

## SETTLEMENT AGREEMENT

BETWEEN:

### **BRITISH COLUMBIA EMERGENCY HEALTH SERVICES**

(the "Employer")

AND:

### **AMBULANCE PARAMEDICS OF BRITISH COLUMBIA, CUPE LOCAL 873**

(the "Union")

(Collectively the "Parties")

(Policy Grievance #20110005 - UHR article A1.03)

### **WHEREAS:**

- A. Schedule F of the collective agreement sets out wage grids containing various service pay increments and Universal Hourly Rates ("UHR") experience pay increments;
- B. Article A1.03 sets out the rules with respect to members' advancement through the service pay increments and UHR experience pay increments set out in Schedule F of the collective agreement;
- C. The Union filed a policy grievance (the "Grievance") alleging that the Employer breached the collective agreement by placing members who move to or between certain classifications at 0 Base UHR experience pay;
- D. The Grievance was referred to arbitration and is scheduled to be heard by arbitrator Mark Brown on December 1-3, 2021; and
- E. The Parties wish to resolve the grievance;

**NOW THEREFORE** the Parties agree as follows:

1. This Agreement is intended to resolve the Grievance and to provide guidance to the Parties in administering article A1.03. This Agreement is not intended to amend article A1.03. If there are any inconsistencies between article A1.03 and this Agreement, article A1.03 shall prevail.

### ***General UHR transferability***

2. UHR experience pay increments attained in all classifications and/or license levels set out in Schedule F of the collective agreement is transferrable to all other classifications and/or license levels except the following:
  - a. Advanced Care Paramedic (“ACP”);
  - b. Critical Care Paramedic (“CCP”);
  - c. Emergency Medical Call Taker (“EMCT”); and
  - d. Emergency Medical Dispatch Officer (“EMD”).

In other words, members moving to or between all classifications and/or license levels set out in Schedule F of the collective agreement with the exception of those listed in paragraphs 2(a) (b) (c) and (d) retain their previously attained UHR experience pay level and continue to progress through the UHR pay increments in the new classification and/or license level. In the current HR systems, the identifier for this pay increment is “Grade” and has the value of 0 (base), 1, 2, or 3.

3. A member who changes employee status from full-time to part-time or casual mid-UHR increment will continue to accrue UHR experience toward the “one year of work” requirement to move to the next UHR increment. For example, a member who completes 1500 hours as a full-time PCP before changing status to on-call PCP will be required to complete an additional 450 hours before moving to the next UHR increment.

### ***Exceptions to general UHR transferability***

4. Members who move into a classifications and/or license level listed in paragraphs 2(a) (b) (c) or (d) from a lower classification and/or license level and who did not previously attain UHR experience in the higher classification will reset to 0 base UHR experience pay level. In the current HR systems, the identifier for this pay increment is “Grade” and will be set at the value of 0 (base)
5. Members who move into a classifications and/or license level listed in paragraphs 2(a) (b) (c) or (d) from a lower classification and/or license level and who previously attained UHR experience in the higher classification will revert to their previously attained UHR experience pay level in the higher classification. For example, a member who attains one year UHR experience at CCP level before moving into a lower classification and/or license level (e.g. ACP Paramedic Specialist) will revert to one year UHR experience level upon returning to the CCP level classification and/or license level. In the current HR

systems, the identifier for this pay increment is “Grade” and will remain at the value of 1.

6. Members who attain UHR experience in any of the classifications and/or license level listed in paragraphs 2(a) (b) (c) or (d) are deemed to have attained UHR experience in all lower license levels. For example, a member who attains one year UHR experience as an ACP and two years UHR experience as a CCP is deemed to have attained three years UHR experience as an ACP. Similarly, a member who attains one year UHR experience as an EMCT and two years UHR experience as an EMD is deemed to have attained three years UHR experience as an EMCT.

### ***UHR transferability in dispatch***

7. UHR experience attained working on car as a paramedic is not transferrable to the EMCT and EMD classifications.
8. Members working in the EMCT and EMD classifications who hold valid paramedic licenses continue to accrue UHR experience in those paramedic license levels while working in dispatch. For example, a Primary Care Paramedic (“PCP”) with one year UHR who transfers to dispatch and attains two years UHR experience as an EMCT is deemed to have attained three years UHR experience as a PCP.
9. Members who move from an EMCT or an EMD position into any paramedic classification and/or license level other than those listed in paragraphs 2 (a) and (b) and who did not previously attain UHR experience as a paramedic will retain the UHR experience level attained in dispatch.
10. Members who move from an EMCT or an EMD position into a paramedic classification and/or license level listed in paragraphs 2 (a) and (b) will reset to 0 base UHR experience pay level unless they previously attained UHR experience in those classification and/or license levels, in which case they will revert to the UHR experience level previously attained in those classifications and/or license levels.

### ***Review***

11. The Employer will conduct a review of the UHR experience pay levels of all current and former employees who moved classifications and/or license levels between September 30, 2019 and the date of this Agreement (the “Review”). The Review will be completed by January 31, 2022. The Employer will share the result of the review with the Union.
12. If the Review reveals that an employee was and/or is paid a lower UHR experience pay level than what s/he has attained pursuant to article A1.03, the

Employer will pay the employee the correct UHR experience pay level retroactive to the date of the employee’s move that led to the incorrect UHR experience pay level being paid.

- 13. The Employer will correct the UHR experience pay level of all employees by January 31, 2022.
- 14. The Employer will issue retroactive payments (if any are required) to the following employees by January 31, 2022:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- 15. The Employer will issue all other retroactive payments arising from the Review by April 30, 2022.

***The Grievance***

- 16. This Agreement constitutes full and final resolution of the Grievance, and the Union consequently agrees to withdraw the Grievance.

***Dispute resolution***

- 17. Arbitrator Mark Brown remains seized of any issues arising with respect to the Review process in paragraphs 11 to 15 of this Agreement.
- 18. All other disputes under this Agreement will be dealt with through the collective agreement grievance and arbitration process.

IN WITNESS THEREOF the Parties have entered into this Agreement.

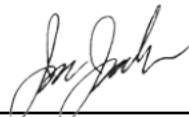
Dated this 6th day of December, 2021 in the City of Vancouver in the Province of British Columbia.

**BC Emergency Health Services**

Per: \_\_\_\_\_  
Authorized Signatory of the Employer Signature

Kevin Payne  
Name (Please Print)

**Ambulance Paramedics of BC, CUPE Local 873**

Per:  \_\_\_\_\_  
Authorized Signatory of the Union Signature

Jason Jackson  
Name (Please Print)