

Community Paramedic Adjustment Plan

During the last round of Bargaining for renewal of the Collective Agreement between BCEHS and CUPE 873, the parties agreed to an MOU regarding the staffing model for Remote and Rural communities. This MOU is titled “Introduction of Scheduled On-call (SOC)”. The Parties agreed to the creation of a Joint Implementation Committee and SOC Evaluation/Implementation Committee to guide the implementation of SOC.

These changes will result in the creation of regular positions in stations which were previously fully staffed by on-call. In some of these locations, regular part-time Community Paramedic positions also exist and were selected through specific CP selection language.

At any station fully staffed by on-call paramedics, the Unit Chief also works on-call and was appointed to the role through limited selection criteria. In some cases, the Community Paramedic at the station was appointed in this way to the on-call Unit Chief role.

With the introduction of SOC, the collective agreement requires the creation of regular Unit Chief positions, which are normally the first position created at each station.

Article 13.01(f) states:

(f) Posts of Less Than Eight Full-Time Equivalent

These full-time 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.

In addition, Article 13.01 (e) states:

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 Clause 13.03.

Based on this language, it has been agreed with the union that current on-call Unit Chiefs, including those who concurrently hold a community paramedicine position, must apply through the provincial selection process described under Article 13.03 if they wish to be considered for the new regular Unit Chief position.

With the introduction of the Scheduled On-Call model, some of the shift patterns, full-time equivalency and the responsibilities of many CP positions will change.

Appendix 18 (3) – Memorandum of Understanding RE: Introduction of Scheduled On-Call states:

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.

In consideration of the above, the parties have reached the following agreement regarding the transition of Community Paramedics:

1. The CP adjustment plan will require a provincial implementation to ensure employee seniority rights are recognized, any impacts under Article 14 are assessed and as far as possible, impacts to employees are reduced.

In the event there are anomalies or errors that occur through the Article 14 process, they must be addressed by the joint committee with mutually agreed recommendations made to the SOC Implementation & Evaluation Committee. In the event the parties cannot resolve the matter, the issue shall be decided by the dispute resolution process with Ready/Bell.

2. The Employer shall notify employees, who are to be laid off, thirty (30) calendar days prior to the effective date of the change to SOC-CP in the station.
3. An employee shall within twenty (20) calendar days of receipt of notice of lay-off opt for one of the following options:
 - a. First right of refusal to a SOC-CP role within their community; or
 - b. Severance pay as per Article 14.02(c)(i); or
 - c. Return to on-call status within their primary operator; or
 - d. Bump another employee as per 14.02 (c)(iii); or
 - e. Select a current CP (non- CP-SOC) vacancy based on seniority; or
 - f. May apply for other positions per the terms of the CA
4. Employees who elect for option 3(b) above will be calculated and paid in accordance with Article 14. This option requires an employee to sever employment and reapply as an external applicant.
5. An employee who declines the SOC-CP position in their community may not exercise their seniority rights under Article 14 to bump an employee working in a SOC-CP position, or in a community scheduled for SOC-CP implementation
6. An employee who selects option 3(d) above may not change statuses by accessing a full-time position or higher FTE through the bumping process per Article 1.01 (f).
7. Employees who elect option 3(d) above or 3 (e) may bump the junior incumbent in the province or select a Community Paramedic vacancy available that satisfies (5) and (6) (provincially).
8. An employee who declines the SOC-CP position does not have first right of refusal to a pre-hospital SOC position in their community except in 10 (a) below. Employees must apply for a pre-hospital SOC role following Article 13.01.

9. Should an employee fail to submit their CP Adjustment Plan Option Selection Form by the required deadline, the option for that employee will be documented selecting layoff per 3 (c) above. Following Article 14.02 (d) the employee will be returned to on-call status and placed on the recall list per 14.02 (c) (ii).
10. In communities where, following the selection of the regular Unit Chief position, there are two CPs impacted by this plan and only one SOC-CP position available:
 - a. The senior CP selects their option as per (3) above. If they accept the SOC-CP position, the junior CP will be offered first right of refusal to any other SOC position created in the community. This position will be paid and scheduled as a SOC-CP role and transitioned to a SOC role through attrition.
 - b. If the senior CP does not accept the SOC-CP position, the junior CP will be offered first right of refusal to the SOC-CP position only.
11. The employer will notify all current Unit Chiefs, including those holding CP positions, that in accordance with the SOC MOU and Article 13.01 (e) Unit Chief positions will become regular part-time positions and will be filled in accordance with Article 13.03 selection procedure. Should the Community Paramedic holding an on-call Unit Chief role not apply or is unsuccessful in the selection process, they will cease to hold the title and pay of Unit Chief on the effective start date of the new regular part-time Unit Chief position at the station.
12. The Employer shall post provincially all new regular part-time Unit Chief positions. *See the On-call Unit Chief Transition Agreement*
13. Relocation costs will be administered to eligible displaced employees required to relocate following Article 14.02
14. Except as specifically modified in the above, all other provisions of the collective agreement shall apply.

Agreed to this 25th day of January, 2021.

Signed on behalf of the BCEHS:



Kevin Payne, Labour Relations Lead

Signed on behalf of the CUPE 873:



Troy Clifford, Provincial President, CUPE 873