

2019 – 2022

AMBULANCE PARAMEDICS AND AMBULANCE
DISPATCHERS SUBSECTOR

COLLECTIVE AGREEMENT

Between

THE AMBULANCE PARAMEDICS AND AMBULANCE
DISPATCHERS BARGAINING ASSOCIATION

And

HEABC
HEALTH EMPLOYERS
ASSOCIATION OF BC

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This Agreement made and effective this 1st day of April, 2019.

BETWEEN:

THE HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA (HEABC)

AND:

THE AMBULANCE PARAMEDICS AND AMBULANCE DISPATCHERS BARGAINING ASSOCIATION (Represented by the Ambulance Paramedics of British Columbia – CUPE Local No. 873)

WITNESSETH THAT 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.

1. TERMINOLOGY

1.01 DEFINITIONS

For the purpose of this Agreement:

- (a) “Employer” means the employer(s) represented by HEABC listed in the appendix attached to the certification issued by the British Columbia Labour Relations Board.
- (b) “Employee” means any person who is covered by the certification issued by the British Columbia Labour Relations Board.
- (c) “Union” means the constituent union(s) in the Ambulance Paramedic and Ambulance Dispatchers Bargaining Association.
- (d) A “Regular Full-time” employee is one who works full-time on a regularly scheduled basis, pursuant to Schedule A. Full-time employees’ seniority is based on date of hire as a Full-time employee and Full-time employees are entitled to all benefits outlined in this Addendum.
- (e) An “Irregular Full-time” employee is one who works three hundred and thirty-six (336) hours in a 56-day period or three hundred and fifty (350) hours in a 70-day period and is scheduled to fill both predictable and unpredictable work vacancies. Irregular Full-time employees’ seniority is based on full-time date of hire as a full-time employee and Irregular Full-time employees are entitled to all benefits outlined in this Agreement.
- (f) A “Regular Part-time” employee is one who works less than full-time on a regularly scheduled basis and will not be less than a 0.4 FTE. Regular part-time shifts will be between six (6) to twelve (12) hours in duration, as determined by the Employer. Regular Part-time employees are entitled to all benefits outlined in this Agreement. Regular Part-time employees shall receive the same perquisites, on a proportionate basis, as granted Regular Full-time employees. Seniority for Regular Part-time employees is accrued pursuant to Article 12.01.

Regular Part-time employees will work an established proportion of a thirty-seven and one-half (37.5) hours week. For the purposes of calculating entitlements for Regular Part-time employees on a proportionate basis, 37.5 hours per week will be used as the full-time denominator.

Regular Part-time employees may hold more than one regular position, up to a maximum of 1.0 FTE based on 1950 hours per calendar year.

An involuntary reduction in the scheduled hours of a part-time employee is a lay-off. No Regular Part-time employee will gain access to a position of greater FTE as a result of exercising that employee’s rights under Article 14 - Layoffs and Recalls.

Regular Part-time employees will not be subject to the requirements of article E3.01(a).

The minimum level of qualification for regular part-time emergency paramedic positions shall be Primary Care Paramedic.

Regular part-time positions will be established at the discretion of the Employer. In the event the Employer wishes to convert an existing full-time position to regular part-time, the Employer will consult with the Union. The Employer will give the Union’s position on each such conversion due consideration. Establishment of regular part-time positions will not result in involuntary hours reduction of any full-time employees, as of January 12, 2017.

Regular Part-time employees will receive the Delta shift hourly rate paid to a Regular Full-time employee with the same qualifications. Effective the first pay period after April 1, 2017, Regular

Part-time employees will receive the same wage rate as Regular Full-time employees with the same qualifications.

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

- (g) "On-call" employees are scheduled and are entitled to benefits pursuant to Schedule E.
- (h) Employees may only hold one status as outlined in (d), (e), (f) and (g).
- (i) A "representative" is a shop steward, chief steward, the business agent of the Union, a member of a grievance committee or a member of the Provincial Executive.
- (j) "Geographic Location" is that area within a radius of thirty-two (32) kilometers of where an employee ordinarily performs their duties. Within the Greater Vancouver Regional District geographic location for relocation purposes is that area within a radius of sixteen (16) kilometers of where an employee ordinarily performs their duties.
- (k) The referrals to LOAs used in this Agreement are for reference purposes only.
- (l) "Specialized Practice" is any position requiring additional knowledge or training.
- (m) A "Post" will be anywhere that employs, or will in the future employ, one or more full-time paramedic(s). A post may be one station or, in larger areas, more than one station, for example, the previously agreed to Victoria, Vancouver and Kamloops posts. Individual preferences shall be considered in assigning personnel to stations within a post.

2. MANAGEMENT RIGHTS

2.01 MANAGEMENT RIGHTS

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

2.02 EMPLOYEE PLACEMENT

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

3. EMPLOYEES' RIGHTS

3.01 RIGHT TO APPOINT

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

3.02 AREA OF RESPONSIBILITY

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

3.03 DUTIES AND RESPONSIBILITIES

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

4. UNION MEMBERSHIP REQUIREMENT

4.01 ALL EMPLOYEES TO BE MEMBERS

It is agreed that all personnel who are members of the Union in good standing on the effective date of this Agreement shall remain members of the Union in good standing as a condition of continued employment with the Employer and all employees hired after the effective date of this Agreement shall, on completion of six (6) months' employment, become and remain members of the Union in good standing. Any employee who fails to maintain membership in the Union in good standing in accordance with its Constitution and Bylaws shall be discharged from employment with the Employer after notice is given to the Employer that the employee is no longer a member of the Union in good standing.

4.02 NO OTHER AGREEMENT

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

4.03 UNION ORIENTATION FOR NEW EMPLOYEES

- (a) At the time of hire, new employees will be advised that a collective agreement is in effect and of the conditions of employment set out therein.
- (b) The Employer will provide the Union with a list of new employees on a monthly basis. The list will be in electronic format and will include the work location, employee number, contact information, if provided, including work email address, and classification of each employee.

During the New Employee Orientation, the Union will be allotted a minimum of thirty (30) minutes during classroom hours for an introduction to the Union. The employer will give the Union a minimum of two weeks notice of the date, time, and location of each New Employee Orientation. During this orientation, the Union will provide new employees with the name, location and work telephone number of their appropriate Union representatives.

5. CHECK-OFF OF UNION DUES

5.01 DUES DEDUCTIONS

- (a) All Employees shall pay a bi-weekly fee to the Union equated to the Union's monthly dues, such payment to be made by payroll deduction. The deduction of dues from the bi-weekly pay of all employees shall become effective on the first day of the pay period coincident with the date of employment and deductions shall be made in respect of all subsequent pay periods, provided an employee works any part of the period. The Employer shall remit all dues deducted for pay periods ending in a calendar month to the Secretary-Treasurer of the Union by the 20th day of the month following.
- (b) Union dues shall not be deducted from Employees during the period of time that they fill a managerial position outside the bargaining unit. The Employer shall notify the Union in writing of the commencement date and completion date of the assignment.

5.02 GENERAL ASSESSMENT

The Employer shall deduct from the bi-weekly pay of each Employee all general assessments levied by the Union. The Employer shall remit all assessments deducted for pay periods ending in a calendar month to the Secretary-Treasurer of the Union by the 20th day of the month following.

5.03 PAYMENT IN LIEU OF DUES

In lieu of deductions from persons, other than those Employer employees covered by the Union Certificate of Bargaining Authority who are paid directly or indirectly to provide emergency health service or dispatch service, it is agreed that one half of one per cent (0.5%) of the total of such direct or indirect wage payments, irrespective of whether they are paid through the Employer payroll account or the general accounting system, will be paid by the Employer to the Union at monthly intervals to the Secretary-Treasurer of the Union.

6. CORRESPONDENCE

6.01 CORRESPONDENCE

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

7. CONTRACTING OUT

7.01 CONTRACTING OUT

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

8. PROVINCIAL JOINT LABOUR-MANAGEMENT COMMITTEE

8.01 ESTABLISHMENT OF COMMITTEE

It is agreed that the Provincial Joint Labour Management Committee ("PJLMC") provided for in this Agreement shall consist of not less than four (4) representatives of the Union and not less than one (1) representative appointed by the Employer. For the term of this Agreement the Chair of the PJLMC shall be a representative of the Union, the Recording Secretary shall be a representative of the Employer. Minutes prepared by the Recording Secretary shall be approved and signed by both parties before publication.

8.02 COMMITTEE DECISIONS

Decisions by the PJLMC shall be by unanimous agreement. The Employer shall have one (1) vote and the Union shall have one (1) vote.

8.03 MEETINGS OF COMMITTEE

The PJLMC will meet at the request of either party at a time agreeable to both parties.

8.04 TIME OFF FOR MEETINGS

The four (4) representatives of the Union shall be granted time off work with pay for the purpose of attending meetings of the PJLMC, or paid their regular hourly rate of pay for the time of the meeting if off duty, and it is agreed that each party hereto shall pay fifty per cent (50%) of the administrative costs of the PJLMC.

8.05 COMMITTEE'S TERM OF REFERENCE

The PJLMC shall not have jurisdiction to change wage scales, working conditions or any other matters addressed in the Agreement which are the subject of collective bargaining.

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

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

8.06 REGIONAL JOINT LABOUR-MANAGEMENT COMMITTEE

- (a) It is agreed that the Regional Joint Labour-Management Committee ("RJLMC") shall consist of two (2) Regional representatives of the Union and two (2) Regional representatives of the Employer.
- (b) The two (2) representatives of the Union shall be granted time off without loss of basic pay for the purpose of attending meetings of the RJLMC.
- (c) Agreements on working conditions which are arrived at through meetings held between the Employer and Regional Vice-presidents of the Union or Unit Chiefs and Union Shop Stewards shall be forwarded to the PJLMC for ratification.

9. GRIEVANCE PROCEDURE

9.01 INVESTIGATIONS

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

9.02 APPEAL PROCEDURE

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

9.03 RECOGNITION OF UNION STEWARDS AND OFFICERS

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

9.04 NAME OF STEWARDS

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

9.05 PERMISSION TO LEAVE WORK

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

9.06 POLICY GRIEVANCE

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

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

9.07 GRIEVANCE ON SAFETY

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

9.08 REPLIES IN WRITING

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

9.09 FACILITIES FOR GRIEVANCES

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

9.10 MUTUALLY AGREED CHANGES

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

9.11 TECHNICAL OBJECTIONS TO GRIEVANCES

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

9.12 TIME LIMITS TO PRESENT INITIAL GRIEVANCE

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

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

9.13 ADJUSTMENT OF DISPUTES AND COMPLAINTS

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

Step 1

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

Step 2

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

Step 3

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

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

The Employer or designate shall render a decision in writing within twenty-one (21) days of the date the matter is referred to Step 3.

9.14 DISCHARGE GRIEVANCES

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

9.15 EXPEDITED ARBITRATION

- (a) The parties shall determine by mutual agreement those grievances filed at arbitration pursuant to Article 10, which are suitable for expedited arbitration.
- (b) Any such grievance proceeding through expedited arbitration shall be referred to the arbitrator and hearing dates shall be scheduled as expeditiously as possible.
- (c) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (d) Prior to rendering a decision, with the parties' agreement, the arbitrator may assist the parties in mediating a resolution to the grievance.
- (e) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (f) The decision of the arbitrator is to be completed and mailed to the parties within ten (10) working days of the hearing.
- (g) The parties shall share equally the costs of the fees and expenses of the arbitrator.
- (h) The arbitrator shall have the power and authority to conclusively settle the dispute and this decision shall be binding on both parties. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter or proceeding.
- (i) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (j) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.

10. ARBITRATION PROCEDURE

10.01 COMPOSITION OF BOARD OF ARBITRATION

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

- (a) its intention to submit the matter in dispute to a single arbitrator to be agreed upon by both parties within seven (7) days. Should either party not agree to submit the dispute to a single arbitrator, both parties shall then have seven (7) days to name its chosen representative pursuant to (b) below; or
- (b) the name and address of its chosen representative to the Arbitration Board. Within seven (7) days of receipt of such notification the other party shall appoint its chosen representative and give notice of such appointment to the first appointed member of the Arbitration Board stating the name and address of its chosen representative;

- (c) the two (2) appointed representatives shall, within ten (10) days after the appointment of the last appointed member of the Arbitration Board, appoint a Chair and in the event that they are unable to agree upon a person to act as Chair, shall forthwith apply to the Minister of Labour of British Columbia to appoint a Chair.

10.02 BOARD PROCEDURE

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

10.03 DECISION OF THE BOARD

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

10.04 EXPENSES OF THE BOARD

Each Party shall pay:

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

10.05 AMENDING OF TIME LIMITS

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

10.06 WITNESSES

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses or any other witnesses.

10.07 ACCESS TO EMPLOYER PREMISES

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

10.08 WRITTEN STATEMENTS

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

11. DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 DISCHARGE AND SUSPENSION

The Employer shall have the right to discharge or suspend from employment any employee for just cause and this shall be understood to include the discharge or suspension of any employee whose work performance falls below the standard expected by the Employer or any employee who fails to carry out their duties as specified in the Emergency Health Services Regulations to the satisfaction of the Employer. An employee who considers that they have been unfairly dealt with shall have the right to grieve.

11.02 WRITTEN WARNING

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

11.03 PERSONNEL FILE

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

11.04 NOTICE OF ADVERSE REPORT

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

11.05 RIGHT TO HAVE STEWARD PRESENT

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

11.06 TERMINATION OF EMPLOYMENT

- (a) The Employer may withhold any outstanding monies owed to any employee who is terminating employment with the Employer until all current items of uniform or other equipment issued are returned to the Employer and the Employer may deduct from the final pay an amount equal to the value of unreturned items allowing for normal wear.
- (b) The Employer may withhold any outstanding monies owed to any employee who is terminating employment with the Employer until all monies owed to the Employer or to the Union by any employee are satisfactorily settled.

11.07 ABANDONMENT OF POSITION

Employees who fail to report for duty for three (3) consecutive shifts without informing the Employer of the reason for their absence will be presumed to have abandoned their position. The Employer agrees to confirm such presumption by registered letter with a copy to the Union within ten (10) days of the occurrence.

Within thirty (30) days of the letter's postmark the employee shall be afforded the opportunity to rebut the presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

11.08 PROBATIONARY EMPLOYMENT

- (a) All Full-time employees and Regular Part-time employees shall be considered as probationary employees for all purposes of the Agreement and shall work under a permit granted by the Executive Committee of the Union for the first six (6) months of their employment. For the purposes of this Article, the first six (6) months of employment shall not include any time spent by a probationary employee on a Paramedic or Dispatch training course, sick leave or time off work in accordance with Articles 18, 19, or 24.04, or time off work for any other reason.
- (b) Any employee moving between full-time and regular part-time, who has already satisfied the probationary requirements in Article 11.08(a), shall not be required to serve an additional probationary period, provided they have not had a break in service of longer than six (6) months.
- (c) The Employer may reject any probationary employee for just cause, or may extend the period of probation within which the person may be rejected for a further period not exceeding six (6) months. The employee shall be notified by the Employer in writing with a copy to the Union, prior to the extension of their probation. Reasons for the extension of the probation and the areas in which the employee is expected to improve shall be included in the notification of extension of probation.

A rejection during probation shall not be considered a dismissal for the purpose of Article 11.01. The criteria of just cause for determining rejection shall be the suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

11.09 PROBATIONARY PERIOD ON PROMOTION

- (a) There shall be a probationary period on an appointment to a promotion of six (6) months. The appointment may be terminated for just cause by either party and the employee shall return to their former classification. The Employer has the right to terminate the probationary period under this Article and, as a result, if a relocation is required, the Employer shall pay moving expenses in accordance with the Provincial Government Relocation Regulations as contained in

the Employer's Policy and Procedure Manual. For the purposes of this Article, the six month probationary period shall not include any time spent by the employee on sick leave or time off work in accordance with Articles 18, 19, 24.04, or time off work for any other reason.

- (b) With just cause, the Employer may elect by notifying the probationary employee and the Union thirty (30) days in advance of the end of the six (6) months probationary period to extend the probationary period by up to a further six (6) months but, in any event, the total probationary period shall not exceed a total of twelve (12) months.

11.10 DEMOTIONS

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

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

12. SENIORITY

12.01 SENIORITY

- (a)
 - (i) The Employer shall maintain a seniority list for full-time employees showing the date upon which each employee's service commenced. A current seniority list as of December 31st will be provided by the Employer to the Union on or before March 31st of the following year.
 - (ii) The Employer shall maintain separate seniority lists for Regular Part-time employees showing accumulated hours worked in their regular position.

An On-call employee who successfully bids into a regular part-time position will accrue seniority on an hourly basis, for all regular hours worked in their regular part-time position. For the purposes of bidding into a full-time position, an employee will use his/her original date of hire. Seniority accrued while working in a regular part-time position will be credited once the employee has successfully bid into a full-time position.

A full-time employee who successfully bids into a regular part-time position will maintain their existing seniority and build upon it for all regular hours worked in their regular part-time position.
 - (iii) It is understood that upon an employee's termination from employment, their name will be considered deleted from the seniority list. It is also understood that the criteria used in determining an employee's seniority shall not be altered.
- (b) Leaves of absence up to three (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.
- (e) Full- 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.

12.02 PAST SERVICE

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

12.03 CALCULATION OF PAY FOR PAST SERVICE

- (a) Any employee with past service with the Employer and/or other B.C. emergency health services, hired after the effective date of this Agreement, will have their pay level calculated using volume of calls in conjunction with full-time, regular part-time and on-call service.
- (b) If an employee leaves the employ of this service or other services as defined above but returns at a later date, the employee will lose one (1) year of experience for each year away for calculation of pay level.

13. SELECTION

13.00 SELECTION

- (a) All full-time and regular part-time positions, including those created in new classifications, will be selected in accordance with articles 13.01, 13.02, 13.03, 13.04 or 13.05.
- (b) Supervisors can stay in their supervisory position during the pre-read/selection component of a training position. Upon acceptance of a training position they will vacate their supervisory position. In order to become a supervisor in the future they must bid and compete on a future posting.

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 endeavour 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.
- (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 (d)(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 Full-time 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 Eight Full-Time Equivalent

These positions, where available, shall be filled in the following manner:

(i) The first position in the post shall normally be filled through the established process of selection in accordance with Article 13. Where circumstances beyond the control of the Employer interfere with the normal process, exceptions to this 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.

13.02 COMMUNITY PARAMEDIC SELECTION PROCESS

- (a) For the purposes of posting and filling community paramedic vacancies, applicants must be bargaining unit employees. In addition, the Employer may restrict eligibility for posted vacancies to applicants attached to or resident in the normal post response area.
- (b) PCP-IV or ACP qualified applicants will be asked to participate in a selection tool to assess suitability.
- (c) Applicants who receive a threshold pass of 65% on the selection tool will be scheduled to attend an interview. Applicants must achieve a minimum of 65% threshold pass on the interview.
- (d) The senior applicant will be appointed in the following sequence subject to qualifications and suitability:
 - (i) Full-time employees resident in or attached to the community.
 - (ii) Regular Part-time employees resident in or attached to the community.
 - (iii) On-call standby employees resident in or attached to the community.
 - (iv) Full-time employees not resident in the community but willing to relocate to the community.
 - (v) A Regular Part-time employee not resident in the community but willing to relocate to the community.
 - (vi) An On-call standby employee willing to relocate to the community.

13.03 SELECTION PROCESS FOR SPECIALIZED PRACTICE OR SUPERVISORY POSITIONS

For the selection of Specialized Practice or Supervisory positions:

- (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 at the relevant Paramedic level or Dispatcher as applicable.
- (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%.
- (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 full-time bargaining unit applicants on the posting.

13.04 SELECTION PROCESS FOR DISPATCHER / CALL TAKER TRAINING

- (a) The Dispatch training program and Call-taker training program each include both a classroom training component and a supervised practicum placement within an Operational Emergency Medical Dispatch (EMD) Centre which must be signed off by an authorized Preceptor.
- (b) Emergency Medical Call-Taker qualified employees shall receive priority for Dispatch training positions.
- (c) In selecting for Dispatch or Call-taker training, 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.
- (d) Employees must remain in a Dispatch or Call-taker role for at least three (3) years (the "lock-in") following their initial appointment to either a Dispatch or Call-taker position. The lock-in commences upon completion of the Call-taker training in (a) above.

Any employee moving from one Dispatch or Call-taker role to another during their lock-in must have completed their probationary period prior to the closing date of the posting to which they have applied.

- (e) Employees who are unsuccessful in the Dispatch or Call Taker training program may not reapply for three (3) years.

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, 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;
 - (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 expenses 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.
- (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).

14. LAYOFFS AND RECALLS

14.01 JOINT COMMITTEE

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

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

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

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

14.02 LAY-OFF AND RECALL PROCEDURES

- (a) Lay-off

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

- (b) Notice

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

(c) Options

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

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

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

1. for the first year of completed employment, three (3) weeks' current salary;
2. for the second year of completed employment, three (3) weeks' current salary;
3. for each completed year thereafter, one-half (0.5) month's current salary.

Notwithstanding the above, an employee will not receive an amount greater than six (6) months' current salary.

(ii) Recall of employees shall be in order of service seniority. Employees shall lose their seniority in the event that they are on lay-off for more than eighteen (18) months or declines two (2) recall opportunities.

(iii) Employees designated for lay-off notice may exercise their seniority to bump the most junior employee in the Province whose function they are able to perform consistent with Article 14.02(e). Employees who as a result of exercising this option are required to move to a post that is in excess of a thirty-two (32) km radius from the employees' post shall be eligible for relocation expenses in accordance with Article 13.06(b).

(d) Should an employee fail to make an election amongst (c)(i), (c)(ii), or (c)(iii) above, within twenty (20) calendar days of receipt of notice of lay-off, then that employee shall be deemed to have opted for option (c)(ii).

(e) Notwithstanding Article 14.02(a), (c)(ii) and (c)(iii) above, employees to be retained, recalled, or exercise an option to bump another employee shall immediately possess the requirements and qualifications to efficiently fulfil the duties of the work available. A reasonable period of orientation shall be provided.

(f) An employee shall not exercise recall rights into a position that is a promotion in relation to the position held by the employee when served notice of lay-off.

(g) An employee who opts to bump another employee pursuant to (c)(iii) above, or is recalled pursuant to (c)(ii) above, will be paid in accordance with the level and qualifications of the work required to be performed.

(h) Seniority will be the determining factor in choosing available post options in the event of a multiple lay-off.

- (i) In the event of a lay-off, the Employer shall maintain coverage under the Medical, Dental, Extended Health, and Group Life Insurance plans for a maximum period of three (3) consecutive months immediately following the month in which the lay-off occurs. Any waiting periods relating to these benefits will be waived in the event of recall.
- (j) An employee whose certification expires during lay-off shall receive the opportunity to re-certify as soon as practical after recall.

14.03 SERVICE ADDITION OR UPGRADE

- (a) There shall be no forced relocation from a post, forced reclassification, or layoff of any full-time employees as a result of a service addition or upgrade. For greater clarity, the term "service addition or upgrade" as used in this provision means a change in the delivery of services that results in an incumbent employee(s) no longer being qualified for the position they hold. In the event the Employer increases the qualifications for an existing position, the incumbent employee may choose one of the following options:
 - (i) to upgrade their qualifications to the necessary level required for the position at the Employer's expense:
 - (ii) to post into another vacant position in accordance with Article 13, for which they are qualified: or
 - (iii) to accept layoff in accordance with Article 14.
- (b) For employees who choose 14.03(a)(i):
 - (i) The Employer will grant leave for the incumbent employee to upgrade their qualifications and will continue to pay the wages of their current position while upgrading (excluding overtime rates). In addition, the employer will pay for the full cost of any required tuition, as well as any required books or materials.
 - (ii) Employees who chose 14.03(a)(i) must remain employed with the Employer for a period of at least one (1) year subsequent to the completion of the upgrading or repay the cost of the upgrading, including the total cost of any tuition, books/materials, and all paid wages.
 - (iii) Employees who chose 14.03(a)(i), but are unsuccessful in upgrading their qualifications, will not have to repay the Employer for the costs of wages. Tuition, books and materials once they are notified that they are unsuccessful. Such employees must then choose either 14.03(a)(ii) or 14.03(a)(iii) as above.
 - (iv) Employees who choose 14.03(a)(ii) subsequent to being unsuccessful in upgrading their qualification will be held within their current position and work location on a supernumerary basis until a vacancy for which they are qualified becomes available within fifty (50) kilometres of their current work reporting location. If the only available vacant position(s) within fifty (50) kilometres of their current work reporting location would result in a reduction of salary, the employee will be blue circled in the new position until another vacancy within fifty (50) kilometres, which retains their salary, is available, or until the employee voluntarily posts into another vacancy (excluding a shift pattern or unit change within their existing post).
- (c) For employees who choose 14.03(a)(ii):

- (i) The Employer will pay relocation costs in accordance with Article 13.06 (b), regardless if the employee has already claimed relocation expenses in the past three (3) year period.
- (ii) Employees who decline 14.03(a)(i) and choose only to pursue 14.03(a)(ii) will be held within their current position and work location on a supernumerary basis until a vacancy for which they are qualified becomes available within fifty (50) kilometres of their current work reporting location. If the only available vacant position(s) would result in a reduction of salary, the employee will not qualify for blue circling unless the employee can provide reasonable explanation for why the employee declined 14.03(a)(i). Any blue circling in such a scenario will only be in effect until another vacancy within fifty (50) kilometres, which retains their salary, is available, or until the employee voluntarily posts into another vacancy (excluding a shift pattern or unit change within their existing post).

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

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.

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.

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 regular hourly rate of pay, for the shift pattern involved.
 - (ii) When an off-duty full-time employee agrees to work an additional shift or part of a shift in excess of their regular shift duties, the employee shall receive pay at the rate of one and one-half (1.5) times the regular hourly rate of pay for all hours worked.

- (iii) Coverage for all vacancies on scheduled shifts shall be strictly voluntary for full-time employees. Any employee called to work an additional shift or part of a shift shall be paid for a minimum of three (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) Callout
- When an off-duty Full-time or Regular Part-time employee agrees to respond on an event, standby, or cross coverage, while providing scheduled callout coverage, the basis of payment for such response shall be as follows:
- (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 regular rate of pay.
 - (ii) If the callout runs longer than four (4) hours and is eight (8) hours or less, the Full-time or Regular Part-time employee shall be paid for those hours actually worked at the regular rate of pay.
 - (iii) If the callout runs longer than eight (8) hours, then the Full-time or Regular Part-time employee shall receive payment at the regular rate of pay for the first eight (8) hours plus overtime rates in accordance with Article 16.01 for all additional hours worked.
- (c) Full-time or Regular Part-time employees ordered to return to work due to an unusual emergency situation shall be compensated at double the employees' regular hourly rate of pay for a minimum of four (4) hours.
 - (d) Subject to (e) below, full-time employees who do not make themselves available for callout shift coverage for three (3) consecutive months, shall not be entitled to exercise seniority rights for further on call shift coverage for a period of one (1) year.
 - (e) Employees may be granted up to three (3) months leave from providing availability for on call shift coverage.

17. SHIFT WORK

17.01 NECESSARY REST PERIOD

- (a) An employee shall receive a minimum of eight (8) clear hours between overtime abutting a regular shift and the start of the next regular shift with an additional allowance for reasonable travel time. Such travel time shall not exceed one (1) hour each way.
- (b) Notwithstanding (a) above, an employee who works overtime resulting from:
 - (i) recall in accordance with Article 16.04(a) for complete shifts only;
 - (ii) callout as per Article 16.04(b);
 - (iii) Article 16.04(c) after an employee had worked a minimum of eight (8) hours;
 shall be entitled to eight (8) clear hours between the completion of the overtime and the start of their next regular shift with an additional allowance for reasonable travel time. Such travel time shall not exceed one (1) hour each way.

- (c) In the event eight (8) clear hours is not available for reasons beyond the control of the employee, the employee will be compensated at two (2) times the employee's regular hourly rate for the balance of the eight (8) hours. Travel time in (a) and (b) above does not apply to this Article.

17.02 EMPLOYEE STRANDING ARISING FROM A REGULAR SHIFT

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

17.03 EMPLOYEE STRANDING ARISING FROM A CALLOUT OR RECALL TO DUTY

- (a) While under the direction and control of the Employer, an employee stranded and unable to return to their normal post shall continue to receive pay for the callout or recall. Such pay will continue only for those hours when the employee is under the direction and control of the Employer.
- (b) When such stranding results in the employee being unable to return to their normal post and commence their regularly scheduled shift, salary will be maintained and Article 17.03(a) will not apply during the employee's regular hours of work.

17.04 EMPLOYEE STRANDING EXPENSES

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

18. STATUTORY HOLIDAYS

18.01 STATUTORY HOLIDAYS

- (a) The following twelve (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	B.C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing 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) statutory holidays set forth above, time equivalent to twelve (12) 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.

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 point eight per cent (4.8%) of straight time hours paid in each pay period.
- (b) Where a statutory holiday falls on a Regular Part-time employee's scheduled Community Paramedic, APV, Transfer Fleet or other non pre-hospital care shift and the Employer does not require the employee to work their shift due to reduced call volume, then the employee will be given the statutory holiday off without pay.

19. ANNUAL VACATIONS

19.01 ANNUAL VACATIONS

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

19.02 FIRST VACATION YEAR

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

19.03 ANNUAL VACATION ENTITLEMENT

- (a) Employees who work four (4) shifts on and four (4) days off:

1st to 6th vacation years	11 shifts
7th to 9th vacation years	15 shifts
10th and thereafter vacation years	19 shifts
- (b) Employees who work five (5) shifts per week:

1st to 6th vacation years	22 shifts
7th to 9th vacation years	27 shifts
10th and thereafter vacation years	31 shifts
- (c) Employees who work a ten (10) day cycle of four (4) twelve and one-half (12.5) hour shifts:

1st to 6th vacation years	9 shifts
7th to 9th vacation years	12 shifts
10th and thereafter vacation years	15 shifts
- (d) Employees who work a fourteen (14) day cycle of three (3) on and four (4) off followed by four (4) on and three (3) off:

- | | | |
|--|------------------------------------|-----------|
| | 1st to 6th vacation years | 11 shifts |
| | 7th to 9th vacation years | 15 shifts |
| | 10th and thereafter vacation years | 19 shifts |
- (e) Employees who work four (4) shifts per seven (7) day block:
- | | | |
|--|------------------------------------|-----------|
| | 1st to 6th vacation years | 15 shifts |
| | 7th to 9th vacation years | 19 shifts |
| | 10th and thereafter vacation years | 23 shifts |
- (f) Regular Part-time employees will receive a proportionate amount of the following:
- | | | |
|--|------------------------------------|-------------|
| | 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 shift blocks.
- (h) Employees will start to earn their extra shift(s) of vacation in their first (1st) vacation year.
- (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.

19.04 PRO-RATION OF VACATION TIME

- (a)
- (i) Employees will be entitled to a pro-rated amount of vacation pay in their year of hire which will be paid in cash at the end of their year of hire. The entitlement shall be one twelfth (1/12th) of their normal first vacation years' annual vacation multiplied by the number of credit months worked in their year of hire in accordance with Article 19.04(b) below.
- (ii) With the agreement of the employee and the Employer, the employee may receive some or all of their vacation entitlement for their year of hire as paid duty shifts off.
- (b) During their first and subsequent years, employees will earn one twelfth of the annual vacation entitlement for each month in which the employee has worked for at least seventy (70) hours.

- (c) Employees off work due to annual vacations, time off in lieu of statutory holidays, leave of absence with pay, Workers Compensation in accordance with Article 24.04, or leave of absence for Union business and illness or injury payable under Article 20.01 for a maximum time limit of six (6) months, shall continue to accrue vacation entitlement.

19.05 SELECTION OF VACATION ENTITLEMENT

Employees shall select their vacation in accordance with the Vacation Selection Guidelines Document. The guideline will incorporate the following principles, for vacation selection to occur:

- (a) By post:
- (b) In order of seniority;
- (c) First choose three (3) blocks plus extra vacation entitlement in accordance with Article 19.03 of their annual entitlement under Articles 18 and 19. After all employees have, at any one post, chosen their first three (3) blocks plus extra vacation entitlement employees at that post shall then, again in order of seniority, select the remaining blocks of entitlement.
- (d) Operational requirements permitting, entitlements under this Article may be taken one (1) shift block at a time.

19.06 VACATION SCHEDULES

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

19.07 VACATION ADJUSTMENT ON TERMINATION

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

19.08 VACATION LEAVE ON RETIREMENT

- (a) Employees retiring prior to April 1st in any calendar year shall receive one-half (0.5) of their earned annual vacation entitlement for that calendar year.
- (b) Employees retiring April 1st or thereafter in any calendar year shall be granted full annual vacation entitlement for the final calendar year of service.

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

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

(c) **Merchant Marine Service with Commonwealth Countries**

Service on the high seas (deep sea) with Commonwealth countries during World War II may be credited toward the service requirement for vacation leave purposes. Employees are required to submit certified records of their deep sea time for assessment by the Employer.

19.10 CALL-BACK FROM VACATION

Employees authorized to work during their scheduled vacation period shall receive two (2) times their regular hourly rate of pay for each hour worked in addition to normal vacation pay.

20. SICK LEAVE PROVISIONS

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 an amount equal to seventy-five per cent (75%) of the employee's regular salary for up to twenty-six (26) weeks.
- (b) A doctor's certificate will 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.

20.02 LONG TERM DISABILITY INSURANCE

Should an employee remain continuously and totally disabled due to any injury or illness, including an occupational injury, beyond twenty-six (26) weeks, or its equivalent as set out in Schedule A, the employee shall receive a monthly benefit equal to the sum of:

1. seventy per cent (70%) of the first \$2,200 of regular monthly income; and
2. fifty per cent (50%) of regular monthly income above \$2,200,

including benefits payable under any government or other employer-related disability plan. Payments will continue until recovery, death, or the mandatory retirement age, whichever occurs first.

20.03 EMPLOYMENT QUALIFICATIONS AND REQUIREMENTS

- (a) Employment shall be conditional upon satisfactory completion of a medical examination by a physician appointed by the Employer and all personnel covered by this Agreement shall be required to receive immunization and booster series against poliomyelitis, tetanus, diphtheria and may also be required to receive a chest x ray or skin test at least annually.
- (b) It is agreed that where an employee's physician certifies that reaction to immunization, vaccination or inoculation is such that the employee is unfit to work, the employee will be given leave without loss of pay to cover the period of medically verified disability up to a maximum of four (4) shifts.

20.04 CONTINUED SERVICE CREDITS FOR SUPERANNUATION

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

21. LEAVE OF ABSENCE

21.01 ABSENCE FROM DUTY OF UNION OFFICIALS

- (a) Any member of the Union appointed to attend any convention on behalf of the Union shall be granted leave of absence without pay provided a suitable relief can be supplied. An Executive Officer of the Union shall be granted time off without pay to attend meetings of the organization provided a suitable relief can be supplied.
- (b) Leave of absence with pay and without loss of seniority will be granted:
 - (i) to up to four (4) employees who are representatives of the Union on the Negotiating Committee to leave their employment to carry on negotiations with the Employer;
 - (ii) to employees called to appear as witnesses and who testify before an Arbitration Board or Grievance Board.

21.02 LEAVE FOR FULL-TIME UNION OR PUBLIC DUTIES

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

- (a) Employees to seek election in a municipal, provincial or federal election.
- (b) A period of up to one (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. 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.

21.03 BEREAVEMENT LEAVE

- (a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to bereavement leave at their regular rate of pay from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed one (1) block of the employee's working shifts.
- (b) Immediate family is defined as an employee's parent, wife, husband, child, brother, sister, father in law, mother in law and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

In the event of the death of the employee's grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law, the employee shall be entitled to special leave for one (1) shift for the purpose of attending the funeral.

21.04 MATERNITY LEAVE

- (a) An employee is entitled to maternity leave of up to seventeen (17) consecutive weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of the birth. Such notice will be given at least ten (10) weeks prior to the expected date of the birth.
- (c) The period of maternity leave shall commence no earlier than thirteen (13) weeks prior to the expected date of the birth but no later than the actual date of the birth.

21.05 MATERNITY LEAVE ALLOWANCE

- (a) An employee who qualifies for maternity leave pursuant to Article 21.04, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that the employee had applied for and is in receipt of employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.
- (b) Pursuant to the SEB Plan, the maternity leave allowance will consist of:
 - (i) One (1) week at eighty-five per cent (85%) of the employee's basic pay;
 - (ii) Fifteen (15) additional weeks, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and eighty-five (85%) of the employee's basic pay.
 - (iii) In addition, the equivalent of one week at 85% of the employee's basic pay shall be paid evenly over the first sixteen (16) weeks in addition to the benefits paid in (i) and (ii) above.

21.06 PARENTAL LEAVE

- (a) Upon written request an employee shall be entitled to parental or adoption leave of up to sixty-one (61) consecutive weeks (in the case of an employee who has taken maternity leave) or sixty-two (62) consecutive weeks (in the case of an employee who has not taken maternity leave) without pay.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the parental leave between them.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.

- (d) Leave taken under this Article shall commence:
 - (i) In the case of a birth mother, immediately following the conclusion of leave taken pursuant to Article 21.04 or 21.08;
 - (ii) In the case of a non-birth or adoptive parent, following the birth or placement of the child and conclude within the seventy-eight (78) week period after the birthdate or placement of the child. Such leave request must be supported by appropriate documentation.

21.07 PARENTAL LEAVE ALLOWANCE

- (a) An employee who qualifies for parental leave pursuant to Article 21.06, shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that they have applied for and are in receipt of Employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.
- (b) Pursuant to the SEB Plan and subject to leave apportionment pursuant to Article 21.06(b), the parental leave allowance will consist of a maximum of ten (10) weeks, equivalent to the difference between fifty-five per cent (55%) of the employee's average weekly insurable earnings (or the Employment Insurance Maximum Benefit, whichever is less) and seventy-five per cent (75%) of the employee's basic pay.

21.08 ADOPTION LEAVE

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

21.09 EXTENSION OF LEAVES

Employees who are entitled to leave pursuant to Articles 21.04 and 21.06 or Articles 21.08 and 21.06 shall be entitled to an extended leave of up to an additional six (6) months for health reasons where a doctor's certificate is presented. Such written request must be received by the Employer at least four (4) weeks prior to the expiration of leave taken pursuant to Article 21.04, 21.06 or 21.08.

21.10 BENEFITS CONTINUATION

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

21.11 DEEMED RESIGNATION

An employee shall be deemed to have resigned on the date upon which leave pursuant to Articles 21.04, 21.06, 21.08 or 21.09 commenced unless they advised the Employer of their intent to return to work one (1) month prior to the expiration of the leave or if they do not return to work after having given such advice.

21.12 ENTITLEMENTS UPON RETURN TO WORK

- (a) Notwithstanding Article 19.04(b), vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Articles 21.04, 21.06 or 21.08 providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this Article may be carried over to the following year.
- (b) An employee who returns to work after the expiration of maternity, parental, adoption or extensions to such leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (c) On return from maternity, parental, adoption or extensions to such leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.

21.13 MATERNITY AND/OR PARENTAL LEAVE ALLOWANCE REPAYMENT

To be entitled to the maternity and/or parental leave allowances pursuant to Article 21.05 and/or 21.07, an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six (6) months after their return to work.

Should the employee fail to return to work and remain in the employ of the Employer for a period of six (6) months, the employee shall reimburse the Employer for the maternity and/or parental leave allowance received under Articles 21.05 and/or 21.07 above in full.

21.14 SECONDMENT

- (a) Secondment means a process by which the Employer may assign an employee to another agency, board, society, commission, or employer.
- (b) The Employer agrees to make every effort to provide an employee with four (4) weeks' written notice of secondment. Such secondment shall be by mutual agreement between the Employer and the employee.
- (c) The provisions of this Agreement will apply to seconded employees. The agency, board, society, commission or employer to which the employee is seconded will receive written notice of this Article and will be provided with copies of relevant agreements.
- (d) The grievance procedure prescribed in Article 9 of this Agreement shall apply to seconded employees with the following modifications:
 - (i) The Employer, in conjunction with the agency, board, society, or commission to which an employee is seconded shall designate an official who shall be considered the locally designated supervisor for purposes of Step 1.
 - (ii) The Employer shall appoint a representative to deal with grievances of seconded employees at Step 2 and shall notify the Union and seconded employees of such designation.
 - (iii) The Union shall appoint a steward for seconded employees and shall notify the Employer of such appointments.

21.15 LEAVE FOR ELECTIONS

Employees eligible to vote in a federal or provincial election shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast their ballot.

21.16 SPECIAL LEAVE

- (a) Any employee not on leave of absence without pay shall be entitled to special leave at their regular rate of pay for the following:
1. Marriage of the employee - three (3) consecutive shifts in a single block.
 2. To attend wedding of employee's child - one (1) shift.
 3. Birth or adoption of the employee's child - one (1) shift.
 4. Serious household or domestic emergency - one (1) shift.
 5. Moving household furniture and effects to a new residence if the move is required to be made on a working day up to two (2) shifts per year which may be taken separately or jointly.
 6. To attend their formal hearing to become a Canadian citizen - one (1) shift.
 7. To attend a funeral as a pallbearer or mourner - one (1) shift.
 8. (i) In the case of illness or hospitalization of a dependent child of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of two (2) days' paid leave at any one time for this purpose.

(iii) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.
 9. In the case of serious illness or hospitalization of a spouse or elderly parent of the employee that resides in the employee's residence, when no one other than the employee can provide for the needs of the individual, and, after notifying their supervisor – one (1) day per calendar year.
- (b) Two (2) weeks' notice is required for leave under Article 21.16 subsections 1, 2, 5 and 6.
- (c) For the purpose of Article 21.16 subsections 2 through to 9 inclusive, leave with pay will be only for the work day on which the situation occurs.

21.17 LEAVE FOR WRITING EXAMINATIONS

Leave of absence with pay shall be granted to allow employees time to write examinations provided:

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

21.18 LEAVE FOR TAKING COURSES

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

21.19 COURT TIME

- (a) The Employer shall grant paid leave to employees other than employees on leave without pay to serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance such leave to attend at court shall be without pay.
- (c) An employee in receipt of regular earnings whilst serving at court will remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) Time spent at court, or related approved interviews by employees in their official capacity, while off duty, shall be paid at one and one half (1.5) times their regular rate of pay or provided time off in lieu pursuant to Article 21.27. Time spent at court, or related approved interviews, by employees in their official capacity, while on duty, shall be with no loss of pay.
- (e) Court actions arising from employment, requiring attendance at court, shall be with pay.
- (f) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (g) Employees required to attend court whilst on their annual vacation shall be paid at double the regular wage rates established in Schedule F of this Agreement for eight (8) hours for each day or part day of required attendance and will receive an equal number of days off to immediately follow the employee's holidays.
- (h) An employee will be entitled to reasonable time off prior to and/or following an appearance in court when applicable.
- (i) It is understood that for the purpose of this agreement the term "court" shall mean a court of criminal, civil, coroner's court or EMA Licensing Board.

21.20 LEAVE OF ABSENCE ON VACATION

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

21.21 OTHER OCCUPATIONAL ACTIVITY

- (a) Where a leave of absence without pay is requested for the purpose of engaging in another occupational activity, the granting of such leave shall be at the discretion of the Employer, but where such leave is granted, it may not be extended beyond a three (3) month limit; provided however, where the requested leave is to obtain employment as a full-time instructor to instruct an approved training program on behalf of a training agency, institute or college, the leave will be for a period of up to five (5) years.
- (b) Employees will be returned to their former position, station and shift pattern at the conclusion of the leave. Where required the employee will be provided the opportunity to renew their license.

21.22 EMERGENCY LEAVE

Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence without pay to an employee requesting such leave for emergency or unusual circumstances. Requests

outlining the reasons in writing, preferably in advance, shall be submitted to the Employer for approval. Approval shall not be withheld unjustly.

21.23 GENERAL LEAVE WITHOUT PAY

Employees may be granted up to three (3) months leave of absence without pay at the discretion of the Employer and, although such leaves may be extended at three month intervals, they shall not, in any event, exceed twelve (12) consecutive months and it is further agreed that such leaves shall not be unreasonably withheld.

21.24 GENERAL EDUCATION LEAVE

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

21.25 LIMITATION ON CERTAIN LEAVES OF ABSENCE

Full-time employees shall be entitled to a maximum of eight (8) shifts in any one twelve (12) month period for leave taken under Articles 21.03 and 21.16.

Regular Part-time employees shall be entitled to a proportionate number of eight (8) shifts in any one twelve (12) month period for leave under Articles 21.03 and 21.16, per their FTE.

21.26 CRITICAL INCIDENT STRESS

- (a) In cases of a critical incident if the employee determines that they are unable to complete the remainder of their shift as a result of the impact of the incident, they will inform their on-shift manager/supervisor and will be granted leave for the remainder of their shift, without penalty or loss of pay.
- (b) The Employer will provide critical incident stress debriefing/ defusing to employees as required.
- (c) Employees requiring critical incident stress debriefing/defusing shall suffer no loss of pay while attending CIS sessions.
- (d) Following a critical incident, if the employee determines that they require a break period, a minimum of one (1) hour of out-of-service time will be guaranteed following completion of the incident and/or clearing of the hospital without penalty or loss of pay.

21.27 TIME OFF IN LIEU OF OVERTIME

- (a) A Full-time or Regular Part-time employee may elect to bank overtime hours on the basis of one (1) hour banked for each hour overtime worked to a maximum of one hundred forty-four (144) hours.
- (b) Time off may be taken in full shift increments, at a time mutually agreed by the employee and the Employer, subject to operational requirements, but will not be unreasonably denied.
- (c) Time off which is added to the holiday entitlement may only be selected after all other employees within the unit have selected their normal holiday entitlements.
- (d) Banked hours may be accumulated by:

- (i) extended tour of duty (Article 16.03)
- (ii) completion of call (Article 16.02)
- (iii) extra shifts (Article 16.04(a))
- (iv) pay while attending training courses and examinations (Article 23.02 (d))
- (v) occupational health and safety (Article 29.02 (c)), (29.03 (d))
- (vi) court time (Article 21.19 (d))
- (e) Accumulated time off that is not scheduled by March 1st of each year will be paid out March 31st of that year at the applicable rate such was earned.
- (f) Administrative procedures will be established by the Employer following discussions at PJLMC.
- (g) Pay notification will include a balance-to-date of banked overtime hours.
- (h) Accumulated time off may be used to top up the short term disability plan benefits, at the employee's discretion, on their third shift and any subsequent shift(s) of consecutive absence due to illness or injury.
- (i) When time off in lieu of overtime leave requests are approved by the Employer, such leaves will not be cancelled. Such leaves may, however, be rescheduled by mutual agreement.

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 MilitaryLeave.
- (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.

$$(R + 12) - CR = \text{credit hours.}$$
- (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.

22. PAYMENT OF WAGES AND ALLOWANCES

22.01 CALCULATION OF PAY

The hourly rate of pay for an employee shall be based on the appropriate hourly rate set out in Schedule F.

Further, any new full-time shift pattern established under Article A1.01 shall have a bi-weekly pay amount established and associated with it based on the appropriate hourly rate set out in Schedule F.

22.02 REMUNERATION

The scale of remuneration set out in Schedule A1.02, A1.03 and Schedule F of this Agreement shall apply during the term of this Agreement.

22.03 PAY FOR ACTING SENIOR CAPACITY

Employees who are duly appointed by the Employer to perform temporarily functions other than or in addition to those which they normally perform shall be paid for these additional or other duties at the rate set forth in Schedule F of this Agreement. Such appointments shall not normally be made for a period of less than two (2) weeks.

22.04 SERVICE PAY

Employees having completed 10, 15, 20 and 25 years' service seniority with the Employer shall be paid service pay at the rates established in Schedule A1.03 and Schedule F of this Agreement.

22.05 INSTRUCTORS

- (a) Effective April 1, 2015, those employees identified by the Employer to act as instructors (including preceptors and mentors) while performing their normal duties, shall receive four hundred and fifty dollars (\$450) per month in addition to their regular salary on a pro-rata basis for the time spent engaged in such training.
- (b) Instructors shall be given supervisory rights over in-service training personnel on crew. Such rights shall include the right to question treatment given by an employee to a patient and correct any visible deficiencies shown by the employee.

22.06 EDUCATIONAL POLICY

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

22.07 IN SERVICE TRAINING COURSES

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

22.08 SUBSISTENCE ALLOWANCE

It is agreed that crew members required to leave their normal response area for a period in excess of five (5) hours and up to eight (8) hours shall be paid an allowance of eight dollars and sixty cents (\$8.60), and crew members required to leave their normal post area for a period in excess of eight (8) hours and up to twelve (12) hours shall be paid an allowance of fourteen dollars and forty-five cents (\$14.45) and for a period in excess of twelve (12) hours in any one calendar day, each crew member shall be paid a sum total of twenty-eight dollars and forty cents (\$28.40), for meals. It is further agreed that expenses

incurred for overnight sleeping accommodation will be paid by the Employer and that receipts will be presented to the Employer.

22.09 VEHICLE ALLOWANCE

- (a) Where vehicle allowance is claimed, car vehicle allowance forms must be completed and attached to the travel voucher.
- (b) Any employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of the maximum allowable per-kilometer rate under the Canada Revenue Agency automobile allowance rates as adjusted from time to time. Minimum allowance shall be two dollars (\$2.00).

22.10 MEAL ALLOWANCE

- (a) The meal allowance rates shall be:

Breakfast	\$10.00
Lunch	\$12.00
Dinner	\$20.00
- (b) Employees who are required to be on standby for four (4) hours shall have a meal provided for the first and each subsequent four (4) hour period at the location of the standby.
- (c) Employees attending courses at the request of the Employer whose normal work station and residence is outside a thirty-two (32) km radius of the address where the course is being held, shall be paid mileage in accordance with Article 22.09, and meals in accordance with (a) above, unless meals are provided, in which case the allowance will be reduced by the amounts outlined in (a) above for the meals provided. Employees within a thirty-two (32) km radius of the address where the course is being held, will be provided with a lunch or the appropriate meal allowance at the Employer's Discretion.

22.11 CPR INSTRUCTOR COURSES

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

22.12 TRANSPORTATION FOR DUTY

Full-time and Regular Part-time employees who are required to report to a location other than their scheduled ambulance station shall be entitled to transportation from their location at the time of receiving the call to the site where their services are required. If using their own vehicle in the course of responding to or returning from the call, mileage allowance shall be paid in accordance with Article 22.09.

22.13 SEVERANCE PAY

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

- (a) for the first year of completed employment, three (3) weeks' current salary;
- (b) for the second year of completed employment, three (3) weeks' current salary;
- (c) for each completed year thereafter, one half (0.5) month's current salary.

Notwithstanding the above, an employee will not receive an amount greater than six (6) months' current salary.

23. TRAINING & QUALIFICATIONS

- (a) In order to ensure the community a high standard of emergency health services at all times, the parties agree that the Employer has the right to maintain or reasonably upgrade the standards of the emergency health services. Accordingly, employees will be required to attend and successfully complete additional training as deemed necessary by the Employer.
- (b) Where the Employer intends to make a change in the content of a job classification or create a new classification, the Union will be so notified in writing at least forty-five (45) days prior to the implementation of such change.
- (c) Should the Union assert that the change in content or succession of changes in content materially alters the job classification in relation to the rate of pay for the classification, it may so advise the Employer within forty-five (45) days of receiving notice pursuant to (b) above.
- (d) If the parties are unable to agree on the rate of pay for the altered job classification or new classification, the Union may refer the matter within thirty (30) days to a mutually agreed arbitrator who will determine the appropriate rate of pay.
- (e) Nothing in the foregoing precludes the Employer from implementing a new classification or changes to job classification content, subject to (b) through (d) above.

23.01 MINIMUM QUALIFICATIONS REQUIREMENTS

- (a) It is the responsibility of Paramedics and EMAs to obtain and maintain the appropriate Paramedic and EMA license, as determined by the Employer, in accordance with the *Health Emergency Act*.
- (b) Dispatchers are required to be in possession of the necessary qualifications as determined by the Employer.
- (c) License maintenance will be by Continuing Medical Education (CME) relevant to the license level and as described in Article 23.04.
- (d) All employees employed by the Employer, at the date of signing of the 12th Collective Agreement, who are required to provide pre hospital care, shall be provided the opportunity for training to the appropriate Paramedic level, within five (5) years of the date of ratification of the 12th Collective Agreement.

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 at straight time rates, with the employee having the option to take compensation in either pay or time off in lieu pursuant to Article 21.27.
- (e) Employees occupying supervisory positions who have not completed the appropriate supervisory course will be provided such training course and shall be paid on a salary maintenance basis. Such courses will be scheduled without reference to employee work schedules.

23.03 EXPENSES WHILE ATTENDING TRAINING COURSES AND EXAMINATIONS

All expenses involved in license maintenance shall be paid by the Employer where such training is provided pursuant to Article 23.02. The Employer agrees that sufficient time off will be afforded employees in order to maintain their qualifications.

23.04 CONTINUING MEDICAL EDUCATION (CME)

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

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

Employees must achieve a satisfactory assessment in all components. It is understood that "satisfactory assessment" does not include a process of routine periodic formal testing. Rather, the intention is that CME will be an ongoing educational process; that is to say, the normal continuing education model. Accordingly, "satisfactory assessment" is intended to mean that the employee will meet reasonable expectations in terms of attendance and participation. In unusual cases, where an employee is not meeting such expectations, other streams of assessment may be required.

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

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

23.05 PARAMEDIC LICENSING – DISPATCHERS

- (a) Employees working as Dispatchers prior to April 1, 2000 will be afforded the one-time option to be licensed and continue relicensing to the 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) 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) 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).

23.08 IN-SERVICE TRAINING

When crew changes or transfers are deemed necessary for training of ambulance crew members or for in-service training of ambulance crew members, then seniority shall apply wherever practical. It is further agreed that the crew changes and transfers affected for such training shall be considered as temporary. If operational changes of a permanent nature are required as a result of revised crew qualifications, those employees affected will be notified in advance and seniority shall apply to any crew changes or transfers wherever practical.

23.09 TRAINING BURSARIES, LOANS, GRANTS OR INCENTIVES

- (a) The Employer will develop a system of bursaries, loans, grants or other incentives to assist employees in upgrading their qualifications in advanced programs and education. Any system of bursaries, grants, loans or other incentives will be reviewed through the PJLMC process before implementation.
- (b) The obligation set out in 14.03(a) has been met through the establishment of the 'EMA Education Fund' which provides ongoing support to Paramedic students in British Columbia. Any new bursaries, grants, loans or other incentives will be reviewed through the PJLMC process before implementation.

24. EMPLOYEES BENEFITS

24.01 DENTAL PLAN

- (a) All employees shall participate in the Medical Services Association (MSA), Dental Care Plan, or its equivalent and the Employer shall pay all premiums.
- (b) The benefits shall include Plan A Basic Services; the percentage of payment for services shall be one hundred per cent (100%).
- (c) Plan B Prosthetic appliances and Crown and Bridge procedures shall be included; the percentage of payment for services shall be sixty-five per cent (65%).

- (d) Plan C Orthodonture shall be included; the percentage of payment for services shall be fifty per cent (50%). An employee is eligible for orthodontic services under Plan C after six (6) months participation in the Plan. Orthodontic services are subject to a lifetime maximum of three thousand dollars (\$3,000) per patient.

24.02 MEDICAL INSURANCE

- (a) All employees shall participate in the Medical Services Plan of British Columbia and the Employer shall pay all premiums.
- (b) All employees shall participate in the Medical Services Association (MSA), Extended Health Benefits Plan or its equivalent, and the Employer shall pay all premiums.
- (c) Effective June 1, 2013, all employees provided Extended Health Benefits Plan coverage will have prescription medication coverage subject to the BC Government Pharmacare program.
- (d) Effective July 1, 2014, the Employer will provide a Blue Net Pay Direct Drug card to employees eligible for benefits.

24.03 GROUP INSURANCE

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

- (a) An amount equal to two times regular annual salary up to a maximum of eighty-thousand dollars (\$80,000) will be paid an employee's beneficiary on death from any cause.
- (b) Accidental Death and Dismemberment Insurance
An additional amount equal to two times regular annual salary up to a maximum of eighty-thousand dollars (\$80,000) will be paid an employee's beneficiary in the event of death, or the amount specified in the insurance policy be paid the employee in the event of dismemberment or loss of sight, when death, dismemberment or loss of sight is the direct result of a non-compensable accident.
- (c) Effective at the earliest possible time, voluntary enrolment in spousal life insurance by payroll deduction will be implemented at the rates established by the carrier.
- (d) The Employer will provide all employees with coverage under the Air Travel Insurance Policy administered by the Government of the Province of British Columbia.
- (e) The Employer and the Union agree to implement an Advanced Payment Program for the terminally ill.

24.04 WORKERS' COMPENSATION BOARD CLAIM

- (a) Where an employee is on a claim recognized by the Workers' Compensation Board while the employee was on Employer business, the employee shall be entitled to leave, at their regular rate of pay, up to a maximum of one hundred eighty-two (182) calendar days for any one (1) claim. Where an employee elects to claim leave with pay under this Article, the compensation payable by the Workers' Compensation Board shall be remitted to the Employer.
- (b) For the purposes of this Article, "regular rate of pay" will be the employee's pre-injury "normal net take home pay".
- (c) Employees who are engaged in demonstrations, displays or public relations sanctioned by the Employer and are in uniform, shall be covered for Workers' Compensation claims.

24.05 DEATH IN SERVICE

- (a) When an employee dies, the period for which salary shall be paid during the month in which death occurs shall be deemed to be the full month.
- (b) Payment shall be made to the spouse or the estate for vacation leave accrued by the deceased employee to date of death.
- (c) Where an employee dies while in the employ of the Employer, the following amounts shall be paid to the dependent or dependants, to be determined as recorded by the Employer:
One (1) month salary for each year of continuous service up to a maximum of six (6) months salary.
- (d) Coverage for medical and dental benefits for dependants will continue up to and including the last day of the month following the month in which the employee dies.

24.06 REGISTERED SUPPLEMENTAL RETIREMENT PLAN AND HEALTH AND BENEFIT PLAN

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

- (a) The Employer shall pay two point seven five per cent (2.75%) of regular salary of employees covered by this Agreement to the Trustees of the Registered Supplemental Retirement Plan.
- (b) If an employee is absent from work by reason of illness or accident the Employer shall contribute the same percentage of the amount the employee would have earned if available for normal duty.
- (c) The Employer shall pay contributions for pay periods ending in a calendar month by the 20th day of the following month.
- (d) The Union will establish and maintain the Registered Supplemental Retirement Trust and Health and Benefit Trust by Trust Agreements between the Union and Trustees appointed by the Union who shall oversee and administer all trust funds.
- (e) The Union on behalf of itself and its members, will indemnify and save harmless the Employer, the Province of British Columbia, its Ministers, employees, servants, agents and officers, including the Superannuation Commissioner as defined under the *Pension (Public Service) Act* of British Columbia, from and against all claims, demands, losses, damages, costs, actions, suits, debts, accounts, fines, penalties, expenses and other proceedings made against or incurred, suffered or sustained by any of them at any time or times (whether before or after the expiration or sooner termination of this Collective Agreement) where the same or any of them are based upon or arise out of or from:
 - (i) the creation, operation, or termination of the Canadian Union of Public Employees Local 873:
 1. Registered Supplemental Retirement Plan; or
 2. Health and Benefit Plan;
 - (ii) the termination of the Canadian Union of Public Employees Local 873's Mandatory Retirement Savings Plan; or

- (iii) anything done or omitted to be done in relation to the above mentioned plans, including any failure to comply with applicable federal or provincial legislation, by the Union or any Trustee of the above mentioned plans;

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

24.07 EMPLOYEE ASSISTANCE PROGRAM

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

24.08 ILL HEALTH RETIREMENT

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

24.09 REHABILITATION COMMITTEE

- (a) The Employer and the Union agree to a Rehabilitation Committee comprising of four (4) persons, two (2) appointed by the Union and two (2) appointed by the Employer.
- (b) Committee members appointed by the Union will be granted time off without loss of basic pay for the purpose of attending meetings of the Committee and performing Committee-approved business.
- (c) The Committee will review alternate employment opportunities for employees unable to perform their normal duties and who require a medical accommodation.
- (d) The Committee may make non-binding recommendations to the Employer and Union as to possible alternate employment opportunities for employees.

24.10 CRITICAL INCIDENT STRESS MANAGEMENT PROGRAM

The Employer will make available to all employees a Critical Incident Stress Management (CISM) program.

24.11 BENEFIT PLANS EFFECTIVE DATE

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

- Short Term Disability Income Insurance
- Long Term Disability Insurance
- Dental Plan
- Medical Services Plan
- Extended Health Benefits Plan
- Group Life Plan
- Accidental Death and Dismemberment Insurance

24.12 EMPLOYER LIABILITY

The Liability of the Employer in the provision of benefits under this Article is limited to the terms and conditions outlined in the appropriate contracts entered into with various carriers at the date of signing

of this Agreement as well as any agreed to or negotiated changes; provided however, that employees on benefits as of the date of signing of the 12th Collective Agreement shall continue to be eligible for benefits according to the terms and conditions of the insurance contracts at the time the benefit entitlement arose.

25. TECHNOLOGICAL AND OTHER CHANGES

25.01 TECHNOLOGICAL CHANGE

- (a) In this Agreement “technological change” means any change in:
 - (i) the introduction of equipment, material or process different in nature, type or quantity from that previously utilized;
 - (ii) the location at which the work, undertaking or business operates in the work, undertaking or business carried on by the Employer including any change in function performed and including the removal of any part of the work undertaking or business.
- (b) A joint committee comprised of four (4) members, two (2) appointed by the Employer and two (2) by the Union shall be established to discuss matters of concern respecting technological change as defined in (a) above.
- (c) Employees who are assigned by the Employer to work with the new technology defined in Article 25.01(a) shall receive a period of training and familiarization. Employees involved in training under this Article shall have their salaries maintained for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered the opportunity to be retrained for another position with the Employer or the severance pay provisions of Article 14.
- (d) Should an employee opt to be retrained for another position with the Employer and be unable to meet the job requirements, they will be entitled to the severance pay provisions of Article 14.

26. UNIFORM AND CLOTHING ALLOWANCE

26.01 UNIFORM ALLOWANCE

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

- (c) All employees shall be responsible for the normal upkeep of their uniform as per 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.
 - (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.

26.02 UNIFORM MAINTENANCE

- (a) All damage to clothing and equipment incurred in the course of duty shall be assumed and made good by the Employer where an employee can produce satisfactory evidence as to the manner of damage.

- (b) All employees shall be responsible for the normal upkeep and cleanliness of their uniforms, but in the event that the uniform becomes abnormally soiled during the normal course of duty, the employee shall be reimbursed for cleaning expenses by the Employer upon presentation of receipts. The Employer shall also be responsible for the cost of cleaning uniforms in the amount of eighteen dollars (\$18) per month and is to be paid monthly. Such cleaning allowances shall be paid during periods of uninterrupted service only.

26.03 PERSONAL APPEARANCE

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

27. MINIMUM STATION EQUIPMENT

27.01 MINIMUM EQUIPMENT

- (a) In all stations the Employer will provide:
 - (i) a bulletin board;
 - (ii) necessary cleaning agents for toilet and personal washing facilities;
 - (iii) appropriate furnishing for rest, according to workload;
 - (iv) refrigeration facilities; lockers; and cooking facilities.

28. GENERAL CONDITIONS

28.01 COMPLIANCE WITH ADMINISTRATIVE REGULATIONS

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

28.02 ACTIONS OF PATIENTS

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

28.03 CIVIL ACTIONS

Where the PJLMC considers that there has not been flagrant or wilful negligence on the part of an employee:

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

28.04 CRIMINAL ACTIONS

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

28.05 PERSONAL ARTICLES

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

28.06 NO CESSATION OF WORK

- (a) No employee shall strike during the term of this Agreement and no person shall declare or authorize a strike of those employees during that term. A strike is defined as per Section 1 of the *Labour Relations Code of B.C.*
- (b) The Employer shall not, during the term of this Agreement, lock out an employee bound by this Agreement.

28.07 COPIES OF AGREEMENT

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

28.08 UNION INSIGNIA

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

29. OCCUPATIONAL HEALTH & SAFETY

29.01 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, 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 of work shall not be considered time worked, but such Committee members shall receive pay at straight time rates, 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 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.

30. PRESENT CONDITIONS AND BENEFITS

30.01 CONTINUATION OF ACQUIRED RIGHTS

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

31. GENERAL

31.01 PLURAL TERMS MAY APPLY

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

31.02 HUMAN RIGHTS CODE

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

31.03 RESPECT IN THE WORKPLACE

The Union and the Employer recognize the right of employees to work in an environment free from discrimination, harassment or bullying, and affirms that all persons are to be treated with respect and dignity.

All persons are accountable for their own conduct and must conduct themselves in a civil, respectful, and non-discriminatory manner at the workplace and at work-related gatherings.

The Employer and the Union agree that discrimination, bullying and harassment is unacceptable.

The parties recognize that timeliness in reporting and investigation are key to successful resolution of a complaint. Accordingly, employees are encouraged to report incidents or complaints as soon as possible.

- (a) "*Workplace Harassment*" is defined as one or a series of incidents involving unwelcome comments or actions:
 - (i) when such conduct might reasonably be expected to cause embarrassment, insecurity, discomfort, offence or humiliation to any person or group;
 - (ii) when submission to such conduct is made either implicitly or explicitly a condition of employment; and/or
 - (iii) where such conduct has the purpose or the effect of interfering with a person's work performance, or creating an intimidating, hostile or offensive work environment.
- (b) Such conduct does not necessarily, but may, concern a person's race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, age, sex, sexual orientation, gender identity or expression.
- (c) Workplace harassment does not include actions occasioned through the exercise, in good faith, of the Employer's managerial and supervisory rights and responsibilities.
- (d) Complaints alleging inappropriate conduct under this Article will be reported to the Employer. Upon receipt of a complaint, the Employer will notify the Union of the existence of the complaint, and such further information it can provide depending on the nature of the complaint.
- (e) Employees participating in the investigation process have the right to be accompanied by a representative of the Union at the Employee's request.
- (f) The Employer has the right to investigate incident(s), with or without the person's consent, where there are concerns about the alleged discrimination, bullying and/or harassment.

- (g) Upon conclusion of the investigation, the Employer will provide the Union with a written report summarizing the complaint, and providing an overview of the investigation, and its outcome(s).
- (h) Notice to Affected Parties
Within twenty-one (21) calendar days of a complaint filed under Article 31.03, the Employer shall notify all affected parties that a complaint has been filed, and that they may be a witness. For all affected parties, such notice shall include an overview of the process that will be followed, and that they have the right to be represented by their Union.
- (i) For those Employees identified as a complainant, respondent or witness, who are required to provide information in the investigation, the Employer will notify the Employee in accordance with Article 11.04 and 11.05.

31.04 FUTURE LEGISLATION

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

32. TERM OF AGREEMENT

32.01 TERM OF AGREEMENT

This Agreement shall be for a term of thirty-six (36) months with effect from the 1st day of April 2019, to the 31st day of March 2022, both dates inclusive and shall remain in full force and effect from year to year thereafter unless either party, within four months immediately preceding the expiry date of this Agreement or before the 31st day of December in any subsequent year, gives to the other party written notice of desire to terminate or amend such Agreement and furnishes particulars of any changes or amendments desired to the other party on or before the 31st day of December in the year in which notice is given hereunder.

32.02 NEGOTIATIONS BEYOND TERM OF AGREEMENT

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

32.03 SEC. 50(2) AND (3) OF LRC NOT APPLICABLE

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

32.04 EFFECTIVE DATE OF AGREEMENT

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

33. THE TERMS AND CONDITIONS OF EMPLOYMENT FOR ON-CALL EMPLOYEES WILL BE IN ACCORDANCE WITH SCHEDULE E

34. SERVICE MODELS

34.01 COMMUNITY RESPONSE DESIGNATION

- (a) The Employer and the Union acknowledge that a provincial emergency health services should have a responsive and flexible model to meet the diverse needs for pre-hospital care and transfers of patients in different areas of the province. The parties agree to the post designations of remote, rural, urban and metropolitan communities.
- (b) To that end, the Employer and the Union agree to implement Post Response Designations that recognize and complement the geographic and demographic differences that exist throughout the province. Such post designations shall be provided by the Employer to the Union, at the signing of this Agreement.
- (c) The Employer shall inform the Union through PJLMC of any changes to post designations thirty (30) days prior to implementation.

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 E3.10 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) 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 of the Agreement.
- (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.

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.
- (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.

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 to an operator or post to access standby work assignments that are separate from their normal full-time working assignment.
- (b) Primary operator vacancies in Urban posts will be filled on the following basis and in the following order, from among those individuals who have 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.
- (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) The Employer may assign primary operator employees to standby (Rural Standby) shifts within an Urban post to augment, but not displace or replace regular full-time positions.
 - (e) Subject to the language pertaining to Irregularly Scheduled Employees, Full-time employees will continue to be scheduled as they were under the terms of the Agreement.
 - (f) Spareboard shifts and standby shifts will be scheduled on a monthly basis. The shift opportunities will be offered to primary operator employees on a fair and equitable basis. All available shifts within a station or post will be allocated in the following order:
 - (i) All full-time and regular part-time vacancies as regular spareboard.
 - (ii) Standby shift vacancies.
 - (g) The allocation of work process for primary operator employees in Urban posts shall be consistent with the language of the Agreement.
 - (h) The requirements of and payment processes for standby shifts in Urban posts shall be in accordance with Sections 34.03 (c), (d) and (e) of this Agreement.

34.05 METROPOLITAN DEPLOYMENT

- (a) There shall be no standby shifts or callout 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 the 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) Other qualified applicants from within the bargaining unit in order of the earliest original date of hire with the Employer.
- (iv) Qualified applicants from outside of the bargaining unit who reside within the normal post response area.
- (v) Other qualified applicants from outside of the bargaining unit.

35. SUPERVISION

It is agreed that all Duty Supervisor positions shall be bargaining unit positions.

SCHEDULE A

A1.00 WAGES AND SHIFTS

A1.01 Shifts

(a) Employer Aim

The aim of the Employer is to maintain the current number of Alpha ambulance crews in the Province, and that additional Alpha crews that are established will not subsequently be disbanded or converted to other shift patterns, to Advanced Life Support crews, or other specialized crew duties which would limit their capacity to respond to regular 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.

If child care, transit difficulties or other serious personal circumstances do not permit such a change, employees may decline the change without repercussion by the Employer.

(e) Possible Shift Patterns

A "shift pattern" is a regular, recurring series of shifts for Regular Full-time employees, as determined by the Employer. Start and stop times associated with shift patterns will be based on operational requirements and to maximize service delivery. Below are the possible shift patterns:

(i) Alpha – Four 12 hour shifts followed by four consecutive days off.

(ii) Bravo, Bravo/Charlie, Charlie – Four 11 hour shifts followed by four consecutive days off; each shift to conclude on or before 0300 hours.

- (iii) Delta – Five consecutive shifts, seven hours (7) in duration, followed by two consecutive days off.
- (iv) Romeo - Five consecutive shifts, seven and a half hours (7.5) in duration, followed by two consecutive days off.
- (v) 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) Day shifts only of five (5) 7-hour shifts per week.
- (ii) A ten day cycle of four (4) 12.5- hour shifts followed by six (6) days off.
- (iii) An eight day cycle of four (4) 10 hour shifts followed by four (4) days off.
- (iv) 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.

- (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.

For ISEs the following scheduling parameters will apply:

- 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
- Six (6) shifts in a row must be followed by four days clear.
- (x) ISEs will be provided a six (6) month schedule at least seven (7) days prior to the commencement of the schedule.
- (xi) 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.
- (xii) ISEs not already assigned to work will be offered additional available work before other employees.
- (xiii) ISE who are assigned work on another platoon, will be provided at least forty eight (48) hours' notice of the scheduling change.
- (xiv) If the Employer fails to provide an ISE with at least 48 hours advance notice of a scheduling change, the Employer will pay the affected employee a premium of one and one-half (1.5) times their hourly rate of pay for all worked hours that fall inside of the required 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.
- (xv) 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.

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%
- (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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) "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.
- (i) 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.
- (j) 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.
- (k) 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.
- (l) An employee who retires, and is hired back, will be placed at the 3 year rate within their classification.
- (m) The accounting of hours and service will only be used for the purposes of placing employees on the pay grid.
- (n) The Employer will endeavour to provide a reasonable mechanism for employees to have access their accumulation of hours.

A2.00 DISPATCHERS

A2.01 Classification

- (a) Dispatcher Classifications
- i. Probationary
 - (a) New employees subject to probation as set out in this Agreement.
 - (b) Upon completion of training, Emergency Medical Call-takers and Emergency Medical Dispatchers will be subject to a six (6) month probationary period during

which time they may be reclassified to their previous classification/status if adjudged unsatisfactory.

- ii. Emergency Medical Call-taker - Probationary Emergency Medical Call-takers who complete their probation satisfactorily will be classified as Emergency Medical Call-taker. Selection for this classification will be in accordance with Article 13.04.
- iii. Emergency Medical Dispatcher - Probationary Emergency Medical Dispatchers who complete their probation satisfactorily will be classified as Emergency Medical Dispatcher. Selection for this classification will be in accordance with Article 13.04.
- iv. Dispatch Supervision - In Dispatch Centres outside of Vancouver, there shall be at least one Emergency Medical Charge Dispatcher per team. Vancouver Dispatch Operations Centre shall not have less than one (1) Emergency Medical Dispatch Supervisor and one (1) Emergency Medical Charge Dispatcher per team.

A3.00 SUPERVISORY AUTHORITY

A3.01

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

SCHEDULE B – PENSIONS

It is agreed by the parties that the partial integration and standardization of the several diverse pension programs previously in effect will occur as follows:

- (a) Persons covered by this Agreement and employed after January 1, 1976 will automatically be enrolled in the Public Service Pension Plan.
- (b) Present employees employed by the Employer prior to January 1, 1976 may elect to:
 - (i) be enrolled in the Public Service Pension Plan; or
 - (ii) may enroll in the Ambulance Employees' Union Pension Trust Plan, and such options, once exercised, shall be irrevocable and their enrolment in any other registered or unregistered pension or retirement trust plans will be terminated, excepting only that those several individuals who were enrolled in the Ambulance Employees' Union Pension Trust Plan prior to March 31, 1966, and who, by the previous conditions of that Trust were entitled to a matching employer contribution of ten per cent (10%), may continue to be eligible for a ten per cent (10%) matching contribution by the Employer which they may elect to have disbursed by enrolling in the Public Service Pension Plan and the Employer will make matching contributions to this plan, with the remaining balance of the Employer's ten per cent (10%) contribution being paid to the Ambulance Employees' Union Pension Trust Plan or, alternatively, such person may elect to assign their total deduction to the Ambulance Employees' Union Pension Trust with the Employer paying its total matching contribution to the Trust, and it is agreed that these options will also be irrevocable once exercised.
- (c) Full-time, and Regular Part-time employees enrolled in the Public Service Pension Plan will be eligible for the Special Early Retirement Benefit pursuant to the Plan Rules.

SCHEDULE C – RANKING

UNIT CHIEF AND EQUIVALENT

- (a) Where possible shall have three (3) years plus one day service.
- (b) Must be a Primary Care Paramedic or better.
- (c) When available, must take course of studies in leadership, administration, Employer rules and regulations and employee relations, and pass exams on same.
- (d) If the candidate chosen does not meet the above, they will receive the remuneration as laid out in the Agreement and will be considered acting until they qualify in the above.

TERMS OF REFERENCE

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

SCHEDULE D – PRACTICE EDUCATORS

D1.00 PREAMBLE

The following terms and conditions will apply to practice educators. Except as otherwise stated below, the terms of the Agreement shall apply.

D2.00 HOURS OF WORK

- (a) Hours of work will be scheduled in accordance with a shift pattern outlined in Schedule A1.01(e), interrupted only by the meal period as provided in (b) below. Employees shall receive two (2) paid rest breaks of fifteen (15) minutes each in duration per shift.
- (b) Meal periods shall be scheduled as close as possible to the middle of the scheduled hours of work. The length of the meal period shall be agreed to at the local level and shall not be less than thirty (30) minutes nor more than sixty (60) minutes.
- (c) Employees shall not be required to work statutory holidays and Article 18.01(c) will apply.

D3.00 SELECTION PROCESS

Positions will be filled utilizing the process described in Article 13.03.

SCHEDULE E – ON-CALL EMPLOYEES

E1.00 APPLICABLE COLLECTIVE AGREEMENT PROVISIONS

The following Articles of the Agreement shall apply to On-call employees:

- (a) Date of Signing of Collective Agreement
- (b) Article 1.01(a), (b), (c), (g), (h), (i) and (k) Terminology
- (c) Article 2 Management Rights
- (d) Article 3 Employees' Rights (except Article 3.03(b))
- (e) Article 4 Union Membership Requirement
- (f) Article 5 Check-off of Union Dues
- (g) Article 6 Correspondence
- (h) Article 7 Contracting Out
- (i) Article 8 Provincial Joint Labour Management Committee
- (j) Article 9 Grievance Procedure
- (k) Article 10 Arbitration Procedure
- (l) Article 11 Discharge, Suspension and Discipline (except Articles 11.07, 11.08 and 11.09)
- (m) Article 13.01 (a)(iii), (a)(iv), (b), (c), (d), (g), (h) Postings
- (n) Article 13.02 Community Paramedic Selection Process
- (o) Article 13.03 Selection Process for Full-Time Supervisory Positions
- (p) Article 13.04 Selection Process for Full-Time Dispatcher
- (q) Article 13.07 Grievances
- (r) Article 18.01(a) Statutory Holidays
- (s) Article 21.28 Military Leave
- (t) Article 22.05 Instructors
- (u) Article 22.08 Subsistence Allowance
- (v) Article 22.09 Vehicle Allowance
- (w) Article 22.10 Meal Allowances
- (x) Article 23.01 Minimum Qualifications Requirements
- (y) Article 23.04 Continuing Medical Education
- (z) Article 23.06(a) Emergency Medical Responder /FA Qualifications
- (aa) Article 23.09 Training Bursaries, Loans, Grants or Incentives
- (bb) Article 24.02(c), (d) Medical Insurance
- (cc) Article 24.03(d) Group Insurance
- (dd) Article 24.04(b) Workers' Compensation Board Claim

- (ee) Article 24.07 Employee Assistance Program
- (ff) Article 24.09 Rehabilitation Committee
- (gg) Article 25 Technological and Other Changes
- (hh) Article 26.01(f) Uniforms/PJLMC
- (ii) Article 26.01(g) Footwear
- (jj) Article 26.03 Personal Appearance
- (kk) Article 28 General Conditions (except Article 28.07)
- (ll) Article 29 Occupational Health & Safety (specific Articles listed below):
 - Article 29.01 Statutory Compliance
 - Article 29.02(a) Provincial Joint Occupational Health & Safety Committee
 - Article 29.03(a) (b) (f) District Occupational Health & Safety Committee
 - Article 29.04 Safety and Health - Joint Labour-Management Committee
 - Article 29.05 Reports
 - Article 29.06 Information
- (mm) Article 31 General
- (nn) Article 32 Term of Agreement
- (oo) Article 33 Terms and Conditions of Employment for On-call Employees
- (pp) Article 34 Service Models
- (qq) Article 35 Supervision
- (rr) Article 36.01 and 36.02 Community Paramedicine
- (ss) Schedule A1.02 (a) Wages
- (tt) Schedule A3.00 Supervisory Authority
- (uu) Schedule F Wage Grids

E2.00 LEAVE PROVISIONS

E2.01 Scheduling

On-call employees are not entitled to paid leave other than as provided in Schedule E2.02 and E10.01.

E2.02 Death in Immediate Family

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

E2.03 Leave of Absence

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

E2.04 Pay for Collective Bargaining

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

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

E2.05 Pay for Witnesses

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

E2.06 Joint Labour-Management Committee

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

E3.00 QUALIFICATIONS, TRAINING AND STAFFING

E3.01 On-Call Hiring and Availability

- (a) Employees hired subsequent to May 1, 2001 shall be subject to the following:
 - (i) Pursuant to Schedule E3.06, employees shall make themselves available for a minimum of eight shifts, in their primary operator, each calendar month.
 - (ii) Where an employee does not meet the availability requirements in (i) above, in any month, the employee's date of hire will be moved forward one calendar month.
 - (iii) Employees who are unable to meet the monthly shift availability requirements of (i) above due to illness, injury, parental leave or maternity leave, or participating in a Primary Care Paramedic (PCP) or Advanced Care Paramedic (ACP) program from an approved training institution, shall not have their date of hire adjusted, as contemplated in (ii) above.
- (b) Employees hired prior to May 1, 2001 shall not have their date of hire adjusted pursuant to (a) above.
- (c) The Employer shall maintain two lists, one each for Schedule E3.01(a) and (b) above.

E3.02 Training – Paramedic and Dispatch

- (a) Appropriate Paramedic training will be provided to On-call employees in specific training areas who meet the requisite requirements of the *Emergency Health Services Act* and/or Regulations. Employees will be offered such training on the basis of the earliest date of hire with the Employer.
- (b) On-call employees shall be selected for dispatch training in accordance with Article 13.04.
- (c) Employees who are unsuccessful in, or withdraw from all or a portion of a training program leading to a Paramedic or dispatch certification may not reapply for three (3) years. Employees will return to their former post without loss of position on the short-notice rotation list.
- (d) Where required, employees will be provided the opportunity to renew their license.

E3.03 Postings

- (a) All full-time and regular part-time Paramedic or Emergency Medical Responder/FA vacancies except those outlined in Article 13.01(i) shall be posted in all stations for a minimum of fourteen (14) days before any such vacancies are filled or any promotions effected. It is understood that any written submissions made in consequence of such posting and within the period of such posting shall be considered by the Employer.

The list of applicants for such postings or promotions shall be forwarded to all stations and the Union within ten (10) calendar days after the closing of the advertisement. The Employer will endeavour to notify all stations and the Union of the successful applicant within thirty (30) days if possible after the closing date of the advertisement.

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

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) 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.

E3.05 Pay and Paramedic Training Expenses

- (a) On-call employees will be paid their regular hourly rate for the time the employee is scheduled in Employer-approved training.
- (b) On-call employees attending such training referred to in (a) above, shall be entitled to meal and mileage allowances in accordance with Articles 22.09 and 22.10 if their normal work station and residence is outside a thirty-two (32) km radius of the address where the course is held, shall be on travel status (unless meals are provided, in which case the allowance will be reduced by the amounts outlined in Article 22.10 for meals provided). Employees within 32km radius of the address where the course is being held will be provided lunch or appropriate meal in lieu. Where the employee's normal work station and residence is outside a one-hundred (100) km radius of the address where the course is being held, such employee will be entitled to accommodation in accordance with Provincial Government Regulations.
- (c) Employees in supervisory positions who have not completed the appropriate supervisory course will be provided such training course at their regular hourly rate for all hours attending such a course.
- (d) On-call employees will be paid their regular hourly rate while attending sessions related to dispatch certification.

E3.06 Work Allocation – Spareboard and On Call Shift Coverage

- (a) Employees shall submit their availability for shift coverage by an established date each calendar month. A Regular Part-time employees' availability shall not conflict with their regularly scheduled hours of work.
- (b) Upon receipt of the Regular Part-time and On-call employee shift availability, the unit chief will first distribute to qualified Regular Part-time and On-call employees the spareboard work fairly and equitably based on availability for shift coverage submitted by the Regular Part-time and On-call employees using the following formula:

Add the total number of available shifts submitted by all Regular Part-time and On-call employees and divide by the total number of shifts to be covered for the scheduling period. Divide each employee's availability by this number to obtain the total number of shifts for which each employee should be scheduled.

- (c) After all the spareboard shifts have been assigned to the Regular Part-time and On-call employees, each Regular Part-time and On-call employee's availability submission is adjusted by eliminating:
 - (i) the employee's availability for the assigned spareboard shift(s);
 - (ii) the employee's availability for the shift immediately prior to the scheduled spareboard shift(s).
- (d) Upon receipt of the Full-time employee shift availability and pursuant to (c) above, the unit chief will distribute the on-call shift coverage assignments fairly and equitably (equal ratio of on-call shift coverage per unit) based on availability for shift coverage submitted by qualified employees utilizing the following formula:

Add the total number of available shifts submitted by all employees and divide by the total number of shifts to be covered for the scheduling period. Divide each employee's availability by this number to obtain the total number of shifts for which each employee should be scheduled.
- (e) Any remaining on-call shift coverage will be scheduled in order of seniority; one shift per employee until the schedule is filled based on employee availability.
- (f) There will be no carry-over of shift entitlement by availability to the next scheduling cycle.

E3.07 Work Allocation – Short Notice Bookoff

Where a shift becomes vacant after the established availability date it will be scheduled in the following manner:

- (a) When the shift schedule for the post is complete, it is the responsibility of employees to ensure their availability for short notice bookoffs is current and accurate.
- (b) Short notice spareboard bookoff shifts will be offered through rotation to available and qualified On-call and Regular Part-time employees, if the shift will not result in overtime for the Employer, as such shifts become available.
- (c) Short notice on-call shift coverage bookoff will be offered through rotation to the available and qualified senior employee as such shifts become available.
- (d)
 - (i) Where telephone communication is used to schedule short notice bookoff shifts, two (2) attempts, at least five (5) minutes apart, will be made to contact the employee.
 - (ii) Where the employee has opted to receive email or text messages as offers of shifts, a single attempt will be made and the employee must respond to the Employer within five (5) minutes of the email or text message. If the employee does not respond to the Employer within five (5) minutes, the Employer will proceed as if they were unable to make contact with employee.
- (e) The first employee to accept the offer of an available shift shall be assigned the vacant shift.

E3.08 No-Notice Bookoff

- (a) Where a Regular Part-time or On-call employee is providing on-call shift coverage and a spareboard shift becomes available, the most senior Regular Part-time or On-call employee will be offered the spareboard shift, if the shift will not result in overtime for the Employer.
- (b) The next available senior Regular Part-time and On-call employee identified pursuant to Schedule E3.07(c), will be offered the available on call shift.

E3.09 Work Allocation by Employee Category

- (a) The available spareboard shifts will be assigned in the following order:
 - (i) available Regular Part-time and On-call employees in the post, if it will not result in overtime for the Employer;
 - (ii) Full-time and Regular Part-time employees in the post, at the applicable overtime rate;
 - (iii) Regular Part-time and On-call employees, in and out of the post; and
 - (iv) Full-time employees, in or out of the post.
- (b) The available on-call shift coverage vacancies will be assigned in the following order:
 - (i) available Full-time employees assigned to the Primary Operator for the purposes of on-call shift coverage and Regular Part-time / On-call employees assigned to the Primary Operator;
 - (ii) Full-time, Regular Part-time and On-call employees in the post;
 - (iii) Full-time, Regular Part-time and On-call employees out of the post.

E3.10 Staffing Levels

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

E3.11 Glossary of Terms

- (a) 'Date of hire' for Regular Part-time and On-call employees, establishes the means of accruing on-call service seniority.
- (b) 'Primary operator' for Full-time employees means that operator to which the employee is attached for on call shift coverage purposes; for Regular Part-time and On-call employees means that operator to which the employee is attached.
- (c) 'On-call shift coverage' means where an employee has been scheduled and carries a pager for a scheduled period of time.
- (d) 'Unit' means a specified car covered by callout car.
- (e) 'Spareboard shift' - in full-time or regular part-time stations where an employee works a vacant scheduled shift.
- (f) 'Shift' - means on-call shifts (2 shifts per 24 hours) and spareboard shifts.

E4.00 RESIGNATION, EMPLOYMENT OBLIGATION AND PROBATION

E4.01 Deemed Resignation

Subject to Schedule E2.03 and E3.01, On-call employees who do not make themselves available for work for three (3) consecutive months or where work is available, who do not work a minimum of three shifts over any three consecutive month period shall be deemed to have resigned from employment.

E4.02 On-Call Employee Movements

- (a) On-call employees are normally attached to one operator. Should they wish to move to another operator they must apply and be accepted. The successful applicant will be the applicant with the earliest date of hire who possesses the required qualifications.
- (b) The parties recognize that the Employer may be required to employ staff with less than the minimum qualifications. The Employer will only hire those employees with less than the minimum qualifications when no other qualified applicants exist. In these circumstances, employees will be restricted to that Operator until they have achieved the minimum standard.
- (c)
 - (i) On-call employees who are successful applicants with another operator, must be physically able to perform the duties on the specified reporting date.
 - (ii) In the event an On-call employee is unable to meet the requirements of Schedule E4.02(i) above, the Employer will accept the next qualified applicant(s).
 - (iii) Employees unable to report, and subject to Schedule E4.02(i) above, will be entitled to the first subsequent on-call appointment with that operator.
 - (iv) Employees hired after the date of signing of the 12th Collective Agreement must be able to meet the operator's availability requirements when making application with another operator.

E4.03 Employment Obligation

- (a) All new employees will be required, at the unit chief's discretion, to undergo a period of orientation at a mutually agreeable time before being allowed to work shifts on car. Such orientation will be with pay at the appropriate rates as laid out in Schedule E8.00 and may consist of orientation on or off car.
- (b) There is no obligation on the Employer to offer work to an On-call employee until the On-call employee has been employed for a period of three (3) months from the date of issuance of their employee number.

E4.04 Probationary Employment

- (a) All On-call employees shall be considered as probationary employees for all purposes of the Agreement and shall work under a permit granted by the Executive Committee of the Union for six (6) months.
- (b) The Employer may reject any probationary employee for just cause or may extend the period of probation within which the person may be rejected for a further period not exceeding six (6) months.

The employee shall be notified by the Employer in writing with a copy to the Union, prior to the extension of their probation. Reasons for the extension of the probation and the areas in which the employee is expected to improve shall be included in the notification of extension of probation.

A rejection during probation shall not be considered a dismissal for the purpose of Article 11.01. The criteria of just cause for determining rejection shall be the suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

E5.00 EMPLOYMENT

E5.01 On-Call Unit Chief

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

In remote and single-station Urban communities, the Employer may cluster stations, either through vacancies or attrition, with mutual agreement of the Union.

E6.00 HOURS OF WORK

E6.01 Callout

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

- (a) If the call lasts four (4) hours or less, the employee shall be paid a minimum of four hours at their regular rate of pay.
- (b) If the call runs longer than four (4) hours and is eight (8) hours or less, the employee shall be paid for those hours actually worked, at their regular rate of pay.

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.

E6.03 Employee Stranding Arising from a Regular Shift

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

E6.04 Employee Stranding Arising from a Callout

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

E6.05 Employee Stranding Expenses

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

E7.00 OVERTIME

E7.01 Overtime

On-call employees who are required to work in excess of eighty-four (84) 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.

E8.00 WAGES

On-call employee wages are in accordance with Schedule F.

E8.01 Classification Changes

Employees moving from one classification to another will receive the rate of pay (increment level) which is closest to and higher than the wage rate they were receiving.

E9.00 ON-CALL DISPATCHERS CLASSIFICATION

There will be three classes of on-call Dispatcher:

- (a) Probationary
 - (i) New employees subject to probation as set out in this Agreement.
 - (ii) Upon completion of training, Dispatchers will be subject to a six (6) month probationary period during which time they may be reclassified to crew status if adjudged unsatisfactory.
- (b) On-call Dispatcher
Probationary on-call Dispatchers who complete their probation satisfactorily will be classified as on-call Dispatcher.
- (c) On-call Dispatcher 3
In those centres that employ more than one Employer Dispatcher on any shift, the most senior on-call Dispatcher on the shift will be classified as an on-call Dispatcher 3 for the duration of the shift, excepting where a full-time Dispatcher or Charge Dispatcher is on duty in that dispatch centre.
- (d) In respect of (c) above, the senior employee will be that employee with the earliest date of hire.

E10.00 COURT TIME

E10.01 Pay While Attending Court

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

- (a) pay for the actual time spent in court plus reasonable travelling time providing the On-call employee is not required to be at work for another employer over the duration of the court appearance. The employee shall be compensated at their regular hourly rate of pay for a minimum of four (4) hours; or
- (b) reimbursement for wages lost as a result of the On-call employee being absent from other employment. An employer statement of wage loss and a Court certified summons is required.

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

E11.00 RENEWAL REIMBURSEMENTS

E11.01 OFA Certificate Renewal

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

E11.02 Class 4 Driver's Licence Medical Examination

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

E11.03 CPR Instructors Course

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

E12.00 EMPLOYMENT QUALIFICATIONS AND REQUIREMENTS

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

E13.00 UNIFORMS

E13.01 On-call Uniform Issue

- (a) The Employer shall ensure that all On-call employees who have been employed pursuant to Schedule E4.03 will receive an On-call uniform issue as follows:
- 1 pair trousers
 - 2 shirts
 - 1 tie
 - 2 pair light weight socks
 - 1 belt
 - 1 pair issue boots
 - 1 service cap
- (b) New On-call employees will be issued a personal patrol jacket. On completion of one (1) year's service, the employee will be issued one multi layered jacket system upon surrender of patrol jacket.
- (c) On-call employees achieving one thousand (1,000) hours paid time in one (1) year will be issued, on request, an additional shirt and pair of trousers.
- (d) All On-call employees in Regions 3-8 inclusive, will be issued winter boots and winter gloves on request in addition to the regular uniform issue in (a) above.
- (e) Upon request, the Employer may issue additional uniform items. Such issuance will not be unreasonably withheld.

E13.02 Uniform Maintenance

- (a) All employees shall be responsible for the normal upkeep of their uniform as per Schedule E13.02(b). The replacement of unserviceable or lost items will be made upon surrender of items, or proof of loss, if replacement is necessary as a result of normal wear. Requests for replacement shall be made through an individual authorized by the Employer (who will normally be a unit chief).
- (b) All employees shall be responsible for the normal upkeep and cleanliness of their uniforms, but in the event that the uniform becomes abnormally soiled during the normal course of duty, the employee shall be reimbursed for cleaning expenses by the Employer upon presentation of receipts.
- (c) Female Dispatchers may take as an option one skirt in lieu of one pair of trousers.
- (d) All items of uniform shall remain the property of the Employer. Employees shall wear the uniform provided by the Employer while on duty.

E14.00 ALLOWANCES

E14.01 Pay for Acting Capacity

On-call employees who are duly appointed by the Employer to perform temporarily functions other than or in addition to those which they normally perform shall be paid for these additional or other duties at the rate set forth in this Agreement. Such appointments shall not normally be made for periods of less than two (2) weeks.

E14.02 Transportation for Duty

On-call employees who are required to report to locations other than their normal post shall be entitled to transportation from their location at the time of receiving the call to the site where their services are required. If using their own vehicle in the course of responding to or returning from the call, mileage allowance shall be paid in accordance with Article 22.09.

E15.00 ON-CALL EMPLOYEE LISTS

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

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. Employee worked hours will be calculated following each bi-weekly pay period for benefit eligibility with benefits effective the following calendar month.
 - (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 a minimum of 1152 hours of spareboard or on call coverage 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.

E17.00 SHIFT PATTERNS

The shift patterns as described in Schedule A1.01 will apply to Regular Part-time and On-call employees when they are scheduled into vacant full-time shifts.

E18.00 PROVINCIAL AND DISTRICT JOINT OCCUPATIONAL HEALTH & SAFETY COMMITTEE

E18.01

- (a) Where an On-call employee is a designated committee member, and where such employee is not otherwise in receipt of pay pursuant to Schedule E6.00 or E8.00, the employee shall be entitled to a minimum four hours pay at their regular rate of pay, while conducting Committee business.
- (b) Pursuant to Schedule E3.01(a)(i), an On-call employee will be credited with one availability for each committee meeting attended.

E19.00 SEASONAL AND TEMPORARY POSITIONS

E19.01

Employees hired for seasonal staffing purposes, or to cover a temporary staffing shortfall, shall be limited to that purpose. At the conclusion of the season, or where the staffing shortfall has ended, such employees will be laid off, except that these employees may thereafter use their date of hire for a period of (6) six months to apply for on-call vacancies. Schedule E16.01 does not apply to such employees.

E20.00 CRITICAL INCIDENT STRESS

E20.01

- (a) In cases of a critical incident if the employee determines that they are unable to complete the remainder of their shift as a result of the impact of the incident, they will inform their on-shift manager/supervisor and will be granted leave for the remainder of their shift, without penalty or loss of pay.
- (b) The Employer will provide critical incident stress debriefing/ defusing to employees as required.
- (c) Employees attending critical incident stress debriefing/defusing sessions shall be paid at their regular paramedic or dispatch wage rates for the duration of the sessions. Such wage payment shall be for a minimum of four (4) hours pay per session.

- (d) Following a critical incident, if the employee determines that they require a break period, a minimum of one (1) hour of out-of-service time will be guaranteed following completion of the call and/or clearing of the hospital without penalty or loss of pay.

SCHEDULE F – WAGE GRIDS

F1.00 SERVICE PAY

Effective the first pay period after April 1, 2019, 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 as follows:

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

F2.00 EMPLOYEE WAGES

Effective First Pay Period after April 1, 2019 (2% general wage increase)

Classification	Universal Hourly Rates			
	0 base	1 year	2 year	3 year
Driver	19.05	20.87	22.82	25.10
Service Pay – 10th year	-	-	-	25.43
Service Pay - 15th year	-	-	-	25.76
Service Pay - 20th year	-	-	-	26.07
Service Pay - 25th year	-	-	-	26.43
Driver Unit Chief	23.33	25.14	27.10	29.39
Service Pay - 10th year	-	-	-	29.72
Service Pay - 15th year	-	-	-	30.05
Service Pay - 20th year	-	-	-	30.36
Service Pay - 25th year	-	-	-	30.72
Emergency Medical Dispatcher	28.73	34.09	36.11	38.34
Service Pay - 10th year	29.06	34.42	36.44	38.67
Service Pay - 15th year	29.39	34.75	36.77	39.00
Service Pay - 20th year	29.70	35.06	37.08	39.31
Service Pay - 25th year	30.06	35.42	37.44	39.67
Emergency Medical Charge Dispatcher / Practice Educator	33.13	38.48	40.50	42.73
Service Pay - 10th year	33.46	38.81	40.83	43.06
Service Pay - 15th year	33.79	39.14	41.16	43.39

Classification	Universal Hourly Rates			
	0 base	1 year	2 year	3 year
Service Pay - 20th year	34.10	39.45	41.47	43.70
Service Pay - 25th year	34.46	39.81	41.83	44.06
Emergency Medical Call Taker	27.36	29.27	31.32	33.52
Service Pay - 10th year	27.69	29.60	31.65	33.85
Service Pay - 15th year	28.02	29.93	31.98	34.18
Service Pay - 20th year	28.33	30.24	32.29	34.49
Service Pay - 25th year	28.69	30.60	32.65	34.85
Emergency Medical Dispatch Officer	32.34	37.71	39.72	41.95
Service Pay - 10th year	32.67	38.04	40.05	42.28
Service Pay - 15th year	33.00	38.37	40.38	42.61
Service Pay - 20th year	33.31	38.68	40.69	42.92
Service Pay - 25th year	33.67	39.04	41.05	43.28
Emergency Medical Dispatch Supervisor	-	-	-	43.83
Service Pay - 10th year	-	-	-	44.16
Service Pay - 15th year	-	-	-	44.49
Service Pay - 20th year	-	-	-	44.80
Service Pay - 25th year	-	-	-	45.16
Emergency Medical Responder	25.47	27.40	29.37	31.57
Service Pay - 10th year	25.80	27.73	29.70	31.90
Service Pay - 15th year	26.13	28.06	30.03	32.23
Service Pay - 20th year	26.44	28.37	30.34	32.54
Service Pay - 25th year	26.80	28.73	30.70	32.90
Emergency Medical Responder Unit Chief	29.74	31.67	33.64	35.84
Service Pay - 10th year	30.07	32.00	33.97	36.17
Service Pay - 15th year	30.40	32.33	34.30	36.50
Service Pay - 20th year	30.71	32.64	34.61	36.81
Service Pay - 25th year	31.07	33.00	34.97	37.17
Primary Care Paramedic	27.12	29.07	31.03	33.20
Service Pay - 10th year	27.45	29.40	31.36	33.53
Service Pay - 15th year	27.78	29.73	31.69	33.86

Classification	Universal Hourly Rates			
	0 base	1 year	2 year	3 year
Service Pay - 20th year	28.09	30.04	32.00	34.17
Service Pay - 25th year	28.45	30.40	32.36	34.53
Primary Care Paramedic Unit Chief / Practice Educator	31.39	33.33	35.31	37.46
Service Pay - 10th year	-	-	-	37.79
Service Pay - 15th year	-	-	-	38.12
Service Pay - 20th year	-	-	-	38.43
Service Pay - 25th year	-	-	-	38.79
Primary Care Paramedic Off-car Unit Chief/ Planning Coordinator / Logistics Coordinator	32.45	34.40	36.35	38.53
Service Pay - 10th year	-	-	-	38.86
Service Pay - 15th year	-	-	-	39.19
Service Pay - 20th year	-	-	-	39.50
Service Pay - 25th year	-	-	-	39.86
Primary Care Paramedic IV	27.93	29.89	31.84	34.01
Service Pay - 10th year	28.26	30.22	32.17	34.34
Service Pay - 15th year	28.59	30.55	32.50	34.67
Service Pay - 20th year	28.90	30.86	32.81	34.98
Service Pay - 25th year	29.26	31.22	33.17	35.34
Primary Care Paramedic IV, Community Paramedics	28.68	30.64	32.59	34.76
Service Pay - 10th year	-	-	-	35.09
Service Pay - 15th year	-	-	-	35.42
Service Pay - 20th year	-	-	-	35.73
Service Pay - 25th year	-	-	-	36.09
Primary Care Paramedic IV Unit Chief / Practice Educator	32.19	34.16	36.12	38.29
Service Pay - 10th year	-	-	-	38.62
Service Pay - 15th year	-	-	-	38.95
Service Pay - 20th year	-	-	-	39.26
Service Pay - 25th year	-	-	-	39.62

Classification	Universal Hourly Rates			
	0 base	1 year	2 year	3 year
Primary Care Paramedic IV Unit Chief / Practice Educator, Community Paramedics	32.94	34.91	36.87	39.04
Service Pay - 10th year	-	-	-	39.37
Service Pay - 15th year	-	-	-	39.70
Service Pay - 20th year	-	-	-	40.01
Service Pay - 25th year	-	-	-	40.37
Primary Care Paramedic IV Off-car Unit Chief/ Planning Coordinator / Logistics Coordinator	33.27	35.23	37.18	39.35
Service Pay - 10th year	-	-	-	39.68
Service Pay - 15th year	-	-	-	40.01
Service Pay – 20th year	-	-	-	40.32
Service Pay - 25th year	-	-	-	40.68
Advanced Care Paramedic	36.85	38.86	40.62	41.19
Service Pay - 10th year	37.18	39.19	40.95	41.52
Service Pay - 15th year	37.51	39.52	41.28	41.85
Service Pay - 20th year	37.82	39.83	41.59	42.16
Service Pay - 25th year	38.18	40.19	41.95	42.52
Advanced Care Paramedic, Community Paramedics	37.60	39.61	41.37	41.94
Service Pay - 10th year	37.93	39.94	41.70	42.27
Service Pay - 15th year	38.26	40.27	42.03	42.60
Service Pay - 20th year	38.57	40.58	42.34	42.91
Service Pay - 25th year	38.93	40.94	42.70	43.27
Critical Care Paramedic	43.17	45.19	46.95	47.51
Service Pay - 10th year	43.50	45.52	47.28	47.84
Service Pay - 15th year	43.83	45.85	47.61	48.17
Service Pay - 20th year	44.14	46.16	47.92	48.48
Service Pay - 25th year	44.50	46.52	48.28	48.84
Advanced Care Paramedic Unit Chief / Practice Educator	41.12	43.14	44.90	45.46
Service Pay - 10th year	41.45	43.47	45.23	45.79

Classification	Universal Hourly Rates			
	0 base	1 year	2 year	3 year
Service Pay - 15th year	41.78	43.80	45.56	46.12
Service Pay - 20th year	42.09	44.11	45.87	46.43
Service Pay - 25th year	42.45	44.47	46.23	46.79
Advanced Care Paramedic Unit Chief / Practice Educator, Community Paramedics	41.87	43.89	45.65	46.21
Service Pay - 10th year	42.20	44.22	45.98	46.54
Service Pay - 15th year	42.53	44.55	46.31	46.87
Service Pay - 20th year	42.84	44.86	46.62	47.18
Service Pay - 25th year	43.20	45.22	46.98	47.54
Critical Care Paramedic Unit Chief / Practice Educator	47.44	49.44	51.21	51.78
Service Pay - 10th year	47.77	49.77	51.54	52.11
Service Pay - 15th year	48.10	50.10	51.87	52.44
Service Pay - 20th year	48.41	50.41	52.18	52.75
Service Pay - 25th year	48.77	50.77	52.54	53.11
Advanced Care Paramedic Off-car Unit Chief/ Planning Coordinator / Logistics Coordinator	42.19	44.21	45.97	46.52
Service Pay - 10th year	42.52	44.54	46.30	46.85
Service Pay - 15th year	42.85	44.87	46.63	47.18
Service Pay - 20th year	43.16	45.18	46.94	47.49
Service Pay - 25th year	43.52	45.54	47.30	47.85
Critical Care Paramedic Off-car Unit Chief/ Planning Coordinator / Logistics Coordinator	48.50	50.50	52.29	52.84
Service Pay - 10th year	48.83	50.83	52.62	53.17
Service Pay - 15th year	49.16	51.16	52.95	53.50
Service Pay - 20th year	49.47	51.47	53.26	53.81
Service Pay - 25th year	49.83	51.83	53.62	54.17

F3.00 STANDBY (FOX) SHIFT PAY

Effective the first pay period after ratification, the rate of pay for employees working a standby (Fox) shift will be equivalent to the minimum wages as set out in the *Employment Standards Act* or regulations, while such employees are at work and ready to respond to ambulance responses or other duties assigned by the Employer (Fox minimum wage hours). Any increase to the minimum wage as set out in the *Employment Standards Act* or regulations shall be applied herein with the same effective date. Fox minimum wage hours are not subject to General Wage Increases.

F4.00 ACTING SUPERVISORY PAY (FULL-TIME AND REGULAR PART-TIME ONLY)

The supervisory pay rates outlined below apply only to employees who are scheduled to fill supervisory shifts/duties on an interim or ad-hoc basis at a pro-rated portion of the allowance. Full-time/regular part-time supervisors receive the appropriate supervisory rates included with their regular rate of pay.

Effective First Pay Period after April 1, 2019 (2% general wage increase)

	Bi-weekly
Emergency Medical Dispatch Officer	252.03
Charge Dispatcher	307.33
Unit Chief	307.33
Planning Coordinator / Logistics Coordinator / Off-car Unit Chief	383.98

F5.00 ON-CALL UNIT CHIEF PAY

Effective the first pay period after April 1, 2019, the On-Call Unit Chief Allowance will be replaced 100% by the Unit Chief pay based on qualification, classification, service and experience in Schedule F.

F6.00 ACTING UNIT CHIEF PAY (ON-CALL ONLY)

An On-call employee designated to act as Unit Chief for less than one (1) month will continue to earn a pro-rated portion of the monthly allowance.

Effective First Pay Period after April 1, 2019 (2% General Wage Increase)

Annual Call Volume	Monthly Allowance
0 – 99	\$242.72
100 – 199	\$360.81
200 – 299	\$478.87
300 – 399	\$601.36
400 +	\$668.15

F7.00 SHIFT PREMIUMS

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

F 8.00 ON-CALL SHIFT COVERAGE PAY

- (a) Employees scheduled to be on-call shall receive two dollars (\$2.00) 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.

SCHEDULE G – ON-CALL EMERGENCY MEDICAL RESPONDER

The minimum qualification for emergency paramedic positions is Primary Care Paramedic (PCP).

In the event there are insufficient qualified applicants for an emergency paramedic position, the following shall apply:

- (a) Employees licensed to the EMR level, will be considered 'qualified' for the purpose of scheduling within Rural and Remote designated posts.
- (b) Employees licensed to the EMR level, will be considered 'unqualified' for the purpose of scheduling within Urban and Metro designated posts.
- (c) Selection of EMR applicants will be:
 - (i) EMR-qualified internal applicants who reside within the normal post response area.
 - (ii) EMR-qualified external applicants who reside within the normal post response area.
 - (iii) Other EMR-qualified internal applicants.
 - (iv) Other external applicants.
- (d) EMR employees may lateral transfer into and /or between Remote and Rural posts as an unqualified applicant.

APPENDIX 1 – LETTER OF INTENT

RE: ARTICLE 16.02 COMPLETION OF CALLS

March 17, 2014

Bonnie Pearson,
Secretary-Business Manager
Hospital Employees' Union
5000 North Fraser Way, Burnaby, BC V5j 5M3

Dear Ms. Pearson:

Re: Article 16.02- Completion of Calls CUPE Local873 ("Union"), and the BC Emergency Health Services ("BCEHS") Appendix

I acknowledge receipt of your letter dated February 13, 2014 putting the employer on notice of your intention to revert to the strict application of the language of article 16.02 of the above noted appendix.

If our practice does not comply with the language contained in the appendix, we will change the practice to ensure it is consistent with the appendix language upon ratification of a renewed facilities subsector collective agreement.

I trust this is satisfactory.

Sincerely,

Tony Collins

APPENDIX 2 – LETTER OF INTENT

RE: ARTICLE 22.05 – PAYMENT OF MONTHLY ALLOWANCES

March 17, 2014

Bonnie Pearson,
Secretary-Business Manager
Hospital Employees' Union
5000 North Fraser Way, Burnaby, BC V5J 5M3

Dear Ms. Pearson:

Re: Article 22.05 Instructors

We are writing to you to advise of the Employer's intention to revert to the express terms of Article 22.05, upon our renewal of the Collective Agreement. It is the Employer's position that the language establishes a monthly entitlement and payment will comply with the monthly amount established by the Collective Agreement. Prorating of the allowances will only be on regular hours or deemed regular hours.

This notification accurately reflects the intent, and clarifies the application of Article 22.05 for the renewal of the Collective Agreement.

Sincerely,

Tony Collins

APPENDIX 3 – LETTER OF INTENT

RE: IN-SCOPE SUPERVISORY POSITIONS

March 17, 2014

Bonnie Pearson,
Secretary-Business Manager
Hospital Employees' Union
5000 North Fraser Way, Burnaby, BC V5J 5M3

Dear Ms. Pearson:

We are writing to advise you that BCEHS will implement a new management (non-bargaining unit) and supervisory structure after consultation with the FBA/CUPE 873.

Implementation of any new structure will not result in a loss of bargaining unit FTEs.

To implement changes in management and supervisory structures, any agreement or part thereof that expressly or by implication restricts or limits the authority of BCEHS to establish an appropriate supervisory structure of excluded and included personnel contained or included by reference within the BCEHS/CUPE Appendix to the Health Services and Support Facilities Subsector Collective Agreement is terminated effective March 31, 2014.

Any current supervisory employee who is assigned to a lower classification as a result of any reorganization of the management and supervisory structure of BCEHS will be grandparented at the employee's current salary. Affected supervisory employees will retain bidding rights under Article 13.03(c). There shall be no forced relocation of affected employees.

Unit Chiefs will be addressed through the Vince Ready process set out in the Memorandum of Understanding Re: Resolution of Specific Issues in the BCEHS/CUPE 873 Addendum and are not captured by the scope in this letter.

Sincerely,

Tony Collins

APPENDIX 4 – MEMORANDUM OF AGREEMENT

RE: BCEHS RETIRE REHIRE POLICY AND PROCESS

Retirement Notice – Rehire

Employees wishing to be rehired with BCEHS after retirement will follow the below steps (60) days prior to retirement.

1. Provide written notification of retirement to the Unit Chief, District Manager, and Human Resources Department.
2. The retirement notification will include the employee's full name, PHSA ID, and last worked shift. Full-time retiring employees need to also include any vacation or leave to be taken prior to severing employment otherwise unused vacation will be paid out at retirement.
3. The retirement notification will also need to include a request to be rehired. Employees may request to be rehired at either their last fulltime station or primary operator of record (for the purposes of call out). To be eligible for rehire at a primary operator of record, the employee must have submitted availability and worked a shift in the last three (3) months at the primary operator for call out in order to qualify for rehiring in that station/post.
4. The employee will also indicate their request return date as an on-call employee, which must occur within 120 days of their retirement date of record.

Once the above information is received, the BCEHS and PHSA Human Resources Departments will support the employee following the below processes.

5. The retiring employee must meet the minimum qualifications for the post requested for rehire and complete the new hire process.
6. After conclusion of the separation required by the Pension Corporation (currently thirty (30) days), the employee will be hired as an on-call employee with a new date of hire. Such new date of hire shall be used exclusively in relation to any references in the Collective Agreement to "original date of hire".
7. Retired/Rehired employees will be subject to a six (6) month probationary period as a new employee.
8. Retired/Rehired employees will be hired at the on-call three (3) year service pay (if applicable).
9. Employees who retire and are rehired may become eligible to re-enroll in the Pension Plan in accordance with the plan rules.
10. Employees who do not meet requirements identified through the steps listed above ~~will~~ may be recruited through PHSA's new hire process for external candidates. Former employees may apply through the external posting process established by PHSA and such employees will not be covered by this article.

APPENDIX 5 – MEMORANDUM OF AGREEMENT

RE: SPECIAL OPERATIONS, TRAINING & SCHEDULING

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

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

- a) This agreement will be utilized by 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, such work shall be scheduled within the post in accordance with the Collective Agreement.
- b) At least annually, or as required, the Special Operations department will post an expression of interest, by post, for paramedics and dispatchers interested in working Special Operations 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 group. At the completion of the orientation. Subject to e) and f) below, those employees will be identified to the Provincial Scheduling Office as "Special Operations 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 Special Operations 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 Special Operations 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 Commander qualified.
- g) Qualified employees shall not be required to submit availability to provincial scheduling. Work shall be offered on a rotational basis in a fair and equitable manner to those that are Special Operations Qualified for each specific position (crew, bike, gator, command, etc.)
- h) Employees who are Special Operations Qualified and choose to change employee statuses, change posts or utilize retiree / rehire provisions, will no longer be Special Operations Qualified and may re-apply on the next applicable EOI.

APPENDIX 6 – MEMORANDUM OF UNDERSTANDING

RE: ORIENTATION TO PRACTICE

This Memorandum of Understanding (MOU) shall be in effect immediately following ratification of the parties and shall remain in force until either party serves notice to cancel during a period of Collective Bargaining, where this MOU will be nullified upon ratification of the parties of a new Collective Agreement.

Upon initial appointment to a position subject to Article 11.08 or 11.09, employees shall receive a defined orientation to practice, as appropriate to the position. This process will be utilized for the advanced care paramedic classification and any other classification for which the Employer chooses.

During the orientation to practice, the employee will be provided with feedback as necessary to clearly understand the expectations of the role and the extent to which expectations are being met, to best set up the employee for success.

All meetings that may result, or the employee believes may result, in a change in an employee's standing with the Employer, including the extension of probation, shall be conducted in accordance with Articles 11.04 and 11.05.

APPENDIX 7 – MEMORANDUM OF AGREEMENT

RE: BCEHS CRITICAL INCIDENT STRESS MANAGEMENT STEERING COMMITTEE

Recognizing the importance of Critical Incident Stress Management in the workplace, a steering committee has been developed (the "Provincial CISM Steering Committee" or the "Provincial Committee"). The Provincial Committee was created to facilitate the development and implementation of a comprehensive CIS service consistent with recognized and evolving standards of practice. The Provincial Committee is responsible for developing a shared understanding of the current state, and to identify and prioritize the immediate solutions or options that can be implemented to address and mitigate the issues that have been identified.

The Union may appoint up to two (2) representatives to the Provincial CISM Steering Committee. Committee members appointed by the Union will be granted time off without loss of basic pay for the purpose of attending meetings of the Committee and performing Committee-approved business.

Time spent by designated Committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such Committee members shall receive pay at straight time rates for time spent on Committee business.

APPENDIX 8 – MEMORANDUM OF UNDERSTANDING

RE: SUBSTANCE USE DISORDER

The parties recognize that our organization's most important assets are employees, and that alcoholism, drug abuse, physical illness, mental or emotional stress, marital distress, financial problems, family conflict or other challenges may have a profound impact upon the lives of employees and their job performance. These challenges have the potential of being successfully addressed, provided that they are identified in their early stages and an individual effort is made to obtain assistance from an appropriate resource. To address these, the Employer engages an employee assistance provider as a first point of contact for employees requiring assistance with their health and well-being.

The Employer and the Union wish to foster and maintain an approach of assistance towards supporting employees who are experiencing substance use or abuse. Therefore, the parties agree to ensure that the objectives of the Mental Wellness Advisory Group include the review of intervention programs, initiatives, policies and operating procedure and training relating to Substance Use Disorders (SUD), and to this end, a sub-committee of the Mental Wellness Advisory Group shall be established, and utilized as needed to focus specifically on SUD. The sub-committee will be comprised of six (6) members, three (3) of which will be appointed by the Union.

Further, HEABC will provide to the Employer the amount of \$100,000 in a one-time payment in the first year of the Collective Agreement for the purpose of establishing a fund to support employees who require assistance with the challenges associated with seeking and obtaining treatment for SUD. The fund shall be administered by the Employer's Disability Management team following guidelines as established by the sub-committee of the Mental Wellness Advisory Group.

The preceding guidelines will be established no later than ninety (90) days from the ratification of this agreement.

APPENDIX 9 – MEMORANDUM OF AGREEMENT

RE: BCEHS VACATION SELECTION REVIEW COMMITTEE

Whereas the current collective agreement sets out the foundation for a structure of vacation selection among employees, by post, on a rotating basis in order of seniority;

And whereas the parties have agreed to a much more detailed process outlined in LOA#31 "Holiday Selection Process for CUPE 873 Employees";

And whereas the parties wish to review and explore the extent to which the detailed process in LOA#31 can be simplified and streamlined, without unduly interfering with seniority rights and operational requirements;

Therefore, the parties agree to establish a working group, within sixty (60) days of ratification of the 2019-2022 Collective Agreement, consisting of up to four (4) representatives from each of the Employer and the Union for the purpose of identifying opportunities to group and/or streamlining processes and technologies for vacation selection in accordance with the principles above.

The parties further agree that the content of LOA#31 shall form the Vacation Selection Guidelines Document and shall be subject to any revisions agreed to by this committee.

The parties acknowledge that any revisions to the vacation selection process must be agreed to no later than June 30th in a given year for such revisions to be implemented for that year's vacation selection process.

APPENDIX 10 – MEMORANDUM OF AGREEMENT

RE: COMPLAINTS AND EDUCATION COMMITTEE

The Parties recognize the right of employees to work in an environment free from discrimination, harassment or bullying, and affirm that all persons are to be treated with respect and dignity.

The Parties further recognize the need for an improved process of reporting and investigating complaints relating to harassment, discrimination and bullying that is clear to follow and is respectful of the privacy and confidentiality of all involved.

The Parties also agree that an investigation into complaints of alleged harassment, discrimination or bullying should be conducted in a manner appropriate and proportionate to the circumstances and nature of the complaint, and may require the engagement of an external third-party investigator.

And the Parties recognize that one key to the success of ensuring a workplace environment free from harassment, discrimination and bullying is training and education, both in anti-discrimination and anti-harassment, and in the process for complaints disclosure and investigation:

The Parties agree to establish a Committee to explore and develop or refine clear processes for the disclosure and investigation of complaints of bullying, harassment and discrimination.

The Committee shall consist of up to four representatives from each of the Employer and the Union and shall meet within 60 days of ratification of the 2019-2022 Collective Agreement.

Such processes shall recognize and be aligned with the following principles:

- The privacy, dignity and confidentiality of all parties to a complaint is paramount, and is critical to a successful process that does not discourage the disclosure of inappropriate conduct;
- Discrimination, bullying and harassment comes in many forms, and may be difficult to recognize, and such complaints must not be dismissed out of hand based on personal perspectives or experiences;
- To ensure due process and clear parameters for any investigation, it is critical that a complaint be properly documented. In the event a complaint is not submitted in writing, such complaint shall be reduced to writing by the individual receiving the complaint on behalf of the Employer and the individual making the complaint must affirm the substance of the complaint;
- Timelines for the process should be clearly laid out to ensure complaints are responded to in a timely fashion;
- Communication and transparency of process are key to ensuring complainants and respondents know what to expect and are made aware of the ongoing status of a complaint, including the presence of any factors which may introduce delays to the resolution of the complaint;
- The unique circumstances of each complaint will determine the appropriate steps to take in its resolution; the goal is to resolve situations of alleged discrimination, bullying, or harassment as soon as possible, in a fair, constructive, and respectful manner;
- The importance of prevention strategies to promote the psychological health and wellbeing of all employees; and

- The expectation that employees work collaboratively with others and form and maintain effective functional relationships.

The Committee shall finalize such processes as soon as possible, but no later than October 31, 2019.

In addition, the Committee will review and identify training, education and awareness needs that foster a safe work environment free from discrimination, harassment and bullying. The training will relate to anti-discrimination, anti-bullying, and anti-harassment, and to the complaints process developed herein, as well as to ensuring employees' psychological well-being to prevent harm to an employee's psychological health and wellbeing. HEABC will contribute a one-time amount of \$50,000 to the development of such training identified by the Committee.

The Committee will make recommendations to the Employer, including the extent of any additional training and education requirements and the delivery thereof, which may include:

- i. the definitions of discrimination, bullying and harassment in accordance with the *Workers' Compensation Act*, the *Human Rights Code* and the workplace obligations as established by the CSA Standard on Psychological Health and Safety in the Workplace and the CSA Standard for Psychological Wellness for Paramedics;
- ii. understanding situations that are not harassment or sexual harassment, including the exercise of an employer's managerial and/or supervisory rights and responsibilities;
- iii. developing an awareness of behaviour that is inappropriate;
- iv. outlining strategies to prevent harassment and sexual harassment;
- v. a review of the resolution process for complaints of discrimination, harassment and sexual harassment as outlined in the Employer's policies;
- vi. understanding malicious or vexatious complaints and the consequences of such; and
- vii. outlining Employer policies for dealing with workplace harassment.

Upon receiving the Committee's recommendations with respect to training, the Employer will implement such recommendations without delay. Subject to any operational or fiscal realities that may interfere with the timely or practical implementation of any such training recommendations. Where such operational or fiscal challenges are identified, they will be communicated back to the Committee to review options for mitigation or alternative delivery.

Following the conclusion of the Committee's efforts outlined herein, the Committee will meet in advance of the expiry of the Collective Agreement to review the effectiveness of its efforts and identify any outstanding issues to be addressed.

In the event the Committee is unable to reach consensus, the parties shall agree to retain a mediator to assist the parties to finalize the process aligned with the principles set out herein.

APPENDIX 11 – MEMORANDUM OF AGREEMENT

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

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

- 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 the adoption of leading 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 education and training for effective functioning of local Joint OHS committees
- Share information, data, experience and best practices across the sector
- Improve compliance with *Workers Compensation Act*, OHS regulation and recommendations
- Implement CSA Z1000-14 Occupational Health and Safety Management and CSA Z1003- 13 Psychological Health and Safety.

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:

- Broad stakeholder engagement in governance;
- Collaborative approach;
- Transparency; and
- Evidence-based decision making.

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.
6. HEABC will contribute a sum of \$100,000 per annum to APADBA to be used to advance Occupational Health and Safety improvements. APDABA may use all or part of the funding allocated to it to contribute towards the 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 12 – MEMORANDUM OF AGREEMENT

RE: ON-CALL SHIFT EXTENSION

Within thirty (30) days of ratification, the Employer agrees to conduct an assessment of current dispatch practices and procedures with a view to minimizing incidents where callout units are dispatched to perform transfer work at or near the end of an on-call or standby shift, particularly when such transfers can be delayed and assigned to the next crew coming on shift without adversely impacting paramedic or patient health or safety.

The Employer will provide the Union with a summary of their findings of the assessment. The summary will include a description of the changes being implemented to reduce these occurrences, including parameters to guide dispatchers in when and when not to utilize units nearing shift end. The summary will be provided within 120 days of ratification and changes implemented within 60 days thereafter.

The Employer will notify the Union 30 days in advance of any subsequent changes to dispatch policies and/or direction which may result in an increase to these occurrences.

APPENDIX 13 – MEMORANDUM OF AGREEMENT

RE: POST SHUFFLE GUIDELINE DOCUMENT

The parties agree to establish a working group, within sixty (60) days of ratification of the 2019- 2022 Collective Agreement, consisting of up to three (3) representatives from each of the Employer and the Union for the purpose of establishing a Post Shuffle Guideline Document. Working group members appointed by the Union will be granted time off without loss of basic pay for the purpose of attending meetings of the working group and performing working group approved business.

The Guideline Document will have regard to, among other things:

- Subsequent vacancies following the initial completion of a recruitment process but occur within 120 days of the posting;
- Clarify the shuffle process for both Vancouver Post and the rest of the Province.

The parties agree that the working group will finalize the Guideline Document no later than September 2019.

APPENDIX 14 – MEMORANDUM OF UNDERSTANDING

RE: OFFICE OF EXPEDITED ARBITRATION

WHEREAS: The parties have a common interest in exploring a redesigned grievance and arbitration system to resolve grievances in a timely manner, explore litigation efficiencies and the best practices for good labour relations and dispute resolution.

THEREFORE THE PARTIES AGREE:

1. A committee will be established to explore the possibility of creating an Office of Expedited Arbitration (“OEA”) to assist the parties in more efficient and timely grievance resolution.
2. The Committee will be comprised of no more than three (3) representatives selected by HEABC/PHSA/BCEHS and no more than three (3) representatives selected by the APADBA.
3. The Committee will endeavor to make detailed recommendations for an expedited grievance arbitration system. In its review the committee will examine the BC Health Care Office of Arbitration (“BCHOA”) including how adopting BCHOA-like procedures would affect other arbitration processes set out in Articles 9 and 10. The committee will also review the current processes outlined in Article 10 of the Collective Agreement, and past Agreements for expedited grievance resolve to inform the process.
4. The Committee will meet within 90 days of ratification of the Collective Agreement and will continue to meet on a regular basis to provide a report back to their respective principals within six (6) months of the ratification. The report will identify any joint recommendations of the committee and any areas where the Committee did not reach consensus.
5. The Committee's recommendations will only be implemented by mutual agreement of the parties.
6. The parties agree this may result in a mid-contract modification.

APPENDIX 15 – MEMORANDUM OF UNDERSTANDING

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).
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.
 - (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.

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.
 8. 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.
 9. 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.
 10. 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.
 11. 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.
 12. 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.

APPENDIX 16 – MEMORANDUM OF AGREEMENT

RE: KILO GUARANTEE PHASE-OUT

In 2017, BCEHS was facing an acute shortage of paramedics in rural and remote communities; communities that were heavily reliant on On-call staff to provide emergency coverage. To address this shortage, BCEHS introduced a temporary financial incentive for On-call staff to provide availability in these communities: employees scheduled to work on-call were guaranteed four (4) hours' pay at the appropriate wage rate, regardless of whether they received a call-out. This practice was known as "Kilo Guarantee" and was introduced province-wide.

At the time that the Kilo Guarantee was implemented, the Employer advised that Kilo Guarantee would end with the introduction of a new staffing model, or the renewal of the parties' Collective Agreement at bargaining.

Kilo Guarantee was designed to be a short-term solution; however, it is not a sustainable model, and recruitment and retention challenges still exist in some rural and remote communities that depend on On-call staff. In response, BCEHS is further expanding the Community Paramedicine program and introducing a "Scheduled On-Call" model. Creating regular positions in these rural and remote communities is a long-term, sustainable solution that ensures emergency coverage while providing local paramedics with secure employment.

Accordingly, the parties agree as follows:

1. Following ratification, the Employer will identify the communities where it intends to introduce a "Scheduled On-Call" model;
2. Those communities identified in (1) will retain the "Kilo Guarantee" until such time as a Scheduled On-Call model is implemented at their station/post, or a determination is made that such a model is not appropriate for that station/post;
3. Letter of Agreement #39 - "Kilo car guarantee 4hr pay conditions" dated June 13, 2017 will cease as of March 31st, 2020 for all other communities that are not identified in (1):
4. Notwithstanding (1) and (2), Kilo Guarantee will be completely eliminated no later than November 1, 2021, regardless of whether a Scheduled On-Call Model has been implemented.

APPENDIX 17 – MEMORANDUM OF AGREEMENT

RE: TREATMENT OF FOX HOURS UNDER THE COLLECTIVE AGREEMENT

Whereas recent changes to the *Employment Standards Act* necessitate changes to the existing Fox shift model.

AND Whereas the Parties have agreed that the Employer will eliminate all Fox shifts during the term of this Collective Agreement no later than March 31, 2022.

AND Whereas the Parties have agreed that effective the first pay period after ratification of the Collective Agreement, the Fox work rate of pay when not assigned to a response will be increased to the minimum wage rate under the *Employment Standards Act*.

The parties agree as follows:

1. Effective the first pay period following April 1, 2020, all Fox shift hours will be considered as being at "work", in accordance with the definition in the *Employment Standards Act*.
2. Fox shift work hours will therefore attract two rates of pay, both of which will be considered the employee's regular earnings for the Fox shift:
 - (a) Minimum wage - When the paramedic is at work and ready to respond to ambulance responses or other duties assigned by the Employer.
 - (b) Applicable Paramedic wage - When the paramedic is assigned an ambulance response or other duties by the Employer.
3. Alternation between the two above wage rates shall continue to be treated in a manner that is status quo to the 2014-2019 Collective Agreement.
4. Effective the first pay period following April 1, 2020, the Employer will submit both Employer and Employee appropriate contributions to the Public Service Pension Plan (PSPP), for all Fox work hours, including those paid at minimum wage, for all employees enrolled in the PSPP.
 - (a) In the event the PSPP does not permit contributions for minimum wage Fox work hours, this Agreement will remain in force and effect. The Employer will not be responsible to fund any additional pension benefit in lieu of the PSPP benefit.
 - (b) In such case, the Union may dispute the PSP.P decision through whatever means available. If the Union is successful and Fox minimum wage work hours are deemed eligible for the PSPP, the Employer will commence appropriate contributions on the next pay period.
5. The Union agrees not to advance any grievance claiming any new right within the Collective Agreement on the basis of all Fox shift work hours being "work", other than what may arise out of payment of minimum wage and PSPP pensionable contributions. This includes, but is not limited to, grievances with respect to the application of Article 17.01 - Necessary Rest Period, Article 21.27 - Time Off In Lieu of Overtime and Articles - 16 and E7 Overtime, to minimum wage Fox hours as defined in 2(a) above.
6. All Collective Agreement rights and employer practices, other than those related to minimum wage and pensionable earnings, with respect to Fox shift hours will remain status quo to the 2014-2019 Collective Agreement.

APPENDIX 18 – MEMORANDUM OF UNDERSTANDING

RE: INTRODUCTION OF SCHEDULED ON-CALL MODEL

The parties recognize and agree that a deployment model is needed that addresses:

- 24-hour emergency paramedic coverage to improve service delivery and patient care;
- Recruitment and retention of paramedics; and
- Health and safety of paramedics.

Accordingly, the parties have agreed to a new "Scheduled On-Call" ("SOC") shift type that will address rural and remote needs.

Scheduled On-Call Shifts

1. SOC shifts will include regularly scheduled hours and hours where the employee is required to carry a pager and respond to calls (pager hours).
2. During the term of this MOU, the Employer may introduce SOC to units with total annual responses, including all pre-hospital events and inter-facility transfers, of 1,000 or less (day and night volume combined), using 2018 data. The Employer will identify the units that are candidates for implementation of SOC and methodology for determination in Appendix A [attached as Appendix 19]. SOC will not be utilized in Urban or Metro designated posts.
3. SOC positions will be posted as Regular Part-time positions, identifying the applicable FTE and shift pattern. Full-time and On-call employees may work SOC shifts only in a relief fashion when an incumbent is absent or a position vacancy occurs. Posted positions will be in accordance with Article 1.01 (f).

Employees occupying Community Paramedic positions which are being converted to SOC-CP positions will be provided first right of refusal for the new position within their post, with the exception of SOC-CP-Unit Chief positions. Those employees who chose not to accept the new SOC-CP position will be subject to Article 14 provisions.

4. SOC shift pager hours must abut an employee's regularly scheduled hours of work, either before or after. Assigned pager hours are part of an employee's regular schedule.
5. Regularly scheduled hours of the SOC shift will be paid at the employees' appropriate full rate of pay, as defined in Schedule F. Employees' regularly scheduled hours are considered work and the employees are at the direction of the Employer. SOC shifts will be twenty-four hours (24), with a minimum of eight (8) regularly scheduled consecutive working hours. The Employer will determine, which hours of the shift will be designated as regularly scheduled hours and those designated as pager hours.
6. SOC units will not be assigned cross-coverage or non-emergency transfers during an employee's pager hours.
7. Where an employee receives a callout during their pager hours and consequently works more than sixteen (16) hours in a 24 hour period, that employee will receive a 24-hour rest period without a loss of pay.
8. Where an Employee receives a callout during their pager hours that followed a period of regular hours, they must receive a minimum of eight (8) clear hours before the start of their next regular

hours, without loss of pay, with an additional allowance for reasonable travel time. Such travel time shall not exceed one (1) hour each way.

9. This MOU in no way restricts an employee's ability to self-identify to their supervisor signs of individual fatigue and related risks to fitness to practice.
10. Where the Employer intends to implement the SOC model at stations with existing full-time employees, those employees may be subject to shift pattern changes subject to Article A1.01 (d).
11. The minimum qualification for Regular Part-time SOC postings will be Primary Care Paramedic (PCP). Where the Employer is unable to recruit PCP-qualified applicants for SOC postings, they may consider Emergency Medical Responder (EMR) qualified applicants.
12. SOC positions will be selected in accordance with Article 13.01, 13.02 or 13.03, however, during the initial recruitment process for SOC positions in the SOC model, EMR-qualified applicants will be deemed qualified on postings for non-Community Paramedic positions.

Coverage Pay and Overtime

13. SOC Regularly scheduled hours of work will be paid at the employee's appropriate full rate of pay, as defined in Schedule F, and are considered hours worked.
14. SOC pager pay will be paid in accordance with Article E8.02 [Subsequential Amendment to F8.00] and are not considered 'earnings' for the purposes of Article 24.06 or E16.01 (a), nor are pager hours considered 'work' pursuant to Article 16.
15. SOC employees working pager hours shall be paid as follows:
 - (a) In accordance with Article E6.01 when dispatched to an event or response.
 - (b) Notwithstanding (a) above, if the combination of the employee's regularly scheduled working shift and the length of any callout(s) exceeds twelve (12) hours, overtime rates in accordance with 16.01 shall be paid for all hours worked in excess of twelve (12) hours in the twenty-four (24) hour period that commenced with the start of the employee's regularly scheduled shift.
16. In addition, Article 16.02 will apply to all hours worked beyond the end of a SOC shift that extends into an employee's off-duty time.

Implementation & Evaluation Committee

17. Within thirty (30) days of ratification, the parties will form an Implementation & Evaluation Committee to discuss and resolve labour relations matters arising from the planned and ongoing implementation of the SOC model.
18. The Implementation & Evaluation Committee will review the terms of reference for the implementation of SOC. This review will include a review of dispatch practices and changes thereto in advance of implementing the SOC model in order to ensure the rural and remote needs are being addressed. When building SOC schedules at these stations, consultation with a sleep specialist may occur to ensure sufficient fatigue mitigation strategies are in place.
19. The Implementation & Evaluation Committee will provide input on the Employer's engagement and communication strategy. The engagement and communications plan will target both internal and external stakeholders throughout all phases of the SOC implementation.
20. The Implementation & Evaluation Committee will review and provide feedback on the principles for introducing SOC at the community level, and will act in a strategic advisory role

in the development of community-specific implementation plans and associated risk mitigation strategies.

21. To support the Implementation & Evaluation Committee, the parties may form sub committees to develop evidence-based recommendations for specific communities. The sub-committees will review the impacts of transitioning those communities to the Scheduled On-Call model, and provide input to implementation plans.
22. Through the sub-committees, the parties will review SOC schedules for those specific communities in order to address concerns regarding risk of fatigue and ensuring coverage.
23. Up to two (2) Union representatives on the Implementation & Evaluation Committee will be provided leave with pay and travel expenses coverage, in accordance with the Collective Agreement, for Employer-initiated meetings.

Evaluation

24. Implementation planning will include the development of evaluation criteria for the SOC model. The initial implementation of SOC across a small number of prototype communities will enable evaluation and adjustment of the approach based on lessons learned. Evaluation will continue through subsequent implementation phases.
25. Units that are deemed either eligible or not eligible for SOC, under 2 above, will be reviewed based on twelve (12) month response volume, immediately preceding the review date, to determine continued or new eligibility. A review of each unit will occur at least once every twelve (12) months.
26. In the event a unit is deemed no longer eligible for SOC by the Implementation & Evaluation Committee, the parties will meet to review the options available. Should the parties be unable to reach agreement, the parties may use a mediator. If any employee is laid off, Article 14 applies.
27. SOC will be implemented on a trial basis, as defined in this Memorandum of Understanding (MOU). If the Implementation & Evaluation Committee determines that the SOC model is not meeting its objectives, as set by the evaluation criteria in paragraph 24, the parties will negotiate a phase-out of this model.

APPENDIX 19 – APPENDIX A TO MOU RE: INTRODUCTION OF SCHEDULED ON-CALL MODEL

Candidates for SOC were selected in the following manner:

- AMPDS and transfer responses for each station for 2018
- Stations with one (1) unit and <1000 responses total, or two (2) units and <2000 responses total
- This resulted in 81 qualifying stations

The Employer has also determined that parallel introduction of dispatch practices to ensure SOC units focus on local emergency coverage, adds an additional eleven (11) stations to the candidate list.

The 92 stations above include the following:

Community Paramedic SOC	Pre-hospital SOC	Dispatch Review-Dependent
102 – Alert Bay	114 – Pender Island	103 – Ganges
104 – Mayne Island	119 – Lake Cowichan	151 – Cumberland
115 – Port Renfrew	129 – Port McNeill	173 – Bowser
117 – Galiano Island	136 – Tofino	302 – Armstrong
131 – Sayward	153 – Gabriola Island	317 – Keremeos
132 – Sointula	219 – Pemberton	320 – Lumby
133 – Tahsis	233 – Lions Bay	342 – Peachland
134 – Ucluelet	265 – Madeira Park	408 – Grand Forks
135 – Zeballos	303 – Ashcroft	414 – Kimberley
155 – Gold River	306 – Barriere	679 – Hazelton
169 – Cortes Island	318 – Lillooet	771 – Vanderhoof
170 – Quadra Island	321 – Lytton	
171 – Denman Island	330 – Princeton	
172 – Port Alice	333 – Sicamous	
204 – Boston Bar	335 – Clearwater	
225 – Bowen Island	336 – Revelstoke	
226 – Bella Bella	406 – Fernie	
227 – Bella Coola	413 – Golden	
228 – Texada Island	428 – Sparwood	
304 – Seton Portage	533 – Valemount	
308 – Clinton	753 – Burns Lake	
309 – Anahim Lake	761 – Fort St James	
313 – Gold Bridge	763 – Fraser Lake	
319 – Logan Lake	767 – Houston	
338 – Blue River	852 – Chetwynd	
353 – Alexis Creek	858 – Fort Nelson	
405 – Elkford	868 – Tumbler Ridge	
407 – Edgewood		
409 – Field		
410 – Greenwood		
412 – Kaslo		
415 – Midway		
417 – Fruitvale		
419 – Nakusp		
422 – NewDenver		
423 – Riondel		
424 – Rossland		

426 – Salmo 427 – Winlaw 503 – Bear Lake 525 – McBride 532 – Mackenzie 550 – Wells 643 – Stewart 651 – Port Clements 674 – Kitwanga 681 – Sandspit 687 – Queen Charlotte City 690 – Masset 751 – Atlin 757 – Dease Lake 765 – Granisle 773 – Southside 862 – Hudson's Hope		
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The parties intend to use the FAID Quantum fatigue assessment tool, subject to a mutual review of the tool prior to ratification. The station FAID fatigue score will be compared to the Alpha FAID score and must score a minimum of 10% lower than an alpha shift pattern.

APPENDIX 20 – MEMORANDUM OF AGREEMENT

RE: DISPUTE RESOLUTION

On July 19, 2019, the Parties signed an "Agreement in Principle" with respect to the renewal of the 2014-2019 Ambulance Paramedics and Ambulance Dispatchers ("APADBA") Collective Agreement (the "Collective Agreement"). The Agreement in Principle includes a dispute resolution process, reproduced herein for ease of reference:

8. Dispute Resolution
 - a) Certain provisions of the previous collective agreement will have to be amended to ensure consistency with the terms included and referenced herein (the "Consequential Amendments"). The Consequential Amendments include, but are not limited to:
 - Art. 1.01- Definitions
 - Article 19 - Annual Vacation Entitlement
 - Article 22.01 - Calculation of Pay
 - b) If, during the preparation of a complete tentative agreement, or during the term of the Collective Agreement, further provisions of the Collective Agreement are alleged to be non-compliant with the ESA, or if Consequential Amendments are identified beyond those specified in paragraph 8(a), the Parties shall meet to try to negotiate a resolve to the issue or dispute. The Parties may consider resolutions that include, but are not limited to:
 - suspending the disputed articles of the Collective Agreement until the next round of bargaining and replacing (not incorporating) the language with the corresponding *Employment Standards Act* provisions;
 - negotiating new Collective Agreement language mid-term to mitigate the financial consequences of any non-compliance; and
 - any other measure that may lead to a mutually-agreeable resolution that is compliant with legislation.
 - c) It is agreed that any issues or disputes arising under paragraph 8(b) above shall not result in any increased costs to the Employer during the term of the Collective Agreement. For clarity, no Consequential Amendment shall result in a loss of employees' rights that was not intended by the Parties.
 - d) Any disputes that are not resolved by agreement of the Parties within 14 days of written notification of the issue by either Party may be referred to Vince Ready and Corrin Bell for resolution in accordance with the terms of this Agreement including, if necessary, by issuing a binding decision. It is further agreed that Vince Ready and Corrin Bell have exclusive jurisdiction to resolve any such dispute.
 - e) The Parties will establish a dispute resolution mechanism for introduction of

Scheduled On-Call, Fox shift conversion and changes to Alpha shift patterns as set out herein.

The Parties have negotiated terms that will require changes to existing deployment and staffing. The Parties recognize that at times during these transitions, disputes may arise and the Parties may benefit from the assistance of a third party to work through some challenges. Accordingly, and further to paragraph 8 (d) of the Agreement in Principle, the Parties agree as follows:

1. No matter will be referred to the dispute resolution process before the Employer and the Union have made a good faith effort to resolve the issue at the local level.
2. If a party alleges that terms or conditions of the Agreement in Principle/ Collective Agreement have been breached, it shall notify the other party in writing and seek a meeting to discuss a resolution. If the matter is not resolved by agreement of the Parties within fourteen (14) days of the aforementioned meeting, either party may refer the matter to Mr. Vince Ready or Ms. Corinn Bell to assist with resolving the dispute, including, if necessary, by issuing a binding decision. Mr. Ready and Ms. Bell shall have exclusive jurisdiction to resolve any such disputes.
3. For disputes arising from the implementation of the Scheduled On-Call Model (SOC), the matter will first be brought before the Implementation & Evaluation Committee for discussion before it may be referred to the dispute resolution process.
4. This dispute resolution process is intended to resolve interpretive issues and/or safety issues that arise between the Parties during the implementation of the SOC Model, Fox shift conversion, and changes to the Alpha shift patterns. Safety issues raised under this dispute resolution process will only be with respect to concerns specific to the SOC model. Other issues (equipment, matters within Worksafe jurisdiction) continue to be dealt with under the existing processes under the Collective Agreement. This dispute resolution process is not intended to be an avenue for individual employees to challenge a change in schedule or to otherwise express dissatisfaction with the change; however, nothing in this agreement precludes an individual grievance alleging discriminatory exercise of management rights, or failure or refusal to accommodate an employee based on grounds protected by the *Human Rights Code*, pursuant to Articles 9 and 10 of the Collective Agreement.
5. This dispute resolution process may be used by the parties to assist with the development of the SOC model evaluation criteria. This evaluation criteria must be data-driven, evidence based and measurable (not subjective).
6. Decisions will be rendered by the third party within fourteen (14) days of hearing the dispute.
7. Nothing in this agreement is intended to change the terms of the Collective Agreement or otherwise fetter either party's rights.
8. This agreement expires March 31, 2022, unless expressly renegotiated by the Parties.

APPENDIX 21 – LETTER OF AGREEMENT

RE: FATIGUE RECOGNITION AND MITIGATION TRAINING

Within ninety (90) days of ratification, the Employer agrees to provide \$100,000 to the Union for the purposes of providing fatigue education. The Union is responsible for all costs associated with the provision of this education. The education provided will be reasonably aligned with the joint Union-Employer Fatigue Management Program Committee.

The Union agrees to provide a report detailing how the funds were expended, prior to the end of the Collective Agreement.

APPENDIX 22 – MEMORANDUM OF AGREEMENT

RE: CONSEQUENTIAL AMENDMENTS – *EMPLOYMENT STANDARDS ACT COMPLIANCE*

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:

1. 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.
 - 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 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:

- (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

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.

(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 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.
- (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 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

- (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

A1. WAGE AND SHIFTS

A1.01 Shifts

- (a) Employer Aim

The aim of the Employer is to maintain the current number of Alpha ambulance crews in the Province, and that additional Alpha crews that are established will not subsequently be disbanded or converted to other shift patterns, to Advanced Life Support crews, or other specialized crew duties which would limit their capacity to respond to regular 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.

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.
- (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.