’ Agreement In Principle with respect to Fox Shift Conversion:
 4. Fox Shift Conversion
 - a) The Employer will eliminate all Fox shifts during the term of this Collective Agreement to be completed by March 31, 2022.

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- b) Through deployment reviews, the Employer shall determine the appropriate replacement for all Fox shifts based on coverage and utilization needs, which may result in some Fox shifts being replaced with full-time shift patterns; while other Fox shifts may be replaced by Regular Part-time, Scheduled On-call, and/or Kilo shifts.
2. The Parties agree to replace paragraph 5 of the Agreement in Principle with the following:
5. Alpha Shift Patterns
- a) The Parties agree that, effective the first pay period following April 1, 2021, the following shift patterns shall be revised:
 - i. Alpha Crew Pattern
 - Four (4) twelve (12)-hour shifts followed by four (4) consecutive days off, followed by:
 - Four (4) twelve (12)-hour shifts followed by four (4) consecutive days off, followed by:
 - Four (4) twelve (12)-hour shifts followed by four (4) consecutive days off, followed by:
 - Four (4) twelve (12)-hour shifts followed by five (5) consecutive days off, followed by:
 - Three (3) twelve (12)-hour shifts followed by four (4) consecutive days off.
 - ii. Dispatch Alpha Shift Pattern
 - Four (4) twelve (12)-hour shifts followed by six (6) consecutive days off, with an additional twelve (12)-hour shift scheduled to abut a work block every sixth block to equal an average of thirty-five (35) hours per week. The additional twelve (12)-hour shifts will alternate between day shift and night shift.
3. The language regarding overtime in the Agreement in Principle remains unchanged:
7. Overtime
- a) The parties agree that all other references to overtime thresholds and payment at straight-time rates shall conform to the standards set out in the *Employment Standards Act* and shall be revised accordingly on or before March 31, 2022. Such revisions shall include, but not be limited to, ensuring appropriate overtime rates are paid for work in excess of twelve hours per day, or an average of forty hours per week, including payment for training on days off for Full-time employees or other employees for whom such hours exceed forty hours per week.
4. Work Allocation
- Pursuant to the changes to the ESA, call-outs may attract overtime. The parties agree that the Employer will be able to exhaust in-post straight-time options before being required to assign shifts at overtime. The parties acknowledge that this will require changes to the Collective Agreement work allocation rules and the Work Allocation Guidelines. The parties commit to

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working collaboratively in advance of implementation to revise work allocation rules and practices to reflect this agreement and to revise the related collective agreement language in advance of the next round of bargaining.

5. The Parties agree to implement the following Collective Agreement amendments no later than March 31, 2022, or at such time as all Fox shifts and all Alpha shifts (paramedic and dispatch) have been converted per the Agreement in Principle (if these conversions occur before March 31, 2022):

The Parties agree to delete all references to “on-call” or “callout” shifts and replace with “Kilo” to distinguish between on-call shifts and “On-call” status of employees. This is not intended to be a substantive change to the rights of either party.

Article 1.01 – Definitions

- (e) An “Irregular Full-time” employee is one who works two hundred twenty-eight (228) hours in a forty (40)-day or six hundred (600) hours in a one hundred twenty (120)-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 Agreement.

Article 16 – Overtime

16. OVERTIME

16.01 Calculation of Overtime

Full-time and Regular Part-time employees required to work overtime immediately following or immediately preceding their regular shift shall be paid for such overtime at one and one-half (1.5) times their hourly rate of pay for the first three (3) hours in excess of the regular shift and thereafter at two (2) times the hourly rate of pay. This notwithstanding, all hours that exceed twelve (12) hours in one shift shall be paid at two (2) times the hourly rate of pay.

Regular Part-time employees will attract overtime rates for all hours worked in a regular shift that exceed six (6) hours, or their regularly scheduled shift, whichever is longer. In addition, Regular Part-time employees who are requested to work in excess of seventy-five (75) hours in a bi-weekly pay period shall be paid overtime at one and one-half (1.5) times their hourly rate of pay and at two (2) times the hourly rate of pay for any hours that exceed twelve (12) hours in a shift.

16.02 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 Article 16.01.

16.03 Extended Tour of Duty

Any employee who is not properly relieved from duty upon termination of a shift for the reason that a relief has failed to report for duty at the scheduled time and place, shall be required immediately to advise the Dispatcher of the fact that the employee has not been properly relieved and will then be on an extended tour of duty until properly relieved for a maximum of two (2) hours subject to the completion of any events. Such time shall be paid at double the employee's regular hourly rate.

16.04 Extra Shifts

(a) Recall to Duty

- (i) The regular rate of pay noted in (ii) below shall be calculated on the basis of the rates established in Schedule F.
- (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 one and one-half (1.5) times the regular hourly rate of pay for all hours worked and at two (2) times the hourly rate of pay for any hours worked that exceed twelve (12) hours in a shift.
- (iii) Coverage for all vacancies on scheduled shifts shall be strictly voluntary for Full-time and Regular Part-time employees. Any employee called to work an additional shift or part of a shift shall be paid for a minimum of three (3) 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 seventy-five (75) hours in a bi-weekly pay period.

(b) Kilo Coverage

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

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- (i) If the callout lasts four (4) hours or less, the Full-time or Regular Part-time employee shall be paid a minimum of four (4) hours at the appropriate rate of pay.
- (ii) Regular Part-time employees shall be paid overtime rates for hours worked in accordance with (iii) below after they have exceeded seventy-five (75) hours in a bi-weekly pay period.
- (iii) Overtime rates shall be paid at the rate of one and one-half (1.5) times the regular hourly rate of pay for all hours worked and at two (2) times the hourly rate of pay for any hours that exceed twelve (12) hours in a call.
- (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 (4) hours.
- (d) Subject to (e) below, Full-time employees who do not make themselves available for Kilo shift coverage for three (3) consecutive months, shall not be entitled to exercise seniority rights for further Kilo shift coverage for a period of one (1) year.
- (e) Employees may be granted up to three (3) months leave from providing availability for Kilo shift coverage.

Article 19 – Annual Vacations

19.03 Annual Vacation Entitlement

- (a) Employees who work Paramedic Alpha, Bravo, Bravo/Charlie, or Charlie Shift Patterns (Schedule A1.01(e)(i) and (ii) or A1.01(f)(iii)):

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 Delta Shift Pattern (Schedule A1.01(e)(iii)-(v) and (f)(i)) or Paramedic Romeo or Victor Shift Pattern:

1st to 6th vacation years 22 shifts

7th to 9th vacation years 27 shifts

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- | | |
|------------------------------------|-----------|
| 10th and thereafter vacation years | 31 shifts |
|------------------------------------|-----------|
- (c) Employees who work Dispatch Alpha Shift Patterns (Schedule A1.01(f)(ii)):
- | | |
|------------------------------------|-----------|
| 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 Dispatch Echo (Schedule A1.01(f)(iv)):
- | | |
|------------------------------------|-----------|
| 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 a Paramedic Echo Shift Pattern (Schedule A1.01(e)(vi)):
- | | |
|------------------------------------|-----------|
| 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:
- | | |
|------------------------------------|-------------|
| 1st to 6th vacation years | 165 hours |
| 7th to 9th vacation years | 202.5 hours |
| 10th and thereafter vacation years | 232.5 hours |
- (g) Annual vacation entitlement under this Article as outlined above, and time off in lieu of statutory holidays under Article 18.01, must be combined in order that entitlements for time off in accordance with these two Articles shall be taken as complete shiftblocks.
- (h) Employees will start to earn their extra shift(s) of vacation in their first (1st) vacation year.

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- (i) Pursuant to Article 19.03(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 Article 19.03(g), those employees referred to in Article 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 Article 19.03(i), 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.

Article 34 – Service Models

34.02 Remote Deployment

The Scheduled On-call model and staffing shall be deployed pursuant to the Memorandum of Agreement Re: Scheduled On-call.

- (a) Primary Care Paramedic (PCP) is the minimum qualification for paramedics in remote posts, but the Employer may employ 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 Kilo work assignments that are separate from their normal full-time working assignment.
- (c) Kilo work assignments 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 E3.06 through E3.10 of the 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 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 principals at the RJLMC level are unable to come to an agreement on

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amendments to specific station or post scheduling processes, the matter is to be referred to the PJLMC process identified in this memorandum.

- (f) Kilo work assignments in remote communities will be allocated as set out in Schedule E3.06 through E3.10.
- (g) Primary operator vacancies in Remote posts will be filled on the following basis from among those individuals who have applied to the on-call lateral process or have an external application on file, alternating between (a) and (b):
 - (i) Transfers of qualified bargaining unit applicants in order of the order earliest original date of hire with the Employer.
 - (ii) Local applicants:
 - a) Qualified applicants from within the bargaining unit who reside within the normal post response area.
 - b) Where no applicants under (a) are available, the Employer may hire qualified applicants from outside of the bargaining unit who reside within the normal post response area.
 - (iii) Where no applicants under (i) or (ii) are available the Employer may hire unqualified applicants.
- (h) All primary operator employees covering on-call shifts will receive Kilo shift coverage pay as prescribed by Schedule E8.02 of the Agreement.
- (i) When primary operator employees respond to Kilo calls, they will be paid at the appropriate paramedic rate, in accordance with Article 16.04(a) or Schedule E6.01 of the Agreement, as applicable.

34.03 Rural Deployment

The Scheduled On-call model and staffing shall be deployed pursuant to the Memorandum of Agreement Re: Scheduled On-call.

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 Kilo work assignments that are separate from their normal full-time working assignment.

- (a) Second line and subsequent response units will be staffed and remunerated as Kilo coverage, in the same fashion as laid out for Remote posts above. These are not full-time designated units.
- (b) PCP is the minimum qualification for paramedics in rural posts but the Employer may employ paramedics with lesser qualifications as necessary to maintain services in the absence or unavailability of a paramedic with PCP qualifications.

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- (c) Spareboard shifts and Kilo shifts will be scheduled on a monthly basis. The shift opportunities will be offered to primary operator employees as set out in Schedule E3.06 through E3.10.
- (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 E3.06 through E3.10 of the 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 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 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.
- (f) Full-time regularly scheduled employees will continue to be scheduled as they were under the terms of the Agreement.
- (g) Primary operator positions vacancies in Rural posts will be filled on the following basis from among those individuals who have applied to the on-call lateral process or have an external application on file, alternating between (i) and (ii):
 - (i) Transfers of qualified bargaining unit applicants in order of the earliest original date of hire with the Employer.
 - (ii) Local applicants:
 - a) Qualified applicants from within the bargaining unit who reside within the normal post response area.
 - b) Where no applicants under (a) are available, the Employer may hire Qualified applicants from outside of the bargaining unit who reside within the normal post response area.
 - (iii) Where no applicants under (i) or (ii) are available the Employer may hire unqualified applicants.

34.04 Urban Deployment

- (a) Primary Operator staff are Regular Part-time and On-call paramedics attached to an operator or post to access work assignments, and Full-time paramedics attached

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to an operator or post to access work assignments that are separate from their normal full-time working assignment.

- (b) Primary operator positions vacancies in Urban posts will be filled on the following basis and in the following order, from among those individuals who have applied to the on-call lateral process or have an external application on file:
 - (i) Transfer of qualified bargaining unit applicants hired prior to September 11, 2004, in order of earliest original date of hire with the Employer.
 - (ii) Qualified applicants from within the bargaining unit who reside within the normal post response area.
 - (iii) Other qualified applicants from within the bargaining unit in order of the earliest original date of hire with the Employer.
 - (iv) Other qualified applicants from outside of the bargaining unit.
- (c) PCP is the minimum qualification for paramedics in Urban posts, with the exception of Transfer Cars which have a minimum qualification of EMR, but the Employer may employ paramedics with lesser qualifications as necessary to maintain services in the absence or unavailability of a paramedic with PCP qualifications.
- (d) 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 Agreement.
- (e) Spareboard shifts will be scheduled on a monthly basis. The shift opportunities will be offered to primary operator employees as set out in Schedule E3.06 through E3.10. All available shifts within a station or post will be allocated in the following order:
 - (i) All full-time and regular part-time vacancies as regular spareboard.
 - (ii) Kilo Shift Vacancies.
- (f) The allocation of work process for primary operator employees in Urban posts shall be consistent with the language of the Agreement.

34.05 Metropolitan Deployment

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- (a) There shall be no Kilo 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 Agreement.
- (c) PCP is the minimum qualification for paramedics in Metropolitan posts, with the exception of Transfer Cars which have a minimum qualification of EMR, but the Employer may employ 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 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 applied to the on-call lateral process or have an external application on file:
 - (i) Transfers of qualified bargaining unit applicants hired prior to September 11, 2004, in order of the earliest original date of hire with the Employer.
 - (ii) Qualified applicants from within the bargaining unit who reside within the normal post response area.
 - (iii) Qualified applicants from outside of the bargaining unit who reside within the normal post response area.
 - (iv) Other qualified applicants from within the bargaining unit in order of the earliest original date of hire with the Employer.
 - (v) Other qualified applicants from outside of the bargaining unit.

Article 23 – Training & Qualifications

23.02 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 Advanced Care Paramedic training positions pursuant to Article 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 in accordance with Article 16, 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.

Schedule A

AI. WAGE AND SHIFTS

AI.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 events.

At a minimum, the Employer shall maintain the number of full-time positions that were in place as of January 12, 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

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with the needs of the community served and availability of On-call 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 sixty (60) days' notice to the affected employee(s), with the exception of the limits defined in A1.01(a). In addition, no employees who were full-time on or before June 23, 2014 will suffer an involuntary reduction in annual hours of work as a result of assignment to a new shift pattern.

(iii) Where operational requirements necessitate a temporary change in start or stop time by up to a maximum of two (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 twenty-four (24) hours, the employee will be paid at one and one half (1.5) 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 – Paramedic

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 (4) twelve (12)-hour shifts followed by four (4) consecutive days off, followed by:

Four (4) twelve (12)-hour shifts followed by four (4) consecutive days off, followed by:

Four (4) twelve (12)-hour shifts followed by four (4) consecutive days off, followed by:

Four (4) twelve (12)-hour shifts followed by five (5) consecutive days off, followed by:

Three (3) twelve (12)-hour shifts followed by four (4) consecutive days

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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) Victor – 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) Delta – Day shifts only of five (5) 7-hour shifts per week.
- (ii) Dispatch Alpha – Four (4) twelve (12)-hour shifts followed by six (6) consecutive days off, with an additional twelve (12)-hour shift scheduled to abut a work block every sixth block to equal an average of thirty-five (35) hours per week. The additional twelve (12)-hour shifts will alternate between day shift and night shift.
- (iii) Dispatch Bravo/Bravo Charlie – An eight day cycle of four (4) 10 hour shifts followed by four (4) days off.
- (iv) Dispatch Echo – A fourteen day cycle of three (3) 10 hour shifts followed by four (4) days off and then four (4) 10 hour shifts followed by three (3) 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 cycle or 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.

*Schedule A1.01(i) – Irregularly Scheduled Employees will be amended per the greensheet signed by the parties.

E7.00 OVERTIME

E7.01 Overtime

On-call employees who are required to work in excess of eighty (80) hours in a bi-weekly pay period shall be paid overtime at one and one-half (1.5) times their regular wage.

E7.02 Overtime Resulting from Callout

If the callout runs longer than eight (8) hours, then the employee shall receive payment at overtime rates as follows:

- (a) one and one-half (1.5) times their hourly rate of pay for the first three (3) hours;
- (b) two (2) times their hourly rate of pay for all hours thereafter.

E7.03 Overtime Resulting from Filling a Regularly Scheduled Vacancy

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

- (a) one and one-half (1.5) times their hourly rate of pay for the first three (3) hours;
- (b) two (2) times their hourly rate of pay for all hours thereafter.

This notwithstanding, all hours worked that exceed twelve (12) hours in one shift shall be paid at two (2) times the hourly rate of pay.

APPENDIX – DELETION AND RENEWAL

Amend Collective Agreement Language

Renewal of the following 2019-2022 Ambulance Paramedics and Ambulance Dispatchers Subsector Collective Agreement – Collective Agreement Appendices:

APPENDIX #4 – MOA RE: BCEHS Retire Rehire Policy And Process

APPENDIX #5 – MOA RE: Special Operations, Training & Scheduling

APPENDIX #6 – MOA RE: Orientation To Practice

APPENDIX #7 – MOA RE: BCEHS Critical Incident Stress Management Steering Committee

APPENDIX #8 – Substance Use Disorder

APPENDIX #9 – MOA RE: BCEHS Vacation Selection Review Committee

APPENDIX #11 – MOA RE: Working Group For A Provincial Framework On Occupational Health and Safety

Appendix #13 – MOA Re: Post shuffle guideline document

Appendix #14 – MOA Re: Office of Expedited Arbitration

Appendix #15 – MOA Re: Temporary Vacancies and Temporary Positions

Appendix #21 – MOA Re: Fatigue Recognition and Mitigation training

Delete the following 2019-2022 Ambulance Paramedics and Ambulance Dispatchers Subsector Collective Agreement – Collective Agreement Appendices:

APPENDIX #1

APPENDIX #2

APPENDIX #3

APPENDIX #10 – MOA Re: Complaints Process And Education Committee

APPENDIX #12 – MOA RE: On-call shift extension

Appendix #16 – Kilo Guarantee Phase-out

Appendix #17 – Treatment of fox hours under the CA

APPENDIX #20 – Dispute Resolution