

March 18, 2005

LETTER OF AGREEMENT

BETWEEN:  
**BRITISH COLUMBIA AMBULANCE SERVICE**

(the "BCAS")

AND:  
**AMBULANCE PARAMEDICS OF BRITISH COLUMBIA, C.U.P.E. LOCAL 873**

("APBC")

**PREAMBLE:**

- (A) The BCAS and the APBC differ on some aspects of the staffing configuration for Advance Life Support ("ALS") ambulances in British Columbia.
- (B) In the Memorandum of Agreement between the Emergency Health Services Commission (the "EHSC") and the APBC, the parties agreed to have the EHSC make a binding decision on the issue of the staffing configuration of ALS ambulances.
- (C) Prior to making submissions to the EHSC, the BCAS and the APBC met in an attempt to arrive at a mutually agreeable solution to the issue of ALS staffing in BC.
- (D) The parties recognize that the model they design must provide optimum patient care, by providing optimal deployment models, providing the best capture of ALS calls and with the best response times.
- (E) The parties agree research and a continuous process review requiring ongoing data collection, evaluation, and corrective activities is fundamental to the success of these initiatives and assurance of improved health outcomes. In addition to the performance metrics anticipated as a result of this research, the research objectives should include practitioner satisfaction, longevity, and maintenance of competency.
- (F) The parties recognize that there will be significant labour relations impacts from this agreement and are committing in this agreement to address those issues.
- (G) Having met and discussed their respective positions on the issues arising from ALS crew configuration and deployment models for ALS resources, the parties have reached a consensus on the issues.
- (H) The parties agree to bring a joint recommendation on the staffing configuration of ALS ambulances, to the EHSC.

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS MEMORANDUM, THE PARTIES AGREE AS FOLLOWS.

### **Deployment Models**

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

### **Implementation Dates**

3. The parties agree that the BCAS may stagger the implementation of the deployment strategies described in this agreement.
  
4. The BCAS shall retain the existing deployment and staffing models in place at the various ALS posts, at the signing of this agreement, until the BCAS implements

the new deployment model(s) in the posts identified. The BCAS shall give the Union 30 days notice of the change in deployment.

### **Selection and Training Requirements for PCP-A**

5. BCAS will develop a training course providing an introduction to ALS protocols and procedures, as suggested in appendix A for PCPs working in ALS posts. There will only be a single offering of this PCP-A training within each ALS Post (including Nanaimo) and the training will be open to all PCP's currently working in an ALS post (including Nanaimo) who are licensed at the EMA2 or PCP level and who provide proof of an IV endorsement 30 days prior to the start of the PCP-A training;

Selection for PCP-A training will be from the qualified applicants within their post commencing with employees with the earliest date of service seniority and earliest date of hire.

Qualified employees working within the post who do not apply for the PCP-A training will be deemed to have applied for, been offered and to have rejected the training opportunity.

Attendance at the PCP-A training program will be paid on a wage maintenance basis for training days only. Meals and travel for full and part time employees will be reimbursed in accordance with A3.02 for this training. .

### **Selection and Training Requirements for PCP-A to ACP Semester 1**

6. Only employees who successfully complete the PCP-A Training course shall be considered for the initial regular positions on ALS/BLS paired ambulances, in order of service seniority. These employees will be required to successfully complete Semester I of the ACP training program.
7. If the employees selected are unsuccessful they shall be returned to a BLS position within their post.
8. Attendance at the ACP Semester 1 training will be paid only to the initial successful applicants for the regularly scheduled BLS partner positions for those ALS vehicles converted to the ALS/BLS paired staffing model and on a wage maintenance basis for training days only. Meals and travel will be reimbursed in accordance with A3.02 for this training

### **Subsequent Vacancies**

9. Subsequent regular ACP Semester 1 vacancies on ALS ambulances will be posted and filled pursuant to MOA 3.6.2. Prior to selection of external applicants, PCP-A full time or part time employees will be considered and they will then be

required to successfully complete the ACP Semester 1 in the first available course subsequent to acceptance of the posting. The BCAS is not responsible for any wages, travel costs, meals accommodation or any other costs associated with this training.

### **Relief Coverage**

10. If the BCAS is unable to staff the ALS ambulance as contemplated in this agreement due to holidays, illness, or temporary absence for any other reason, BCAS may staff the position for the duration of the absence with a PCP-A employee.

### **Research Component**

11. BCAS and the APBC agree that research into the efficacy of new deployment and staffing models identified in this agreement is an important element of ensuring a patient-focused system. This may include concepts such as establishment of BLS PRU as a field triage and call mitigation strategy.
12. The parties will approach the Provincial Medical Leadership Council for advice and assistance in identifying and undertaking research projects that are consistent with established research protocols, including research into: patient outcomes; the performance of the system; practitioner satisfaction; practitioner longevity and issues related to maintenance of competencies and, to the deployment methods.
13. For the purpose of this section, research may include local universities who participate in and/or lead this research initiative. Costs associated with research projects that are not otherwise funded will be the responsibility of BCAS and not of APBC.
14. The duration of any research project will be determined by the research protocols but in general will be conducted over a period of at least eighteen (18) months to ensure that sufficient data is available to appropriately assess the efficacy of the deployment models described in this document.
15. The parties agree to re-open discussions on ALS deployment after receiving the results and conclusions of the research conducted into the deployment models.

### **Joint Application to the EMA Licensing Board**

16. The BCAS and the APBC agree to make a joint application to the Ministry of Health and the EMA Licensing Board requesting the creation of a new license endorsement for PCP licensed employees to be known as a “Cardiac Arrest Management Endorsement”. The parties agree the recommended endorsement will include all skills, procedures, knowledge and protocols contained in Semester 1 of the ACP training course.



**Term of the Agreement**

This agreement will remain in effect during the term of MOA. The parties may also agree to terminate or alter this agreement upon mutual agreement.

Dated for reference March 18, 2005.

For the British Columbia Ambulance Service

For the Ambulance Paramedics of BC

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Appendix A

**Training Requirements for the Trained BLS Partner – ALS/BLS Pairing**

**It is agreed by both the practitioners and BCAS that there is requirement for additional training for the Non-ALS partner to achieve acceptable clinical standards in the depaired model.**

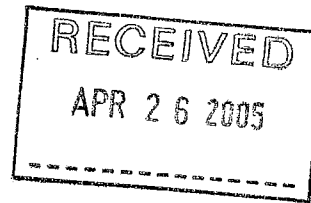
**Both agree that it is a desirable approach that, as much as possible, the training should be applicable to ACP training. That is, the training is consistent with, and can lead to certification as ACP on the completion of further training.**

**There will need to be a graduated approach to the training due to the compressed time frame for implementation. There is agreement that the continuum should be:**

	Immediate	Ongoing
<b>Timeframe</b>	Immediate	Ongoing
<b>Focus</b>	Include focused ‘skills’ training to enhance supervised ability	Independent scope of practice – cardiac arrest management?
<b>Format</b>	Pre-reading, classroom lectures and labs	ACP Program- Independent Study + Block 1: Pre-reading, classroom lectures and labs, supervised clinical and field precepting
<b>Content</b>	Roles and Responsibilities, ALS Equipment Orientation, Airway and Ventilation adjuncts, Monitor/Defibrillator/Pacer Lab, Basics of ECG Interpretation, Pharmacology & Medication preparation & administration, Physical Examination, Protocols, Cardiac Arrest Management	See above
<b>Training Time</b>	Pre-read – 2 weeks Classroom – 5 days	See above
<b>Selection</b>	PCP-IV (P1 or EMA2 with IV endorsement)	See above
<b>Evaluation</b>	Active Participation	Per Current Paramedic Academy
<b>Licensing</b>		Potential independent practice endorsement

**Primary Care Paramedic – Advanced (PCP-A)**  
**Medium timeframe – Training Outline**

	<b>Day 1</b>	<b>Day 2</b>	<b>Day 3</b>	<b>Day 4</b>	<b>Day 5</b>
<b>Morning</b>	<b>Roles &amp; Responsibilities</b> <i>Scope of practice, Ethics, EMA Regulations, Licensing, QA, Leadership, Teamwork, Communications</i>	<b>Monitor Lab</b> <i>Lifepak 5 – 10 – 12 Operation &amp; Troubleshooting; Monitoring, Defibrillation, Pacing</i>	<b>ALS Protocols &amp; Procedures</b> <i>Orientation to basic principles, ALS scope of practice and objectives</i>	<b>Airway &amp; Ventilation Lab</b> <i>BLS Review, Sellick, In-line traction, Nasopharyngeal airways, Laryngoscopy, Intubation equipment care/maintenance/use, Intubation, Securing ETT, Verifying ETT Placement,</i>	<b>Invasive Procedures Lab</b> <i>EJV Cannulation, Needle Thoracentesis, Needle and Surgical Cricothyrotomy</i>
<b>Afternoon</b>	<b>ALS Equipment Orientation</b> <i>Kits, Monitor, Car</i>	<b>ECG Interpretation</b> <i>ECG Theory, Basics of Interpretation, Lethal Arrhythmia Detection</i>	<b>Drug Administration &amp; IV Lab</b> <i>Saline Locks-use and maintenance; preparation of ALS meds (po, iv, im, sc and infusions)</i>	<b>Airway &amp; Ventilation Lab</b> <i>ETT Suctioning, PetCO2, Combitube, McGill Forceps, Sideport and in-line bronchodilator use, ETT med administration</i>	<b>Cardiac Arrest Management</b> <i>Experience participating in and directing cardiac arrests</i>



April 21, 2005

Mr. Tom Manz  
Provincial Secretary Treasurer  
Ambulance Paramedics of BC  
CUPE Local 873  
Unit 2270 - 21331 Gordon Way  
Richmond, BC V6W 1J9

Cliff: 528477  
Without Prejudice or Precedent

Attention: John Strohmaier, Provincial President

Dear Mr. Strohmaier:

**Re: Recognition of ACP Experience**

This is to formally follow up on our discussion at the April 12, 2005, PJLMC with respect to limited experience recognition for individuals hired from outside of the bargaining unit. This would obviously assist BC Ambulance Service to attract experienced advanced care paramedics to work in B.C. and thus make our recruitment initiative more fruitful. Obtaining the best experienced personnel as possible benefits not only our ambulance service and the public we serve, but also provide existing BCAS ALS with higher skilled partners.

The following is the new Collective Agreement language BCAS is proposing which we believe accomplishes the above objectives:

**Recognition of Prior Experience**

**When an individual commences their employment with BCAS, and their initial appointment is to a full time ALS or CCP position, they will receive recognition for prior work experience when determining their initial rate of pay under A1.02 of Schedule A as set out below.**

**For the purposes of placement on the grid of A1.02 of Schedule A only, a new employee will be credited with one year of experience/service for each 2184 hours worked as a licensed Advanced Care Paramedic with another employer within the three calendar years immediately preceding their date of hire by BCAS. No credit for partial or residual hours will be given.**

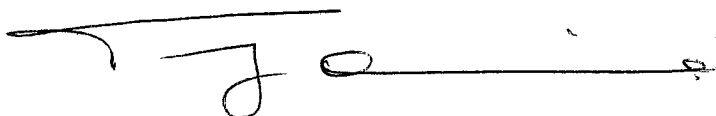
**All other subsequent experience and service pay adjustments will be based on the employee's employment with BCAS.**

**To receive this prior experience recognition the new employee must, at their date of hire, submit satisfactory proof of licensure and work experience for the applicable time period.**

.../2

We would appreciate receiving the Union's considered response to the above proposal at your earliest opportunity. Thank you for your attention to this matter.

Yours truly,

A handwritten signature in black ink, appearing to read 'Tony Arimare', written over a horizontal line.

Tony Arimare  
Vice President, Human Resources  
BC Ambulance Service

pc: David Morhart, Chief Executive Officer

Letter of Agreement  
Between  
The Emergency Health Services Commission  
And  
The Ambulance Paramedics of British Columbia, CUPE local 873  
  
Advanced Care Paramedic Mentorship

The parties agree to the following:

**The ACP mentoring program (ACP-MP) consists of 4 phases:**

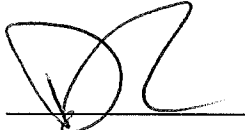
- 1) Orientation** – ACP applicant meets with BCAS management and clinical education personnel (CED) to discuss the program and if required, agree on a personalized learning plan depending on previous experience and current practice deficiencies.
  
- 2) Internship** – Minimum 4 blocks on three-person ACP unit, maximum 8 blocks.
  
- 3) Residency 1** – Applicant is moved to a two-person ACP unit with a mentor for a maximum 16 blocks
  
- 4) Residency 2** – This phase is 16 blocks in length, the applicant is moved to independent practice and has the full capabilities for unrestricted ACP practice. To successfully complete the ACP-MP the candidate must attend 4 case study meetings within the sixteen blocks and not have any problems isolated during their independent practice.

In addition to the foregoing, the following will apply:

- Probationary periods for all ACP's accepting a new position with the BCAS shall be in accordance with article 11 of the Collective Agreement.
- 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 of the current Collective Agreement.
- The start date for new ACP employees shall be the date that the first employee of a multiple employee posting reports to work.
- In the event only one employee is hired from a posting; their start date shall be the date they report for duty.

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For the BCAS



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For the APBC

Letter of Agreement  
Between  
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And  
The Ambulance Paramedics of British Columbia, CUPE local 873  
  
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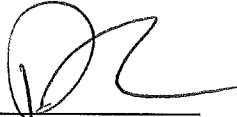
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For the BCAS



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For the APBC

## Letter of Agreement

Between

The British Columbia Ambulance Service (the employer)

and

The Ambulance Paramedics of BC, CUPE Local 873 (the union)

### ACP Paramedic Response Unit

The parties recognize the mutual benefits of the utilization of the paramedic response unit (PRU.)

The Lower Mainland regional trial of the PRU's has shown significant improvement in ACP capture rates, response times and operational effectiveness.

In light of the above, the parties agree to the following:

1. The current Lower Mainland ACP PRU trial will cease at the signing of this agreement.
2. The employer will post and fill all PRU vacancies in accordance with article 13.01 of the collective agreement. The parties agree that an ACP PRU position is a new classification of employee.
3. At the close of the posting, a short list of applicants will be posted. The list will be double the number of positions, plus ten (10) percent of the qualified applicants, in order of seniority.
4. The employer will conduct a job interview of all candidates identified in the process listed above. The interview process and type, including relevant study material, will be communicated to all applicants prior to commencement of the interview process.

The successful candidate(s) will be the applicant(s) with the highest total score on the interview. In the event of a tie on the interview score, seniority will be the deciding factor.



For the purposes of this LOA, "qualified" in bullet # 3 shall mean:

- The holder of an Advanced Care Paramedic license
- A current CUPE Local 873 bargaining unit employee
- Have 3 years plus one day of service seniority at the post probationary ACP level
- Current BCAS ACP preceptor, or the ability to become an ACP preceptor
- Current BCAS ACP mentor, or the ability to become an ACP mentor
- A satisfactory work record

The parties agree that the wage scale for the ACP PRU positions shall be:

ACP with all relevant adds to pay, including the instructor rate as captured in article 22.05, not pro-rated. This rate will be subject to all negotiated increases.

Article 22.05 (b) shall apply to this classification of employee.

Successful applicants to the above selection process shall be subject to a probationary period contemplated in article 11.09.

Any matters arising out of this LOA shall be resolved through the 8.05 and 8.06 process.

Either party may cancel this LOA with thirty (30) days written notice.

Dated for reference: ~~XX June, 2013~~ *July 4/2013*



For BCAS



For APBC

*July 4/2013*



July 24, 1998

To: All Ambulance Service Staff

Re: ARTICLE 22.03 – PAY FOR ACTING SENIOR CAPACITY  
UNIT CHIEFS/CHARGE DISPATCHERS

EHSC CIRCULAR 22;96 IS REPLACED WITH THE FOLLOWING:

1. Appointments to acting unit chief positions will be made on the basis of service seniority, within the station;
2. Interested employees must be reasonably familiar with BCAS policies and procedures, as well as with posted local station regulations. Employees will be expected to become familiar with the responsibilities of a unit chief on their own time.

3. Filling Acting Full-Time Unit Chief Positions

Subject to (1) above, full-time employees attached to the station (either as their primary operator or as their primary operator for the purpose of call-out) will have first option for full-time acting unit chief positions.

4. Filling Acting Part-Time Unit Chief Positions

Part-time employees attached to the station will have first option for part-time acting unit chief positions, on the basis of earliest date of hire. Should there be no part-time employee available, then full-time employees who are attached to the station will be given access on the basis of service seniority.

Should further clarification or direction regarding the above be required, contact your regional office.

P. S. Gotto  
Director of Operations  
British Columbia Ambulance Service

EHSC Circ. #15:98



Province of  
British Columbia

Ministry of Health and  
Ministry Responsible for Seniors  
EMERGENCY HEALTH  
SERVICES COMMISSION

British Columbia  
Ambulance Service Headquarters  
1-2, 1515 Blanshard Street  
Victoria, British Columbia  
V8W 3C8  
Telephone: (604) 387-2334  
Facsimile: (604) 387-2885



June 26, 1992

TO: ALL AMBULANCE SERVICE OPERATORS

RE: APPOINTMENT OF ACTING UNIT CHIEFS

At a recent Provincial Joint Labour Management Committee (JLMC) meeting, the British Columbia Ambulance Service (BCAS) and the Ambulance Paramedics of British Columbia, CUPE Local 873, reached agreement on the following:

1. Access to acting unit chief positions will be given on a fair and equitable basis. Interested employees should advise their unit chief.
2. Interested employees must be familiar with BCAS policies and procedures as well as with posted local station regulations. Employees will be expected to become familiar with the responsibilities of a unit chief on their own time.
3. Filling Acting Full-Time Unit Chief Positions
  - a. Full-time employees attached to the station will have first option for full-time acting unit chief positions; irregularly scheduled and casual employees will also be considered, subject to operational requirements.
  - b. Appointments for vacation relief will be done by each vacation period. Article 22.03 indicates "such appointments shall not normally be made for periods of less than two weeks." Long term absences (i.e. WCB/STIIP) will be divided as operational requirements permit.
4. Filling Acting Part-Time Unit Chief Positions
  - a. Part-time employees attached to the station will have first option for part-time acting unit chief positions.

Unit chiefs who require assistance in implementing this procedure should contact their regional office.

P. Gotto  
Assistant Director - Operations  
British Columbia Ambulance Service

EHSC Circ. # 33:92  
5520e

March 26, 2004

To: All Staff Station 314

**Re: Acting Unit Chief (AUC) - Access and Familiarization**

This memo is to clarify and advise staff of the process to access Acting Unit Chief appointments within station 314.

Recently I have been made aware of discussions around the station with respect to accessing AUC appointments and it appears despite long standing procedures and practice their still remains some confusion.

In accordance with the Collective Agreement, Standard Operating Procedures, and Circular # 15:98 the procedure for AUC appointments at station 314 are as follows:

- 1) Individuals must submit a written submission of interest in the AUC to the 314 Unit Chief. Appointments will be made on a basis of service seniority, within the station. (Requests will remain on file, unless an individual requests it be removed)
- 2) Interested employees must be reasonably familiar with BCAS policies and procedures, as well as with posted local regulations. Employees will be expected to become familiar with the responsibilities of a unit chief on their own time.

More specifically, once an employee expresses interest the onus now rests with them to demonstrate they are, and have become reasonably familiar with the duties of a Unit Chief position at our station including: policies and procedures and local station regulations/procedures.

The interested individual must also demonstrate a familiarity with the Unit Chief Responsibilities as outlined within Policy and Procedure.

The "familiarization or Orientation" must be completed prior to an appointment occurring.

Familiarization and orientation will be afforded to those interested in the acting Unit Chief appointments, this will be arranged by mutual agreement and where practical on payroll days or as otherwise prearranged with the Unit Chief.

This one-on-one orientation is the only practical and fair measurement of an employee's reasonable familiarization with the AUC duties.

As a starting point for employees consideration in their efforts to become familiar with the AUC position at our station I have attached the following documents:

- > *VOLUME 2 - OPERATIONS CHAPTER 2 – SCOPE OF PRACTICE, JOB RESPONSIBILITIES AND DUTIES 2.2.3 UNIT CHIEFS*
- > *EHSC Circular # 15:98*

Additional information will be made available upon request and during any orientation or familiarization session.

I trust the forgoing clears up any questions or confusion, however please do not hesitate to contact me for any further assistance or clarification.

Thank you,



Troy Clifford  
Unit Chief, Station 314

Cc: Les Fisher, Superintendent  
Gerry Rieger, District Supervisor  
Brent Kennedy, A/Unit Chief, Station 315



July 24, 1998

To: All Ambulance Service Staff

Re: ARTICLE 22.03 – PAY FOR ACTING SENIOR CAPACITY  
UNIT CHIEFS/CHARGE DISPATCHERS

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Should further clarification or direction regarding the above be required, contact your regional office.

  
P. S. Gotto  
Director of Operations  
British Columbia Ambulance Service

EHSC Circ. #15:98

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Ministry of Health and  
Ministry Responsible for Seniors

British Columbia  
Ambulance Service

Provincial Headquarters  
2nd Fl., 1810 Blanshard St.  
Victoria BC V8V 1X4  
Telephone: (250) 952-0888  
Facsimile: (250) 952-0905

## VOLUME 2 - OPERATIONS

### CHAPTER 2 – SCOPE OF PRACTICE, JOB RESPONSIBILITIES AND DUTIES

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#### 2.2.3 UNIT CHIEFS

**EFFECTIVE DATE:**

JULY 15, 1996

**REVISION NUMBER:**

**PROCEDURE:**

In the course of their duties, unit chiefs may delegate work assignments to their staff, where appropriate. The unit chief, however, retains the responsibility to ensure the requirements of this job description are fully met.

The unit chief is accountable to the superintendent for provision of administrative and day to day operational management of the station. The unit chief also:

1. Assists the superintendent in projects, planning, labour relations, and contact with outside agencies.
2. Promotes effective management and communications:
  - a) provides clear, concise and consistent communication with the staff and superintendent, this includes the utilization of good listening skills;
  - b) recognizes issues and pro-actively problem solves to avoid further disruption of the smooth operation of the station;
  - c) responsible for the fair, consistent and equitable management of the station;
  - d) functions as a team player and sets an example by complying with all policies and procedures and using sound management skills, and;
  - e) makes recommendations to the superintendent on improved effectiveness and efficiencies.
3. Performs a variety of functions related to employee services, including:
  - a) facilitate CISD as required, and;
  - b) keeping in touch with sick and injured employees.
4. Performs a number of duties related to labour relations, including:
  - a) assisting the superintendent in labour relations issues by collecting data and scheduling meetings;
  - b) dealing directly with minor issues (e.g. failure to comply to station duties, smoking);
  - c) dealing with step 1 grievances;
  - d) liaising with the superintendent prior to issuing written discipline or suspensions;
  - e) informing the superintendent of potential labour relation issues;



## VOLUME 2 - OPERATIONS

### CHAPTER 2 – SCOPE OF PRACTICE, JOB RESPONSIBILITIES AND DUTIES

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#### ...2.2.3 Continued

- f) working with the superintendent to determine/monitor corrective action, and;
  - g) assisting the superintendent with step 2 grievance investigations by arranging meetings and gathering information as required.
5. Performs various finance/payroll functions such as:
- a) reviewing statistical financial reports on a monthly basis and reporting variances to the superintendent/financial officer;
  - b) ensuring their station is managed in an effective and efficient manner within budget allocations;
  - c) administering a petty cash fund;
  - d) assisting the superintendent with projections and making recommendations regarding financial cost pressures;
  - e) reconciling vacation reports, and;
  - f) verifying and processing:
    - travel claim forms;
    - full and part-time payroll;
    - expenditures, and;
    - invoices.
6. With regard to scheduling:
- a) manages the scheduling for their station;
  - b) manages call-out, holidays and leave applications in accordance with regional specific guidelines;
  - c) processes and follows up illness and injury reports;
  - d) processes/monitors STIIP/WCB claims and Accident and Incident Reports, and;
  - e) local policy may circumvent the aforementioned procedure (i.e., post scheduler).
7. Performs other administrative duties, including:
- a) arranging for station meetings;
  - b) meeting with first line representatives from outside agencies, such as fire chiefs, head nurse of emergency department, as required;
  - c) reviewing and processing crew reports;
  - d) approving individuals to ride third;
  - e) conducting exit interviews when required;
  - f) ensuring crew compliance to BCAS policy and procedures;





## VOLUME 2 - OPERATIONS

### CHAPTER 2 – SCOPE OF PRACTICE, JOB RESPONSIBILITIES AND DUTIES

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#### ...2.2.3 Continued

- g) attending unit chief meetings when required;
  - h) addressing issues related to the use of local ambulance resources with the charge dispatcher;
  - i) promoting safety consciousness;
  - k) participating in safety inspections as required;
  - l) opening and processing station mail;
  - m) posting, date stamping, and logging all employment bulletins and circulars, etc.;
  - n) maintaining the filing system;
  - o) ensuring the station library is complete and equal access for all crew members is maintained, and;
  - p) ensuring the policy manuals are kept up to date and are accessible to all crews at all times.
8. With regards to training:
- a) identifies formal training needs in conjunction with the superintendent, and;
  - b) trains and coaches crews where appropriate (i.e., station in-services).
9. Performs various duties related to the ordering, maintenance, and repair of equipment and supplies, including:
- a) ordering supplies/stock control;
  - b) arranging for the repair or replacement of uniforms for all crew members;
  - c) maintaining station equipment;
  - d) maintaining ambulance stations;
  - e) maintaining station inventory/assets, and;
  - f) advising the superintendent of capital needs/replacement.
10. With regard to vehicles:
- a) develops and implements vehicle maintenance schedules;
  - b) monitors the vehicle complaint log;
  - c) completes and submits mileage records;
  - d) arranges for regular and unscheduled maintenance, as required, and;
  - e) communicates with Fleet Operations and the regional office, as required.



## VOLUME 2 - OPERATIONS

### CHAPTER 2 – SCOPE OF PRACTICE, JOB RESPONSIBILITIES AND DUTIES

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#### ...2.2.3 Continued

11. Performs duties associated with hiring or transferring employees, including:
  - a) responding to employment inquiries;
  - b) identifying need(s) for additional staff;
  - c) reviewing lateral transfer requests/applications on file;
  - d) preparing employment advertisements when required;
  - e) short listing applicants;
  - f) processing selected applications and forwarding them to the regional office with recommendations, and;
  - g) managing orientation/probation periods.
12. Assists the superintendent in investigations, by:
  - a) handling complaints directly as they are received at the station, or forwarding them to the superintendent as required;
  - b) assisting the superintendent in all investigations by collecting data and scheduling meetings;
  - c) dealing directly with minor issues (e.g. lost property), and;
  - d) attending accident scenes involving ambulances when appropriate and feasible.
13. Performs functions related to legal arrangements, including:
  - a) assisting in arranging legal interviews, and;
  - b) ensuring individuals are scheduled off-car in order to attend court.
14. Performs various duties related to disaster preparedness, as required. Duties include planning and implementing local disaster and MCI responses in conjunction with other related local agencies, and assisting the superintendent with disaster and MCI debriefing, as required.



To: Unit Chiefs  
Region 3 & 4

Date: September 13, 2001  
File: 1657-02

Re: Acting Unit Chiefs

This is a reminder that acting Unit Chief positions are to be filled as per Circular #15:98 (copy enclosed). It has been brought to our attention that this has not been followed in all cases.

Further, your attention is drawn to Article 22.03 of the Collective Agreement regarding the time frames for filling acting positions. Should you have any questions, please contact your Superintendent.

Sincerely,



Laurie Harder  
A/Director, Regions 3 & 4


LH/dw


Enclosure

pc: Superintendents

SEPT. 15/01

IF YOU ARE INTERESTED PLEASE  
ADVISE ME IN WRITING AS SOON AS  
POSSIBLE.

THANK YOU. 

SEPT 15/01  




July 24, 1998

**RECEIVED**  
AUG 18 1998  
KAMLOOPS AMBULANCE  
OPERATOR C15

To: All Ambulance Service Staff

Re: **ARTICLE 22.03 – PAY FOR ACTING SENIOR CAPACITY  
UNIT CHIEFS/CHARGE DISPATCHERS**

EHSC CIRCULAR 22:96 IS REPLACED WITH THE FOLLOWING:

1. Appointments to acting unit chief positions will be made on the basis of service seniority, within the station;
2. Interested employees must be reasonably familiar with BCAS policies and procedures, as well as with posted local station regulations. Employees will be expected to become familiar with the responsibilities of a unit chief on their own time.

3. **Filling Acting Full-Time Unit Chief Positions**

Subject to (1) above, full-time employees attached to the station (either as their primary operator or as their primary operator for the purpose of call-out) will have first option for full-time acting unit chief positions.

4. **Filling Acting Part-Time Unit Chief Positions**

Part-time employees attached to the station will have first option for part-time acting unit chief positions, on the basis of earliest date of hire. Should there be no part-time employee available, then full-time employees who are attached to the station will be given access on the basis of service seniority.

Should further clarification or direction regarding the above be required, contact your regional office.

A handwritten signature in black ink, appearing to read "P. S. Gotto".

P. S. Gotto  
Director of Operations  
British Columbia Ambulance Service

EHSC Circ. #15:98

Ministry of Health and  
Ministry Responsible for Seniors

British Columbia  
Ambulance Service

**Provincial Headquarters**  
2nd Fl., 1810 Blanshard St  
Victoria BC V8V 1X4  
Telephone: (250) 952-0888  
Facsimile: (250) 952-0905



**Vincent L. Ready**

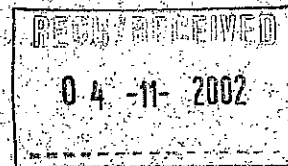
**Labour Arbitration and Mediation Services Ltd.**

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File: 2664

October 31, 2002

Ambulance Paramedics of B.C., CUPE Local 873  
Unit 2280 - 21331 Gordon Way  
Richmond, BC V6W 1J9



Attn: Bronwyn Barter

Dear Madam:

Re: Emergency Health Services Commission and  
Ambulance Paramedics of B.C., CUPE Local 873  
(Mike Daley Grievance #000317-3)

Enclosed herewith is one copy of the Award regarding the above matter. Also enclosed is an Invoice for fees and disbursements.

Yours truly,

Vincent L. Ready  
LABOUR ARBITRATION & MEDIATION SERVICES LTD.

  
VINCENT L. READY

VLR/cls

Enclosures

In Association with Judi Korbin and Ronald S. Keras  
#202 - 856 Homer Street, Vancouver, British Columbia, Canada V6B 2W5  
Phone: 604 691-2550 Direct Line: 604 691-2553 Fax: 604 691-2557  
email: vready@telus.net



IN THE MATTER OF AN ARBITRATION

BETWEEN:

EMERGENCY HEALTH SERVICES COMMISSION

(the "Employer")

AND:

AMBULANCE PARAMEDICS OF BC, CUPE LOCAL 873

(the "Union")

ARBITRATOR:

Vincent L. Ready

COUNSEL:

W. Baird Blackstone for  
the Employer

Bronwyn Barter for  
the Union

HEARING:

October 8, 2002  
Kamloops, BC

PUBLISHED:

October 31, 2002

The parties agreed I was properly constituted as an arbitrator under the terms of their Collective Agreement to hear the matter in dispute.

At issue is the appointment of a junior employee to an Acting Unit Chief position. The Union submits this is a violation of the seniority provisions found in the Collective Agreement. The grievor, who is senior to the successful candidate, is seeking full redress for the length of the acting position.

### **BACKGROUND**

The Employer provides ambulance services in the province of British Columbia. The grievor, at the time of the filing of the grievance, was a paramedic at the Logan Lake station. He has subsequently transferred to another station.

In November of 1999, the Unit Chief at Logan Lake, Sylvia Perrault unexpectedly fell ill. Ute Patterson was appointed as the Acting Unit Chief. Ms. Patterson had previously replaced Ms. Perrault as Acting Unit Chief when the latter took holidays and sick leave.

Ms. Perrault was absent with her illness for an extended period of time: from November 1, 1999 until late September, 2000. Ms. Patterson replaced Ms. Perrault for the entire sick leave period.

The grievor, Michael Daley, was more senior than Ms. Patterson and claimed that he should have received the appointment as Acting Unit Chief. He grieved Ms. Patterson's appointment in March of 2000 claiming that Article 22.03 of the Collective Agreement, and its accompanying Circular #15:98 had been violated.

Article 22.03 of the Collective Agreement reads as follows:

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 A of this Agreement. Such appointments shall not normally be made for a period of less than two weeks.

Circular #15:98 was issued in 1998 by the Director of Operations for the BC Ambulance Service, Laurie Harder. The sections of this Circular most relevant to this case are points #1 and 2 as follows:

1. Appointments to acting unit chief positions will be made on the basis of service seniority, within the station;
2. Interested employees must be reasonably familiar with BCAS policies and procedures, as well as with posted local station regulations. Employees will be expected to become familiar with the responsibilities of a unit chief on their own time.



This Circular replaced an earlier circular on the same topic issued in 1992. For the sake of convenience, I have bolded the differences in the previous circular versus the current one:

1. **Access to acting unit chief positions will be given on a fair and equitable basis. Interested employees should advise their unit chief.**
2. Interested employees **must be familiar** with BCAS policies and procedures as well as with posted local station regulations. Employees will be expected to become familiar with the responsibilities of a unit chief on their own time.

Three witnesses were called to give evidence at the hearing: Sylvia Perrault, the Unit Chief at Logan Lake; Troy Clifford, the Regional Vice President for CUPE 873; and Laurie Harder, the Superintendent for Region 3. The grievor, Michael Daley, was not called to provide evidence.

#### Sylvia Perrault's Testimony

Sylvia Perrault testified that she had been Acting Unit Chief when she took the Unit Chief position at Logan Lake. She was familiar with some of the duties of the Unit Chief by reading the manuals. These duties included an understanding of the rules and procedures. The other administrative duties such as payroll, scheduling, hiring, filling out month end reports have to be

learned by observation, according to Ms. Perrault. Consequently, there is no formal training program to become Acting Unit Chief. The employee has to observe the duties being performed by the Unit Chief.

Ms. Perrault further testified that the grievor, Mr. Daley, on one occasion had observed her performing payroll duties, although Ms. Perrault had encouraged him to do more. Conversely, Ms. Perrault further testified that Ute Patterson, the successful candidate, often came to observe the administrative duties being performed, as well as relieving Ms. Perrault while on holidays.

When asked what the minimum elapsed time would be to orientate a Unit Chief, Ms. Perrault testified that it would take six months and that the six months would have to consist of observation three times a month for four hours each time.

#### Troy Clifford's Testimony

Troy Clifford, an Acting Unit Chief and Acting Charge Dispatcher at another location, testified that he had received no training for the acting positions. The procedure had been for the senior person to be asked if he was interested in the position and if the senior person replied affirmatively, then that individual learned the duties on the job. Mr. Clifford testified that you learn by "trial and error" and if you don't know how to do something you either look up the correct procedure or you consult with those who do know (the

"experts", according to Mr. Clifford). Mr. Clifford stated that this procedure was provincial practice as well - to ask the senior employee and if interested in the acting position, the senior employee gets the job.

Mr. Clifford, in his capacity as Regional Vice President of the Union, also gave evidence that Circular 15:98 had been re-issued as a result of an incident in Kamloops. It was re-issued for the sake of consistency - to ensure that all stations were following the same procedure in their appointments. If Logan Lake had a different local procedure in its appointments then it should have been brought to the attention of the Joint Labour Management Committee. Mr. Clifford, who sits on the joint committee, was not aware of Logan Lake referring any such issue to the committee.

Finally, Mr. Clifford refuted Ms. Perrault's estimation of a six month familiarization period for the Acting Unit Chief position, since he had received no training in that role. Under cross examination, it was determined that Mr. Clifford had received his Acting Unit Chief position as a result of another arbitration award in which he and others were deemed to be qualified for the Unit Chief position.

#### Laurie Harder's Testimony

The Superintendent for Region 3, of which Logan Lake is a part, Laurie Harder testified as to the language in the Circular and the changes bolded

previously in this award. In his view, the insertion of the word "reasonably" to describe "familiar" "raised the bar" in the appointment process. It was Mr. Harder's understanding that the employee has to do more than observe the Unit Chief duties - the employee has to understand the policies and perform the duties. Mr. Harder described the appointment process as typically being done on a seniority basis, but that the employee must have familiarized himself or herself with the Acting Unit Chief duties before assuming the acting role.

Mr. Harder further testified that, for example, normally if a Unit Chief is going on holidays, the Unit Chief would approach the senior employee and if this senior employee was interested in acting in the Unit Chief role, then the two of them would establish a training plan to enable the senior employee to perform the acting duties. In the case of Ms. Perrault's absence, however, there was no time for that approach because the absence was so unexpected. Mr. Harder initially expected Ms. Perrault to return in June so he appointed Ute Patterson since she was familiar with the job and Michael Daley was not. At the time of Ms. Perrault's absence, Mr. Harder said he had discussed this briefly with Ms. Perrault to find out who had been oriented into the job. He was informed by Ms. Perrault at that time and on previous occasions that Mr. Daley had not expressed interest in the job and only observed Perrault performing her duties once.

When he was asked why he had not requested Ute Patterson, the Acting Unit Chief, to train Mr. Daley when it was discovered that Perrault's absence would be prolonged, Mr. Harder testified that it was not Company practice to have an Acting Unit Chief train an employee; that it would have been too disruptive to the operation of the station.

Finally Mr. Harder testified that Mr. Daley only expressed an interest in the acting position in the spring of 2000, six months into Perrault's absence. He stated that although he did not totally agree with Ms. Perrault's six month estimation for the familiarization period, he believed it should be longer than one, four-hour session which is the time Mr. Daley had observed the Unit Chief's duties. Consequently, Mr. Harder did not approach Mr. Daley for the acting position.

#### **POSITIONS OF THE PARTIES**

The Union argues that the Employer has violated Article 22.03 of the Collective Agreement and its accompanying Circular (#15:98) by choosing the junior employee, Ute Patterson, over the grievor, Michael Daley. Mr. Daley was not only senior, but he was "reasonably familiar" with the Unit Chief's duties. Being "reasonably familiar" is the sole prerequisite for the job.

There is no training required. The only requirement is that the candidate be senior, be interested in the position, and be "reasonably familiar" with the

Unit Chief responsibilities. The Union argues the grievor possesses all of these requirements. He is senior; expressed an interest in the position on a number of occasions; and he would have been reasonably familiar with policies, procedures and station regulations by working out of that particular station.

The Union explained its reasoning behind not calling the grievor to testify in these proceedings. In the Union's view, the onus rests with the Employer to ensure itself on an objective basis that the grievor is not familiar with the job. The Employer did not do so in November, 1999 at the beginning of the Perrault absence, and therefore should not be allowed to test the grievor now.

At no time did the Employer approach Mr. Daley to find out if he was familiar with the job. According to the Union, this is in direct contrast with provincial practice where the most senior employee is approached and, if interested, gets the acting position. If there is training involved in other areas, the employees learn on the job while acting in the Unit Chief capacity. If there was a different procedure followed in Logan Lake then the Joint Labour Management Committee would have been informed. The committee was not contacted.

The Union contends on the plain meaning of the language in the Circular, the grievor should be awarded the missed compensation.

The Employer argues that the grievor showed no interest in the Unit Chief position. The Employer concentrated on Ms. Perrault's evidence that the grievor "looked over her shoulder" only once on September 25, 2000 to observe her responsibilities.

According to the Employer, the phrase "reasonably familiar" taken from the Circular must be put into context. It agrees with the Union that there is no formal training but familiarization requires more than a one time review of the Unit Chief's payroll duties. The Employer takes the position that the grievor rarely attended at the station, so how could he be familiar with the necessary administrative responsibilities.

The Employer argues that it is not its onus to prove that the grievor did not have the necessary familiarization with the acting duties. Conversely, the onus is on the Union to prove that the grievor possessed that familiarization. The Union has failed in that regard, submits the Employer.

As to Mr. Daley's interest in the job, the Employer submits that Mr. Daley only expressed interest in the spring of 2000, but showed very little interest prior to Ms. Perrault's absence. When Ms. Perrault became unexpectedly ill, the Employer needed someone trained, so the natural candidate was Ute Patterson who was fully trained.

The Circular is not part of the Collective Agreement and is, therefore, directive, not mandatory. Consequently, the Employer argues that it has followed the intent of the Circular. The grievance should be denied. To do otherwise would mean to ignore the rights of the junior employees who have shown initiative to learn the Unit Chief duties.

### **DECISION**

I begin my analysis by agreeing with the Union that I should look to the plain meaning of the language found in Article 22.03 of the Collective Agreement and Circular 15:98 which addresses how appointments are to be made to the Acting Unit Chief position. Article 22.03 is not particularly helpful in this regard since it mainly addresses payment for the appointment. The Article simply refers to the Employer: "duly appointing". It is the Circular that speaks to how employees are "duly appointed".

The testimony regarding the history of the Circular and its changes is not particularly helpful to my deliberations. The main shift appears to be from a focus on "fair and equitable" in the earlier Circular to one of "seniority" in Circular 15:98. I do not accept the Employer's argument that the insertion of the phrase "reasonably familiar" in the later Circular has raised the standard in the appointment process and the necessary familiarization contained within that process.



As I read the language in Circular 15:98 there are three key elements in the appointment process to acting roles. The three key elements are seniority, interest and familiarization. Service seniority within the station is obviously a key element, but it is not the only criterion. Point #2 of the Circular obviously has some meaning and should be read together with point #1.

The two criteria found in the second point of the Circular are: interest (i.e., the senior employee has to be interested in filling an Acting Unit Chief position) and familiarization. Familiarization is broken down into two parts. The successful candidate has to be "reasonably familiar" with policies, procedures and local station regulations, and also has to be familiar with the Unit Chief responsibilities. Further, the latter familiarization has to take place on the employee's own time.

Having defined the three criteria from a plain reading of the Circular language, I now turn to a review of the grievor's suitability for the appointment. Certainly Mr. Daley is the senior candidate, but he has not expressed much interest in the position. I accept Mr. Harder's evidence that, prior to Ms. Perrault's absence, Mr. Daley did not express any interest in the acting role. Ms. Perrault testified that she often offered the opportunity to observe the administrative portion of her job but Mr. Daley did not take her up on her offer.

Even if Mr. Daley was waiting for the "normal practice" of being approached as the senior employee so that the Employer could discover his interest, and discover he was "reasonably familiar" with policies and procedures, as well as posted local station regulations, there is far more to the job. There are the administrative duties such as payroll, scheduling, month end reports, hiring procedures etc. If I were to accept the Union's argument, the normal practice would be for the senior employee to be approached, demonstrate interest, be reasonably familiar with policies and procedures and learn the rest of the duties on the job. But that would be to ignore the second sentence of point #2 of Circular 15.98.

The second sentence of point #2 in Circular 15:98 reads: "Employees will be expected to become familiar with the responsibilities of a unit chief on their own time." The sentence does not say "while performing the duties of the unit chief". The phrase "on their own time" suggests that this portion of the familiarization takes place before assuming the position, not during.

Having said that, I accept there are many aspects of the job which are learned on the job, just as both Ms. Perrault and Mr. Clifford testified. Familiarization with a job is not the same as fully knowing a job over a given length of time or being fully trained on a job.

The question of a reasonable length of time for familiarization has been raised in this hearing. While there is no clear agreement on the amount of time necessary to render one "familiarized" with a position, it is clearly more than the one, four-hour observation of the administrative duties in which Mr. Daley engaged.

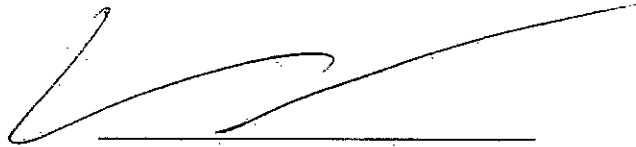
Point #2 of Circular 15:98 is about initiative. If an employee is senior and is interested in the Acting Unit Chief position, he or she should take steps to become familiar not only with policies, procedures and regulations, but with the administrative duties performed by the Unit Chief. I find on the evidence that Mr. Daley did not make sufficient attempts to do this.

There may be some credence to the Union's claim that senior employees are approached in such a situation. I note that the onus shifted from the earlier Circular which stated that "interested employees should advise their unit chief", to the elimination of that sentence in Circular 15:98. The Employer should bear this change in mind in the event of a future absence or vacancy.

Nonetheless, in summary, in the particular circumstances of this case, although Mr. Daley had the seniority, and may have had the interest, he did not possess familiarization in the administrative duties and had never taken appropriate steps to acquire such familiarization on his own time.

In the result, the grievance is denied.

Dated at the City of Vancouver in the Province of British Columbia this  
31<sup>st</sup> day of October, 2002.

A handwritten signature in black ink, appearing to read 'Vincent L. Ready', written over a horizontal line.

Vincent L. Ready

IN THE MATTER OF AN ARBITRATION

BETWEEN

EMERGENCY HEALTH SERVICES COMMISSION  
(The Employer)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 873  
(The Union)

Policy Grievance #030204-P

Arbitrator:	Ronald S. Keras
Counsel for the Employer:	Mr. W. Baird Blackstone
Counsel for the Union:	Mr. Troy Clifford
Hearing:	December 11, 2003
Published:	December 18, 2003

The parties agreed that the Arbitration Board was properly constituted with the jurisdiction to hear and decide the matter in dispute.

The Union's policy grievance concerned the Employer's application of Article 13.01(a)(i) and F3.03(a) of the Collective Agreement. The Arbitration Board assisted the parties in reaching the following consent award which constitutes full and final settlement of the grievance:

**Consent Award with Respect to Grievance #030204-P (Applicant Lists)**

The parties agree that the following process pursuant to *Article 13.01 (a) [i]* and *Schedule F 3.03(a)* will apply for the duration of the 12<sup>th</sup> *Agreement*.

- (1) Employees who submit written application for job postings and/or training opportunities pursuant to *Article 13* and *Schedule F3.03* shall have their application considered by the Employer.
- (2) At the time a posting closes, the Employer will publish a list of applicants including at minimum all applicants who are eligible for lateral transfer.
- (3) If the applicant list is not a complete list, a statement will be included to advise employees that in the event it becomes necessary to consider another group of applicants, a revised Applicant List will be issued.
- (4) The Employer in its postings will provide the actual number of vacancies it intends to fill, subject to *bona fide* operational requirements.

Dated this 11<sup>th</sup> of December, 2003.

Signed

For the Union

(Troy Clifford)

For the Employer

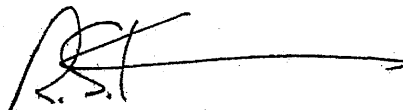
( W. Baird Blackstone )

The Arbitration Board will retain jurisdiction in the event of implementation or application difficulties.

All of which is so ordered.

I thank the parties for their efforts in resolving the grievance.

Dated at Vancouver British Columbia this 18<sup>th</sup> Day of December 2003.



---

Ronald S. Keras

Arbitrator

**Hiltz, Karen EHSC:EX**

---

**From:** Dave Deines [davedeines@me.com]  
**Sent:** Thursday, March 7, 2013 2:58 PM  
**To:** Fisher, Les M. EHSC:EX; Michalko, Mike EHSC:EX  
**Cc:** Bronwyn Barter; Sherman Hillier (private); Tom Manz; Cam Eby (private); John Strohmaier  
**Subject:** Burns Lake APV LOA  
**Attachments:** Burns Lake APV LOA.pdf

Hi Les, please find attached a signed copy of the Burns Lake APV LOA. Please sign off and send an electronic copy to myself.

The Union would like to propose that we have a joint announcement and press release on this. As such, would you please contact Bronwyn to set up.

In addition, I am sure NHA would like to do some sort of release as well.

Thank you both for working with us to accomplish this integration project.

Sincerely,

Dave Deines  
Provincial Vice President  
Ambulance Paramedics & Emergency Dispatchers of BC CUPE Local 873



# **Letter of Agreement**

## **Burns Lake Ambulatory Patient Transfer Unit**

**The BC Ambulance Service (BCAS) plans to institute a low acuity Ambulatory Patient Transfer Vehicle (APV) with wheelchair capabilities.**

**The employer and union agree that this initiative will provide stable work opportunities and both parties support the project.**

**In view of the above, the parties agree to the following:**

- A) The employer will post and fill three (3) full - time, regular scheduled, Transfer Fleet positions at the Burns Lake Post in accordance with Article 13.**
- B) The minimum qualification required for these positions is EMR.**
- C) The rate of pay for these full time employees shall be EMA 1/EMR per the Collective Agreement including all relevant adds to pay.**
- D) Unless specifically altered by this LOA, all provisions of the collective agreement and associated agreements remain in place**
- E) The parties agree to create a new shift pattern under article A1.01(f). The shift pattern for the incumbents will be an "X-Ray" on a modified 35 hour work week balanced over three weeks. The purposed schedule is noted below based on a 10.5 hour paid workday. Vacant shifts will be covered by part time members on a 10.5 hour spareboard as per (f) and (g) below. It is understood that this shift pattern is specific to this agreement and is without precedent and prejudice to the parties understanding of article A1.01. This X-Ray shift is an adjusted Delta pattern with extended work days.**
- F) The employee's will be scheduled for 11 hours days and entitled to a one half (.5) hour unpaid meal break each shift. This will result in the employee's being compensated for ten and one half (10.5) hours each workday, averaging to a 35 hour workweek over a three week cycle, 105 hours over a three week period.**

- G) If the employee's are unable to receive the above captioned meal break for operational reasons, and/or the shift lasts longer then 10.5 hours, the normal overtime provisions will apply.
- H) The employees will be considered on the 35 hour per week delta pattern and holidays will be based on delta pattern prorated for the modified schedule and 10.5 hour shifts. The parties agree that article 18.01 (c) applies to this shift pattern.
- I) The employer will provide all necessary training and orientation.
- J) The parties will address any operational concerns or changes through PJLMC as per article 8.05

**Purposed shift pattern:**

	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total Cycle
FT 1	10.5	10.5	10.5							10.5	10.5	10.5			10.5	10.5		10.5	10.5			105
FT 2			10.5	10.5	10.5			10.5	10.5		10.5	10.5			10.5	10.5	10.5					105
FT 3	10.5	10.5		10.5	10.5			10.5	10.5	10.5							10.5	10.5	10.5			105
Daily	21	21	21	21	21	0	0	21	21	21	21	21	0	0	21	21	21	21	21	0	0	

**Dated for reference:**

*Les Fisher* MAR. 11/13  
 \_\_\_\_\_  
**Les Fisher, COO**  
**For the Employer**

*Bronwyn Barter* MARCH 7/13  
 \_\_\_\_\_  
**Bronwyn Barter, President**  
**For the Union**

# AMBULANCE PARAMEDICS OF BRITISH COLUMBIA

CUPE LOCAL 873  
UNIT 2270, 21331 GORDON WAY, RICHMOND, B.C. V6W 1J9  
TEL: (604) 273-5722 TOLL FREE: 1 (866) 273-5766  
FAX: (604) 273-5762 TOLL FREE FAX: 1 (866) 273-5762  
E-MAIL: apbc@shaw.ca

May 20, 2004

Mr. David Morhart  
Chief Executive Officer  
BC Ambulance Service  
P.O. Box 9600, Stn. Prov. Govt  
5<sup>th</sup> Fl., 712 Yates Street  
Victoria, BC V8W 9P1

Attention: Tony Arimare – Director, Human Resources and Labour Relations

Dear Sir:

**Re: Call Taker Only Matters (CTO)**  
**(Grievances #000316-P, #020624-P, #030127-P & #030717-3)**

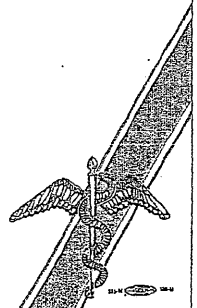
Thank you for your correspondence dated May 11, 2004 with respect to the above mentioned files. The letter accurately reflects the Union's understanding of the issues and resolve.

Based on the terms outlined in the employer's May 11, 2004 correspondence including the attached MOU and job description, the Union considers Grievances #000316-P, #020624-P and #030127-P as resolved.

With respect to Grievance #030717-3 (Jason Platteel), the Union awaits advisement on financial compensation and fulfillment of the agreed resolve to conclude the file. Upon advisement and fulfillment of the resolve, the Union will consider Grievance #030717-3 as resolved and will withdraw the grievance accordingly.

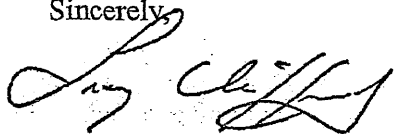
Enclosed you will find a signed copy of the agreement, please complete and return a completed document attention the undersigned.

...2/



The Union would like to thank the employer's various representatives who assisted with bringing the Call Taker matters to closure.

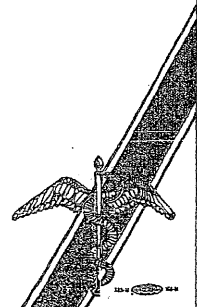
Sincerely,

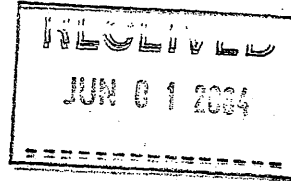


Troy Clifford  
Provincial Vice-President  
CUPE 873

- cc: Bronwyn Barter, Provincial Vice-President  
Provincial Executive Board  
John Horsfield, CUPE 873  
Fred Platteel  
Sandra Noel  
Jason Platteel  
Grievance Files

TC/rmn  
opeiu 15





May 11, 2004

DELIVERED BY HAND

Mr. Tom Manz  
Provincial Secretary Treasurer  
Ambulance Paramedics of BC  
CUPE Local 873  
Unit 2270 - 21331 Gordon Way  
Richmond, BC V6W 1J9

Cliff: 491162  
Without Prejudice or Precedent

Attention: Troy Clifford, Provincial 2<sup>nd</sup> Vice-President

Dear Mr. Clifford:

**RE: Call Taker Only Matters**  
**Grievances #000316-P, #020624-P, #030127-P & #030717-3**

I am responding to your letter of March 19, 2004 to David Morhart and apologize for delay in response. I wanted to take the opportunity to review your request with BCAS operations before responding.

We have reviewed your point regarding item (iii). We agree to amend this section to state "Call Takers must have completed Call Taker training and be signed off to be considered for a dispatch position." It is recognized that a new dispatcher will commence probation in accordance with Article 11.09 and A2.01.

In addition, we have attached a copy of the job description drawn up by the B.C. Ambulance Service.

We trust this amendment concludes all matters arising from the above-noted grievances.

I am enclosing the MOU, which includes the amendments as per above for your signature.

Yours truly,



Tony Arimare  
Director, Human Resources & Labour Relations

Enclosures

pc: David Morhart, Chief Executive Officer  
BCAS Human Resources & Labour Relations  
Fred Platteel, Director, Regional Operations

Ministry of  
Health Services

British Columbia  
Ambulance Service

Human Resources/  
Labour Relations  
1202 - 601 West Broadway  
Vancouver, BC V5Z 4C2  
Telephone: (604) 660-6008  
Facsimile: (604) 660-3280

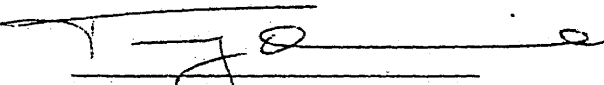
## MEMORANDUM OF UNDERSTANDING

### Re: Call Taker Selection Issues

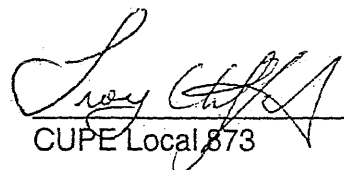
The parties have agreed to the following selection process:

- (i) Full-time Call Takers will be selected following the criteria outlined under Article 13.04(a), using the prerequisites outlined in the job description (see attached) and following the order below:
  1. Full-time qualified Dispatcher or qualified Call Taker by seniority.
  2. Part-time qualified Dispatcher or qualified Call Taker by earliest date of hire.
  3. Full-time unqualified applicants compete under Article 13.04.
  4. Part-time unqualified applicants compete under Article 13.04. (part-time employees get no service credit.)
  
- (ii) Full-time Dispatchers are selected under Article 13.04(a). Call Takers are included in the selection under #3 and #4 below.
  1. Full-time qualified Dispatcher by seniority.
  2. Part-time qualified Dispatcher.
  3. Full-time unqualified applicants compete under Article 13.04.
  - ~~4.~~ Part-time unqualified applicants compete under Article 13.04. (part-time employees get no service credit.)
  
- (iii) Call Takers must have completed Call Taker training and be signed off to be considered for a Dispatch position. It is recognized that a new dispatcher will commence probation in accordance with Article 11.09 and A2.01.
  
- (iv) Article 13.04(b) will be applied to the initial appointments to a Dispatch position – either a Call Taker, Dispatcher or a combination of both positions within a Dispatch Centre.
  
- (v) Article A1.02(k) and F8.01(f) will be applied when a crew member transfer to a Call Taker or Dispatch position.

This Memorandum will expire on the same date as the expiry of the 12<sup>th</sup> Agreement.

  
BC Ambulance Service

May 31, 2004.  
Date

  
CUPE Local 873

May 19, 2004  
Date

## Emergency Medical Call-Taker

### **Duties and Responsibilities:**

Reporting to the Charge Dispatcher the Emergency Medical Call-Taker will:

1. Work as team member and portray professional attitudes in the performance of duties.
2. Respond to calls and/or perform Transfer Service Duties by:
  - a) answering all calls promptly and professionally;
  - b) assessing each call using AMPDS protocol in compliance with current guidelines and regulations;
  - c) completing the dispatch slip/CAD computerized ticket in a legible and timely manner, recording all required information.
  - d) referring calls to Radio Dispatcher as required.
  - e) providing Pre Arrival Instructions (PAI) and Post Dispatch Instructions (PDI) consistent with current guidelines and regulations.
  - f) interacting with ambulance crews and hospitals in telephone conversations, providing information within their area of knowledge and referral to the Radio Dispatcher or Charge Dispatcher as appropriate.
  - g) notifying other emergency agencies in accordance with established policies and guidelines.
  - h) reviewing the daily log book and memo book at the beginning of each shift and, during the shift, recording any complaints or problems in the daily log book and reporting to Charge Dispatcher or Designate.
  - i) notifying the Charge EMD about issues, updates or unusual events in a timely manner.
3. Assist Radio Dispatcher in the execution of the Disaster Plan/MCI.

**Compensation:**

	<b>Base</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
April 2002	\$21.99	\$23.53	\$25.18	\$26.94
April 2003	\$22.69	\$24.28	\$25.98	\$27.80

**Training:**

Training for the Call-Taker will incorporate: a two-week classroom program, which includes Advanced Medical Priority Dispatch (AMPDS) protocol and other specialized training; a practicum placement within an Operational Emergency Medical Dispatch (EMD) Center with subsequent sign off by an authorized Preceptor.

**Prerequisites:**

High school graduation or equivalent; valid Occupational First-Aid level 3; valid Infant CPR Level C; computer keyboard experience with minimum keyboard speed of 40 w.p.m. Related experience in a Windows environment preferred. Audiogram showing hearing ability within normal ranges (with or without hearing aid) required. Acceptable vision (colour perception) required. Must successfully complete specific dispatch area geographic requirements. Successful completion of AMPDS training preferred.



# **LETTER OF AGREEMENT CRITICAL CARE PARAMEDIC SELECTION**

**Between:**  
**BRITISH COLUMBIA AMBULANCE SERVICE**  
**("BCAS")**  
**And:**  
**AMBULANCE PARAMEDICS OF BRITISH COLUMBIA C.U.P.E. LOCAL 873**  
**("APBC")**

## **PREAMBLE:**

In the 2004 Memorandum of Understanding the Employer introduced a new classification of Employee, Critical Care Paramedic (CCP). The parties wish to create an agreement regarding training selection criteria for Critical Care Paramedics.

## **The Parties agree as follows:**

Minimum requirements for CCP training shall be:

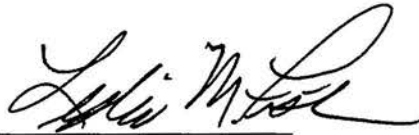
- Be a bargaining unit employee
- Current BC Advanced Care Paramedic License at the closing of the posting
- Post probationary ACP employee
- Willing and medically fit to fly
- Satisfactory work record.

The selection process will be as follows:

1. All qualified applicants will be invited to participate in an assessment to measure skills and abilities.
2. A short list of applicants with the highest scores will be selected to participate in the written assessment to measure knowledge. The short list will consist of a minimum of the number of vacancies plus at least 30%.
3. The threshold pass mark on the written assessment will be 75%. There will be a reasonable study period allowed.

4. The final list of trainees will be determined by seniority.
5. The list of qualified applicants from the location specific Employment Bulletin will remain active for 90 days in case of subsequent training vacancies due to candidate withdrawal prior to the start of the program.
6. Upon commencement of training, the employees will be transferred to Irregularly Scheduled CCP training positions and will be assigned shifts when not actively involved in training.
7. Employees who fail to successfully complete the CCP training program or are unsuccessful during probation in accordance with article 11.09 will be appointed to the appropriate Paramedic vacancy and be prohibited from applying for future CCP training for a period of three years.

Dated for reference: April 10<sup>th</sup>, 2013



Les Fisher, COO

BCAS



Bronwyn Barter, President

APBC

AARON  
GORDON  
DAYKIN  
NORDLINGER

LLP  
FAMILY LAW COUNSEL



By Email

January 29, 2014

Mr. John Strohmaier  
National Representative  
Canadian Union of Public Employees  
jstrohmaier@shaw.ca

McMillan LLP  
1500 – 1055 W. Georgia St.  
PO Box 11117  
Vancouver, B.C.  
V6E 4N7

Attention: Mr. David McInnes

Dear Sir/Madam:

Re: Emergency and Health Services Commission –and- Ambulance  
Paramedics of British Columbia – CUPE Local 873  
(Critical care paramedic job reclassification)  
(Section 86 – Case No. 65817/13T)

---

Please find enclosed the Consent Award, which I have signed.

Thank you very much for your assistance throughout.

Yours very truly,

  
Karen F. Nordlinger, Q.C.

KFN:cs  
Encl.

IN THE MATTER OF THE *LABOUR RELATIONS CODE*, RSBC c. 244

and

IN THE MATTER OF AN ARBITRATION

**BETWEEN:**

**BRITISH COLUMBIA EMERGENCY HEALTH SERVICES  
(BC AMBULANCE SERVICE)**

**(EMPLOYER)**

**AND:**

**AMBULANCE PARAMEDICS OF BRITISH COLUMBIA  
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 873**

**(UNION)**

**Re: Critical Care Paramedic Job Classification Dispute**

**CONSENT AWARD**

**WHEREAS:**

1. The Union filed a grievance (the "Grievance") dated April 24, 2013 which asserted that the Employer "... has reclassified the Critical Care Paramedic (CCP) when they introduced a change to the formerly Air Evac endorsed Advanced Care Paramedic (ACP)".
2. The Grievance was referred by the Employer and the Union to arbitrator Karen Nordlinger, Q.C. for a determination as to whether, in respect of employees working designated Critical Care Paramedic (CCP) shifts and who are licensed under the *Emergency Medical Assistants Regulation* (the "*EMA Regulation*") to the Critical Care Paramedic (CCP) category of licence, there has been a change, or succession of changes, in job content that has materially altered the Critical Care Paramedic job classification in relation to the rate of pay for that classification.

3. Article 23(c) and (d) of the collective agreement in force between the Employer and the Union provides as follows:

(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 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 30 days to a mutually agreed arbitrator who will determine the appropriate rate of pay.

4. The Grievance proceeded to arbitration before the arbitrator on January 20 to 22, 2014.

5. The collective agreement in force between the parties includes a Memorandum of Agreement dated September 11, 2004 (the "2004 MOA"). In the 2004 MOA, the parties provided for a new employee classification in Article 3.3 which provides as follows:

3.3. New Classification

3.3.1. For the term of this Memorandum, the parties have agreed to create the new classification of Critical Care Paramedic (CCP). This classification shall include Critical Care Transport paramedics, Infant Transport Team paramedics, and Air Evacuation paramedics.

3.3.2. Effective the date of ratification, wages for employees qualified as Critical Care Transport, Infant Transport Teams and Air Evacuation positions will be paid a premium of \$1.50 per hour for shifts assigned in that capacity.

6. In 2011, the Emergency Medical Assistants Licensing Board, pursuant to the *EMA Regulation*, began to issue licences in the Critical Care Paramedic (CCP) category of licence under Section 8(1)(e) of the *EMA Regulation*.

7. The work which is performed by employees licensed to the Critical Care Paramedic (CCP) category of licence was previously performed by Advanced Care Paramedic (ACP) licensed employees who had been issued an endorsement by the Emergency Medical Assistants Licensing Board under Section 4 of Schedule 2 of the *EMA Regulation* (such employees referred to in Section 3.3 of the 2004 MOA as "Critical Care Transport paramedics" and "Air Evacuation paramedics").

8. The evidence presented during the arbitration proceeding established that under Article 23 of the collective agreement that there had been a substantive change in job content which materially altered the job classification of Critical Care Paramedic (CCP) paramedics who were licensed to the Critical Care Paramedic (CCP) category of licence under the *EMA Regulation*.

**NOW THEREFORE, BY CONSENT**, and pursuant to the *Labour Relations Code* and the collective agreement in force between the Employer and the Union, **I HEREBY ORDER** as follows:

9. The Employer will, commencing the date of this Consent Award, pay to employees who are licensed to the Critical Care Paramedic (CCP) category of licence under the *EMA Regulation*, a premium of \$4.25 per hour for work performed on designated Critical Care Paramedic shifts.

10. The premium of \$4.25 per hour referred to in paragraph 9 immediately above is in addition to the existing premium of \$1.50 per hour provided for under Section 3.3.2 of the 2004 MOA, which will continue to be paid to Critical Care Paramedics (CCP) for assigned Critical Care Paramedic shifts.

11. The Employer will pay, retroactively, the \$4.25 per hour premium to employees who were licensed to the Critical Care Paramedic (CCP) category of licence for all designated Critical Care Paramedic shifts worked by such employees from April 1, 2013 to the date of this Consent Award.

12. The \$4.25 per hour premium provided for in paragraph 9 above will only be paid to employees who are licensed to the Critical Care Paramedic (CCP) category of licence under the *EMA Regulation* for work performed on designated Critical Care Paramedic shifts. However, employees who hold a licence issued by the Emergency Medical Assistants Licensing Board in the Infant Transport Team category of licence will continue to receive the \$1.50 per hour premium provided for in Article 3.3.2 of the 2004 MOA for all designated Infant Transport Team shifts.

13. In consideration of the compensation provisions provided for in paragraphs 9, 10 and 11 above, the Union and the Employer agree that the Grievance is resolved.

14. Except as necessary to enforce the provisions of this Consent Award, the Union and the bargaining unit employees represented by the Union will have no other or outstanding claims of any kind against the Employer, and no grievances will be filed or further claims advanced by the Union on behalf of any employees against the Employer in respect of the matters arising in and pertaining to the Grievance.

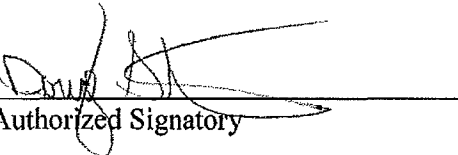
15. The settlement incorporated into this Consent Award is without precedent and without prejudice to any other matter or circumstances at any time in the future pertaining to or involving the Employer or the Union, other than with respect to the Grievance.

16. Arbitrator Karen Nordlinger, Q.C. will retain jurisdiction to address any issues which may arise concerning this Consent Award and the Grievance.

Dated at Vancouver, British Columbia this 29 day of January, 2014.

  
Karen Nordlinger, Q.C.  
Arbitrator

**BRITISH COLUMBIA EMERGENCY  
HEALTH SERVICES**

Per:   
Authorized Signatory

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

Per:   
Authorized Signatory

## **MEMORANDUM OF AGREEMENT**

**Between**

**Health Employers' Association of BC (HEABC)**

**And**

**Facilities Bargaining Association (FBA)**

**Re: Resolution of Issues Regarding Implementation of the Community Paramedic Position**

**Whereas:**

- a) **During 2014 negotiations between HEABC and the FBA of the Health Services & Support Facilities Subsector Collective Agreement, BCEHS (the "Employer") provided notice to CUPE 873 (the "Union") of its intention to create one or more new Community Paramedic classifications; and**
- b) **The parties committed to further discussion to address any necessary amendments to the 2014-2019 BCEHS/CUPE 873 Addendum (the "Addendum") to create the new classification.**

Therefore, the parties agree as follows:

1. The newly created classification of 'Community Paramedic' shall be based on a minimum of the Primary Care Paramedic ("PCP") – IV license level.
2. The Community Paramedic classification shall be paid the applicable full-time paramedic wage rate, including any applicable shift differential and / or adds to pay.
3. Until such time as the initial 80 FTEs are implemented, employees who are licenced as PCP-IV, or greater, shall be deemed qualified for Community Paramedic positions. The Employer will identify the required license level for any given Community Paramedic position at the time of posting.

Selection for Community Paramedic positions shall be determined based on the criteria and selection process established under the 2014-2019 Addendum, as outlined in the Community Paramedicine language 5(a) and 5(b)(i)-(vi). Employees occupying Community Paramedic positions shall be deemed qualified and suitable, for the selection process as outlined in 5(b). Such employees, on application, shall be appointed to vacancies on the basis of service seniority or date of hire, in the order defined in 5(b)(i)-(iv).



4. A current part-time employee who successfully bids into a regular part-time Community Paramedic position (as per the 2014-2019 Appendix) will accrue seniority on an hourly basis. 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 Community Paramedic position will be credited once the employee has successfully bid into a full-time position. Part-time employees who successfully bid into a regular part-time Community Paramedic position will no longer be subject to Article F3.01(a) of the Addendum.

Full-time employees who successfully bid into a regular part-time Community Paramedic position will maintain their existing seniority and build upon it hourly.


Where the parties agree to a different seniority accrual method for part-time employees following the implementation of this MOA, that agreement shall prevail and this term will be of no force and effect.

5. Regular part-time Community Paramedic positions will be regularly scheduled work. The Employer will define the working days and applicable shift pattern at time of posting. At no time will regular part-time Community Paramedic positions be scheduled in an 'irregular employee' fashion.
6. Regular full-time, regular part-time, or on-call standby part-time employees who relocate to a community as per (b)(iv) and (v) of the Community Paramedicine language outlined in the Appendix will be reimbursed by the Employer for reasonable relocation expenses pursuant to Article 13.06(b) of the Addendum.
7. As agreed between the parties in the Memorandum of Agreement Re: Regular Part-time Employees – Community Paramedicine Program, until March 31, 2016, regular part-time employees shall be eligible for health and welfare benefits defined in the Appendix on the same basis as regular part-time employees under the Facilities Collective Agreement except that regular part time employees must occupy a position of 0.5 FTE or greater to be eligible for Long Term Disability Benefits. HEABC and the FBA will meet to discuss continued benefit eligibility for regular part-time employees within a Community Paramedic position prior to March 31, 2016. It is also understood that if the parties are unable to agree on a modification to benefit eligibility, then the eligibility criteria defined in Article (6) of the 2014-2019 Addendum shall continue until the parties reach agreement on any changes.
8. Employees who post into a Community Paramedic position shall serve a probationary period as per Article 11.08 of the Addendum. An employee who fails a probationary period will be returned to a suitable paramedic vacancy in their previous post.

9. Excluded employees shall be considered as external applicants for any Community Paramedic postings.
10. Effective the date of signing of this MOA, the Employer and the Union shall meet every six months, or as otherwise agreed, to review the status of the implementation of the Community Paramedicine program, scope, roles and responsibilities and job classification of the Community Paramedic position.

In the event that either party disagrees on the roles and responsibilities of the Community Paramedic position being encompassed within the roles and responsibilities of the existing classification, or believes there is a change in content that materially alters the job classification in relation to the rate of pay for the existing classification, then the matter will be referred to a binding arbitration process, before Arbitrator Vincent Ready, within 45 days. Such referral to arbitration will not occur before March 31, 2017. In the event that a higher wage rate is awarded based on the initial Community Paramedic classification(s), the increase shall be applied retroactively to the first date worked in the Community Paramedic role. If it is determined that a change in content materially altered the job classification, wages shall be retroactive to the date when the alleged changes were implemented.

Signed this 10 day of November, 2015.



Adrienne Hook, on behalf of HEABC



Jennifer Whiteside, on behalf of FBA



**Tel:** 604-273-5722 | **Fax:** 604-273-5762 | **Toll Free:** 1-866-273-5766 | **Toll Free Fax:** 1-866-273-5762  
105 - 21900 Westminster Hwy., Richmond, BC V6V 0A8  
info@apbc.ca | www.apbc.ca

July 17, 2017

Ms. Barb Fitzsimmons  
Chief Operating Officer  
BC Emergency Health Services  
P.O. Box 9600, Stn. Prov. Govt.  
Block C, 2261 Keating X Road  
Victoria, BC V8W 9P1

Attn: Mr. Kevin Payne, Director – Labour Relations

Dear Kevin:

**Re: Community Paramedic Three-year Lock-in**

The Union is in receipt of the Employer's letter dated July 6, 2017 which arises out of the collaboration between the Ambulance Paramedics of BC, and BC Emergency Health Services Commission.

The following conditions will apply to the Community Paramedic 3-year lock-in:

1. The "lock in" period referred to in the 2014-2019 Addendum Community Paramedicine Language article (b)(iv) and (v) and Implementation MOA will be considered for relocation expenses only.
2. Based on this application, employees will be eligible to change locations, per the 2014-2019 Addendum language, but will not receive relocation expenses if they have previously received a paid relocation in the 3-year lock-in period, as defined.
3. The application of this agreement will continue until the conclusion of the 2019 bargaining.

The Union accepts and agrees to the terms and conditions as per the Employer's letter dated July 6, 2017, with amendments made within the body of this letter, on a without prejudice basis per Article 8.05 of the Collective Agreement.

Sincerely,

Jason Jackson  
Provincial Recording Secretary  
Ambulance Paramedics and Emergency Dispatchers of BC  
CUPE Local 873

Cc: Provincial Executive Committee, APBC

April 20, 2016

Mr. Cameron Eby  
Provincial Recording Secretary  
CUPE Local 873  
Ambulance Paramedics of BC  
Unit 105 – 21900 Westminster Highway  
Richmond, BC V6V 0A8

Cliff: 1024864  
File: 9300-01

**Without Prejudice or Precedent**

Dear Mr. Eby:

In acknowledgement that the parties have had several discussions on the selection of Community Paramedics and that an agreement in principle was reached at the meeting of January 20, 2016; I write to confirm the selection criteria to be used in the first round of postings for the Community Paramedic jobs.

1. Applicants who meet the required qualifications as stated in the posting and listed below will be asked to participate in a short on-line behavioral tool (“Elite Healthcare Profile”) to assess suitability. This is the same tool that was previewed with the union at the meeting of January 20, 2016.

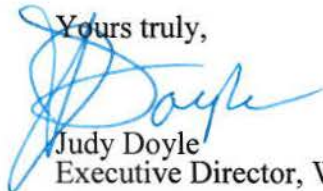
Bargaining Unit Employee  
PCPIV qualified by the closing of the posting  
Class 1, 2, or 4 Drivers License  
Satisfactory Work Record

2. Applicants who achieve a threshold pass of 60% on the assessment tool will be scheduled to attend an oral interview. Applicants must achieve a minimum of 60% threshold pass on the oral interview.

3. The available CP positions will be offered in descending order as stated in the 2014-2019 BCEHS/CUPE 873 Addendum, subsection (b)(i-vi) and by seniority to those who are deemed qualified and suitable pursuant to the above noted criteria.

It is anticipated that the first round of postings will occur by the end of April. We will confirm the exact date once finalized and will keep the union abreast of the progress in filling these jobs.

Yours truly,



Judy Doyle  
Executive Director, Workplace Network & Strategic Labour Relations

cc: Nancy Kotani, Executive Director, Strategic Planning & Implementation  
Michelle Green, Advisor, Talent Acquisition, PHSA

## LETTER OF UNDERSTANDING

The parties acknowledge the personal cost and commitment in achieving the training level of PCP or ACP.

When an employee is participating and attending a Primary Care Paramedic (PCP) or an Advanced Care Paramedic (ACP) course from an approved training agency the following principles will apply to the application of F3.01:

1. Employees will report training days to the Unit Chief every month at the same cut-off date as submission of availability.
2. Each training day will be recognized as one shift of availability.
3. Employees impacted by any previous interpretation of this clause will apply to Human Resources with their training information to have their date re-adjusted. This must be completed by August 31, 2005.
4. The Parties agree any lateral transfer effected to date will not be impacted by this agreement.
5. This agreement does not impact the previous LOU regarding F3.01 signed January 27, 2005.
6. This agreement is effective November 15, 2004.

Bronwyn Barth  
For the Union

Andrea Noel  
For the Employer

May 17/05  
Date

May 19, 2005  
Date

**September 13, 2005**

**LETTER OF AGREEMENT**

**BETWEEN:**

**BRITISH COLUMBIA AMBULANCE SERVICE  
(the "BCAS")**

**AND:**

**AMBULANCE PARAMEDICS OF BRITISH COLUMBIA, C.U.P.E. LOCAL 873  
("APBC")**

**Re: PCP "DEEMED QUALIFIED" - ARTICLE F4.02(b)**

**PREAMBLE:**

- (A) Article F4.02 (b) restricts affected Part-time employees to lateral transfer until they become 'qualified' to the appropriate training level, which was established by the Parties in the MOA.
- (B) Due to unforeseen implementation issues there has been a delay in MOA 3.6.7, in regards to training. This delay has caused the affected employees to still remain 'unqualified' restricting them to exercise their right to lateral transfers.
- (C) Article F3.08 further restricts the affected employees in regards to scheduling. An 'unqualified' employee doesn't get fair and equitable access to shifts.
- (D) The Keras Settlement Award recognized the absence of training and granted those hired under the 11<sup>th</sup> agreement as 'deemed qualified'. MOA 3.6.9 and 3.6.10 defines qualified but makes no room for those who are forced to be 'unqualified' due to lack of training.

As a result of the forgoing the parties recognize the impact these Articles have caused on the affected employees and the following principle will apply to the application of F4.02 (b) and F3.08:

- a) From the date of signing of this agreement forward, those employees who are recognized, as per the terms of the MOA, to be eligible for the PCP Training referred to in MOA 3.6.7, will be considered 'deemed qualified' for the purpose of scheduling and lateral transfers.
- b) It is understood the deemed qualified status identified in (a) above will be in place until the individuals captured have: completed their PCP training, been deemed unsuccessful in PCP training, or declined PCP training once. The terms of the Keras Award continue to apply to those entitled to training under that award.

- c) Employees licensed to the EMR level, will be considered ‘deemed qualified’ for the purpose of scheduling and lateral transfers within Remote designated posts pursuant to 4.2.7 of the MOA
- d) 4.3.13 (c) of the MOA is clarified to accept applicants in the following order:
  - 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.
- e) Subject to (d) above, employees licensed to the EMR level, will be considered ‘deemed qualified’ for the purpose of scheduling within Rural designated posts pursuant to 4.3.13 of the MOA.
- f) This agreement is without prejudice to either parties position with respect to PCP training and employees hired after signing of the MOA.
- g) This agreement is effective on the date of signing.

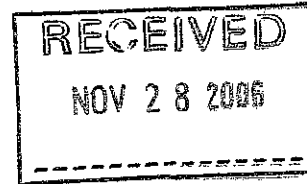
Dated for reference September 13, 2005.

British Columbia Ambulance Service

Ambulance Paramedics of BC

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\_\_\_\_\_  
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November 23, 2006

Mr. Tom Manz  
Provincial Secretary Treasurer  
Ambulance Paramedics of BC  
CUPE Local 873  
Unit 2270 - 21331 Gordon Way  
Richmond, BC V6W 1J9

Cliff: 671898  
Without Prejudice or Precedent

Attention: Andrew Billing

Dear Mr. Billing:

**Re: Request for B List Agreement**

Attached as requested is a signed copy of the "B" list Memorandum of Understanding pertaining to Scheduling of EMA Staff into Vancouver Dispatch.

Yours truly

Rob Lennox  
Regional Manager Human Resources – Lower Mainland

pc: Michael Sanderson, Executive Director, Lower Mainland  
Robin Doull, Director, Vancouver Regional Communications Centre



## Memorandum of Interpretation

### Scheduling of EMA Staff into Vancouver Dispatch

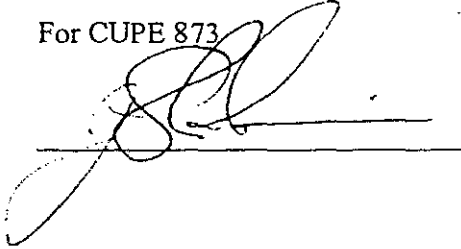
There remains an ongoing need to schedule EMA staff from their normal "on-car" position into the Vancouver Dispatch in support of operational needs.

For the purposes of clarity, and to assist in managing any disputes arising from the scheduling of these individuals into the Vancouver Dispatch, the parties agree that the following interpretation will be placed on Schedule A, Part A1.01, as relates to scheduling and compensation for time worked.

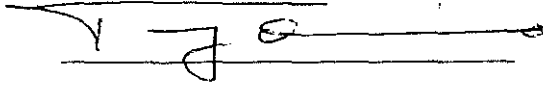
1. An irregular employee shall not have Alpha shift premium for on-car shifts in a block reduced solely as result of agreement or requirement to work in dispatch. If they would have otherwise been entitled to the Alpha shift premium the move into dispatch on a different shift pattern will not reduce the entitlement for the on-car shifts in that block
2. Where an employee agrees in advance of their on-car shift to be rescheduled into the dispatch, the dispatch shift, and the normal hours of the dispatch shift, shall be considered to be their normal shift for that date.
3. Where a crew member is scheduled to work on-car in a 4 on – 4 off pattern in accordance with A1.01 (d) (i) or (iv) or (v) (Alpha, or Bravo, or Bravo/Charlie), and they are instead scheduled into dispatch to work, they will be scheduled into a 4 on – 4 off dispatch shift in accordance with A1.01 (e) (iii). To facilitate this:
  - Rather than being paid 12 hours at the applicable regular EMA rate, the crew member will be paid 10 hours at the applicable regular Dispatch rate.
  - The employer will attempt to have the Dispatch shift concluded within the designated 10 hours.
  - Where operationally required the crew member may be required, at Charge Dispatcher discretion, to stay for the balance of the full normal 12.5 hour dispatch shift. In the event this occurs the employee would be entitled to 2.5 hours overtime at the dispatch rate
  - In summary, where the employee is moved from an 11 or 12 hour regular on car shift to dispatch their shift will be replaced by a 10 hour dispatch shift and they will be paid:
    - a. 10 hours at the applicable regular dispatch rate if they work 10 hours in dispatch;  
or
    - b. 10 hours at the applicable regular dispatch rate, plus hours worked in excess of 10 at the applicable overtime dispatch rate, if they work longer than the 10 hour dispatch shift.
4. Where a crew member is scheduled to work on-car in a 4 on – 3 off shift pattern (10 hour shift) in accordance with A1.01 (d) (iii) (Echo), and they are instead scheduled into dispatch to work, they will be scheduled into a 10 hour shift in dispatch. The applicable dispatch hourly rate will be paid. Any time worked in excess of the 10 hour shift will be paid at the applicable overtime dispatch rate.

5. Where a crew member is scheduled to work on-car on a shift pattern that includes five seven hour shifts per seven day block (Delta) in accordance with A1.01 (d) ii), and they are instead scheduled into dispatch to work, they will be scheduled into a 7 hour shift in dispatch. The applicable dispatch hourly rate will be paid. Any time worked in excess of the 7 hour shift will be paid at the applicable overtime rate.

For CUPE 873

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the bottom, positioned above a horizontal line.

For the Employer

A handwritten signature in black ink, appearing to be a stylized name or set of initials, positioned above a horizontal line.

## Example of Comparison of Pay Entitlements

As demonstrated below, with use of the EMA2/P2 3 year rate and the Dispatcher 3 year rate for purposes of comparison:

- Where an Alpha or Bravo shift on-car employee is scheduled into dispatch for the equivalent 10 hour shift their daily earnings for the 10 hour shift are almost identical to what they would have been for their 12 hour on-car shift.
- Where the Alpha or Bravo shift on-car employee is held for the full 12.5 hour dispatch shift, including 2.5 hours overtime beyond the 10 hour shift, their daily earnings would be:
  - About \$40 more than we would have paid to a regular dispatcher working the full 12.5 hour shift at regular dispatch rate of pay.
  - About \$150 less than we would have paid to a regular dispatcher working the full 12.5 hour shift at overtime or recall rate of pay.

Using the April 1, 2002 rates:

	Alpha	Bravo
Original Crew Sched Hrs	12	11
EMA 2 / Yr 3 Rate	\$ 25.565	\$ 25.565
EMA 2 Shift Earnings	\$ 306.78	\$ 281.22

### Sched to Disp instead of On Car

Replaced by Disp 4/4 Hrs	10	10
Disp Yr 3 Rate	\$ 30.819	\$ 30.819
Disp Shift Earnings	\$ 308.19	\$ 308.19

### If Shift extended to 12.5 Hours rather than 10

Overtime Hours	2.5	2.5
Disp Yr 3 Rate	\$ 30.819	\$ 30.819
OT Shift Earnings @ 1.5x	\$ 115.57	\$ 115.57

### Crew Member Earnings in Dispatch

Shift Earning if no OT	\$ 308.19	\$ 308.19
Variance from Crew Earning	\$ 1.41	\$ 26.98

Shift Earning with 2.5 hr OT	\$ 423.76	\$ 423.76
Variance from Crew Earning	\$ 116.98	\$ 142.55

### Costs If Covered by Reg Dispatch Staff

Cover by Disp @ Reg Time	\$ 385.24	\$ 385.24
Cover by Disp @ 1-1/2 x	\$ 577.86	\$ 577.86

LABOUR RELATIONS CODE  
(Section 84 Appointment)  
ARBITRATION AWARD

AMBULANCE PARAMEDICS OF BRITISH COLUMBIA,  
C.U.P.E. LOCAL 873 (APBC)

UNION

EMERGENCY AND HEALTH SERVICES COMMISSION  
(BRITISH COLUMBIA AMBULANCE SERVICE)

EMPLOYER

(Re: Article 13.04(b) - Dispatch Initial Appointment Lock-in Date)

---

Arbitration Board:	James E. Dorsey, Q.C.
Representing the Union:	Sherman Hillier
Representing the Employer:	Nancy Grendel
Date of Hearing:	January 31, 2008
Date of Decision:	February 15, 2008

## Contents

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## 1. Grievance and Jurisdiction

[1] The union grieves the employer is incorrectly using the date of completion of Dispatcher or Call Taker training, instead of the first day the employee reports to work, as the "initial appointment date" under Article 13.04(b), which states:  
 "Employees may not bid out of their initial appointment to a Dispatch position for at least three years following such appointment."

[2] The employer's Step 3 reply to the grievance states, in part, as follows:

It has been our consistent past practice to calculate the three year lock-in contemplated in *Article 13.04(b)* from completion of Dispatcher or Call-Taker training. Indeed, a "purposive rendering" of *Article 13.04* finds three anticipated statuses: trainee; successful trainee appointed to a dispatch position; unsuccessful trainee.

When this language was negotiated it was to ensure BCAS received a return-service-commitment as a *quid pro quo* for the cost of providing the training and of paying wages during said training. It was never contemplated that a Dispatcher or Call-Taker would serve, say, only two to two-and-a-half years after receiving the paid training. Rather the intention was always to secure from successful trainees a full three years of service upon their appointment "to a Dispatch position", as distinct from a "trainee position" in a Dispatch Centre.

Meanwhile, it has also been our practice that employees who complete Call-Taker training and then proceed to Dispatcher training will have their lock-in in their Dispatch centre calculated from the Call-Taker training completion date. These applications are analogous to the application of *Schedule A2.01(a)(ii)* where it spells out that a Dispatcher does not start probation until their training is complete.

[3] The union and employer agree I am properly constituted as an arbitrator under their collective agreement and the *Labour Relations Code* to finally decide the merits of the grievance.

## 2. Background to Grievance

[4] The language in Article 13.04(b) was proposed by the employer and accepted by the union for inclusion in the 12<sup>th</sup> Collective Agreement signed in May 2001. At the same time, the union and employer agreed to amend the entire

Article 13.04 by adding an introductory clause to (a) and subsections (b) and (c) as follows:

13.04 Selection Process for Full-Time Dispatcher

- (a) **Where there are no Dispatch qualified or insufficient Dispatch qualified applicants for a Dispatcher posting**, the Employer shall give equal consideration to knowledge and skill to a total of 90%. Seniority shall be weighted based on 1% for each completed year of full-time service to a maximum value of 10%. The successful candidate(s) shall be employee(s) with the highest total score.
- (b) **Employees may not bid out of their initial appointment to a Dispatch position for at least three years following such appointment.**
- (c) **Employees who are unsuccessful in Dispatch training may not reapply for three years.**

[5] The union and employer also agreed in 2001 that: "Part-time employees shall be selected for dispatch training in accordance with Clause 13.04" (Article F3.02(b)). Further:

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 years. Employees will return to their former post without loss of position on the short-notice rotation list. (Article F3.02(c))

[6] **Emergency Medical Dispatchers and Charge Emergency Medical Dispatchers** work in four Communication Centres in British Columbia responding to requests for ambulance service. Their task is to maximize the efficient and effective deployment of resources.

[7] Work in a Communications Centre is unique to the B.C. Ambulance Service and requires specific training provided by the employer in sessions conducted two or three times a year. Employees who are not qualified but successfully compete for positions in dispatch continue in their current position until the next training session commences.

[8] In May 2004, the union and employer agreed to the creation of the classification of Emergency Medical Call Taker. They respond to calls requesting ambulance service; when required, refer calls to Dispatchers; and perform transfer service duties. It was agreed full-time Call Takers would be selected in accordance with the criteria in Article 13.04(a) and that "Article 13.04(b) will be applied to the initial appointments to a Dispatch position - a Call Taker, Dispatcher

or a combination of both positions within a Dispatch Centre.”

[9] The first phase of dispatch training is classroom instruction for two weeks, a practicum period and examination. On completion of this training, an employee is signed off as a Call Taker and begins working independently as a Call Taker. The employer treats this as the “initial appointment to a Dispatch position” because Dispatchers have to be signed off as Call Takers.

[10] There is a second phase of training for Dispatchers that includes classroom instruction, a practicum with mentoring and an examination. The employee’s six month probationary period as a Dispatcher commences on successful completion of the training and beginning to work independently as a Dispatcher (Articles A2.01(a)(ii) and F9.00(a)(ii)). Dispatcher training can take from three to twelve, or more, months. The timing of the training sessions and the time to complete the practicum/mentoring portion will determine the duration. Delays can happen because of a shortage of preceptors to mentor. The instructor and material costs to train a Dispatcher is \$23,000. Wages and benefits can cost between \$15,000 and \$77,000.

[11] The employer employs approximately 3,200 bargaining unit employees and generally hires new employees as part-time paramedics in remote or rural stations. To become full-time, the part-time employees apply for full-time irregular positions in the Lower Mainland to obtain the seniority to achieve a full-time regular paramedic position. It currently takes four and one-half years part-time employment to achieve a full-time position. The number of years has been higher in the past. Higher seniority is required to obtain a full-time regular position at desirable locations outside the Lower Mainland.

[12] Some paramedics choose to obtain full-time regular status in Dispatch as a quicker route to a full-time paramedic position. In collective bargaining in 2000 and 2001, the employer’s concern was the lost investment in employees who received dispatch training and full-time status and then immediately moved to a full-time paramedic position. The union’s concern was that this “back-alley” avenue allowed less senior paramedics quicker access to full-time paramedic positions. The employer proposed the three year lock-in period in Article 13.04(b) to gain a return

on its investment in training and to improve retention of Dispatchers.

[13] In the 2004 negotiations, the union and employer agreed to a new lock-in provision to address turnover in paramedic positions. Article 13.01(d)(iii) provides that employees appointed to "full-time Paramedic or EMA 1 positions ... may not bid out of such appointment for at least three years." An unintended consequence of this lock-in was a reduction in the number of paramedics willing or eligible to apply for vacancies at certain stations that attract a limited number of candidates.

[14] To remedy this, the union and employer agreed to provisions that addressed the employer's concern about relocation and training costs. Article 13.01(i) of the 11<sup>th</sup> Collective Agreement, which was not carried forward to the 12<sup>th</sup> Agreement, stated:

(i) Employees in EMA III Programmes

Employees enrolled in an EMA III programme may not bid out of such programme until at least three years following graduation, unless approved by the Employer. However, EMA III's may bid to a position of the same classification or to a promotion within the three year period.

And in September 2005, the union and employer agreed to amend Article 13.02(d)(iii) to state as follows:

Excluding promotions in accordance with 13.03(a)(b), and selection in accordance with 13.04, employees who successfully bid and are appointed to full-time Paramedic, EMA 1, or Supervisory positions pursuant to Article 13.01(d), 13.03(c) or Schedule F3.04(a), and have had a paid move within the previous three years shall not be entitled to relocation expenses as outlined in Clause 13.06(b).

[15] At the same time, a training commitment replaced a period of position lock-in. It was agreed employees who receive paid Advanced Care Paramedic, Primary Care Paramedic or Emergency Medical Responder training are required to make a three year commitment "in the post where they were appointed and selected for the training position." If they transfer before completing the training commitment, the employee must reimburse the employer for training tuition fees on a prorated basis. At the time, more employees were paying for their training for desirable ACP positions and the employer was hiring trained external candidates.

[16] There is no external source for trained Dispatchers, whose training is unique to the British Columbia Ambulance Service. Approximately one-third of the



dispatch candidates do not complete training. Some employees post into other positions during training. When they do, they withdraw from training and return to their former post and status.

[17] From March 2005 to September 2007, fifty-two employees completed Call Taker and/or Dispatcher training; fourteen employees failed; and eleven withdrew. Employees who does not successfully complete or withdraw from training are placed in a position at their previous post and status.

[18] The employer has had, and continues to have, difficulty recruiting and retaining employees in dispatch. Fewer employees are applying and fewer are interested in staying in dispatch. To meet its operational needs, the employer reassigns to dispatch employees in paramedic positions who have been signed off as having dispatch qualifications. Currently, five employees in dispatch who have posted to paramedic positions are reassigned to work on a project in dispatch until the end of May.

[19] In 2001, the employer selected fifteen applicants with part or full-time seniority dates from November 1979 to April 2001 for full-time Dispatcher positions with start dates from December 2001 to January 2003. In August 2002, the employer selected eleven applicants with part-time seniority dates from February 1995 to December 1997 for full-time Dispatcher positions to commence October 28, 2002 and six with part-time seniority dates from November 1996 to October 1997 to start January 20, 2003. This was before the Call Taker classification. For the unqualified applicants, the "initial appointment" dates were when signed off as Dispatcher on completion of training.

[20] Call Taker training is normally for a two week period. In January 2004, the employer posted internally for ten full-time Call Taker positions. Selection was in accordance with Article 13.04. The successful applicants had part-time hire dates from October 1988 to January 2001 and were subject to the three year lock-in.

[21] The letters sent to successful candidates are not consistent in stating that successful completion of a training program is required and identifying the milestone dates in the training and appointment process.

[22] Michael Boyarski was hired as a part-time paramedic February 4, 1998. On March 3, 2004, he was accepted as a full-time, irregularly scheduled Call Taker at the Vancouver Communications Centre to start March 22, 2004. He was accepted as a full-time irregularly scheduled Dispatcher on January 5, 2005 and a full-time regularly scheduled Dispatcher on November 24, 2005.

[23] Mr. Boyarski was not signed off as having completed his Call Taker training until June 22, 2004 because there were not sufficient preceptors available for mentoring during his period of training. The employer determined the three year lock-in commenced June 22<sup>nd</sup>. The union says the "initial appointment" is three months earlier on March 22<sup>nd</sup>, the date he achieved full-time seniority. The difference in date became important in 2007 when Mr. Boyarski was disqualified from applying for a full-time paramedic position because of the three year lock-in.

[24] In May 2007, the employer posted for twenty-four Call Taker Trainees to begin training in September 2007 and January 2008. The posting was open to current employees and external applicants. The employer's reason for extending dispatch vacancy advertising to external applicants was outlined in a letter to the union from Sandra Noël, Director, Human Resources dated February 26, 2007.

### **3. Union and Employer Submissions**

[25] The union's submission is succinct and based on the value placed on seniority. It submits the agreed three year lock-in period in Article 13.04(b) should not diminish, and was not intended to diminish, the exercise of seniority rights and privileges. All full-time benefits begin when full-time seniority begins. That is the date of the initial appointment for external candidates and must be the date of initial appointment for all candidates.

[26] The employer submits completion of training and sign-off as a Call Taker for both Call Taker and Dispatcher positions is the intended date of initial appointment. It is at that time the employee is qualified to work independently and probation starts. The definition of "appointment" and the use of the term recognize an employee has to be authorized and able to perform the full duties of the job. This was clarified in 2004 with the creation of the Call Taker classification accepted as

the initial appointment to "a Dispatch position."

[27] The employer submits Article 13.04 speaks to Dispatchers who are not qualified for the position and intends that "their initial appointment to a Dispatch position" is when they achieve qualification to work alone. Until that time, they are trainees and not Dispatchers. The employer determines the minimum qualifications for a Dispatcher under Article 23.01(b) and sign-off is a minimum qualification. The 2004 agreement was to avoid having Call Takers who progress in dispatch from having to restart or repeat the three year lock in period.

[28] The employer submits the training period is simply an extension of the selection process for this position, similar to the probationary period is for other positions. This is consistent with the approach in *British Columbia Ambulance Service* [2006] B.C.C.A.A.A. No. 160 (Hope). That dispute was over the employer's right to limit lateral transfers of Unit Chiefs to those who had completed probation in their existing positions. Arbitrator Hope determine the negotiators of the 12<sup>th</sup> Agreement had "failed to address whether Article 13.03(c) [a new provision] had application to probationary supervisors" (¶ 31). He concluded:

A supervisory employee who remains subject to that period of testing can't be seen as "occupying" the position in question or as "qualified" for the classification to which the position has been assigned. The interpretation advanced by the Union would ignore that general industrial relations reality in favour of the conclusion that employees who are on probation in a supervisory position can be seen as "occupying" that position regardless of their probationary status and can be seen as "qualified" in the supervisory classification despite the fact that they have failed to complete their probationary period.

In terms of the test in *Andres Wines*, it cannot be seen as likely that the parties would ignore the probationary status of newly appointed supervisors in the administration of Article 13.03(c). I conclude on the facts and the arbitral authorities that the Union failed in these proceedings to establish that the mutual intent of the parties was to grant a right of lateral transfer to supervisors who are on probation. The parties were agreed that the fact of probation does not prevent probationary supervisors from competing under Article 13.03(b) for a supervisory vacancy but the language, read in context, does not support a right to claim such a vacancy on the basis of service seniority. In the result, the grievance is dismissed. (¶ 47 - 48)

[29] The employer submits probation does not commence for Dispatchers until the training is completed (Articles A2.01 and F9.00). The same intent is expressed

in Article 11.08(a) which states: "For the purposes of this Clause, the first six months of employment shall not include any time spent by a probationary employee on a Paramedic or Dispatch training course ...."

[30] The employer submits "appointment" means having the authority to discharge the duties of a Dispatcher and that does not occur until sign-off. This is consistent with the use of "appointment" elsewhere in the collective agreement (Articles 11.08; 11.09; F4.04; and 11.10). Only in circumstances where the employee has the necessary qualifications to perform the job and training is not required is "appointment" effective immediately (Articles 13.01(d)(iii); 13.02; 13.03; and 13.05).

[31] The employer submits employees are locked-out from reapplying for three years under Article 13.04(c) when they fail or withdraw from training. Those employees cannot be both locked-in from the date they start training and locked-out from the date they fail or withdraw. The recognition that an employee can be unsuccessful in Dispatch training is recognition that Dispatch training is distinct from an appointment to a Dispatch position.

[32] The employer submits employees acquire full-time status when they commence training, but they revert to their former post and usually part-time status if they fail or withdraw. This reflects the fact they have not been "appointed" to the full-time position until they complete training. It would be absurd to say they were locked-in to full-time status and could not withdraw from training and revert to their former post and status.

[33] The employer submits the consistent lock-in and lock-out period through the various provisions of the collective agreement is three years. The employer intended and the union agreed the employer would have the benefit of its investment in training and could plan on having a newly qualified Dispatcher in the position for three years, not two and one-half years or a shorter term.

#### **4. Discussion, Analysis and Decision**

[34] The determinative words to be interpreted in Article 13.04(b) are "initial appointment to a Dispatch position." It is somewhat anomalous that the intended

meaning and shared intention in using these words, first negotiated in the 12<sup>th</sup> Agreement in 2001, was not disputed until this grievance in 2007 when the sign off as a Call Taker in dispatch could be achieved at an earlier time in the training process than sign off as a Dispatcher could have been achieved prior to the creation of the Call Taker position in September 2004.

[35] The union and employer are acutely aware of the competitive tensions at play as individual paramedics seek to exercise seniority and transfer rights to achieve full-time regular status in the position and at the post they desire while the employer faces recruitment and retention challenges for critical positions in a constantly changing environment.

[36] Lock-in and lock-out provisions, restricting the full exercise of seniority rights, seek to balance the interests of the employer and employees and their shared interests in the quality of consistent service they provide to the public.

[37] The current circumstance was not expressly contemplated when Article 13.04 was negotiated in 2001. The administration and application of Article 13.04(b) was expressly addressed in May 2004 in a Memorandum on Call Taker selection issues. The May 2004 agreement expressly focused on the "initial appointment" to a Dispatch position without addressing the difference presented in this grievance. There was no amendment in the September 2004 Memorandum of Agreement extending the collective agreement to 2009.

[38] The "initial appointment" is an ambiguous phrase and extrinsic evidence to aid in the interpretation of Article 13.04(b) is the operational context and purposes for which it was agreed there would be a lock-in for dispatch positions. That evidence provides an understanding of the balance the union and employer sought to strike and the mischief sought to be addressed.

[39] The pre-appointment sequence for unqualified employees for dispatch positions is vacancy posting; application and competitive selection; notification to successful applicants; identification of start dates to coincide with a training course schedule; and employees reporting for training. Employees acquire seniority and benefits when they report for training, but they are not qualified to work and cannot

discharge the duties of a dispatch position. Until the employees complete the initial phase of training and are signed-off as a Call Taker with the authority to work independently in that position, they cannot be said to have been appointed to a Dispatch position. Until then, they could fail or withdraw and never work independently in a Dispatcher position.

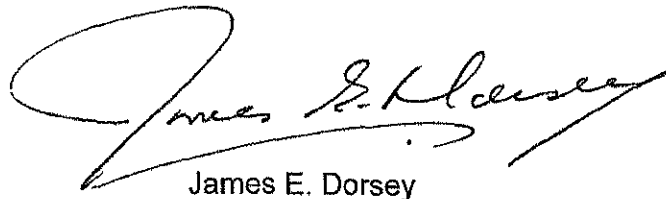
[40] The bargained lock-in restriction on the exercise of seniority arises when the successful candidate for a Dispatch position has completed training, qualifies and commences working independently in a position. Until that time, internal candidates in training can choose to compete for another position or revert to a former post and status with no loss of rights they had before reporting for training.

[41] Successful completion of training secures a seniority and full-time status almost all candidates did not have before. The price is a three year locked-in commitment to a position for which they have been specifically trained by the employer, who can plan on having the benefit of the training investment for a minimum of three years.

[42] This interpretation is consistent with the language of Article 13.04, the broader scheme of the collective agreement and the shared and competing interests of the union and employer.

[43] The date of the "initial appointment to a Dispatch position" under Article 13.04(b) is the date an employee is signed-off to work as a Call Taker. The grievance is dismissed.

FEBRUARY 15, 2008, NORTH VANCOUVER, BRITISH COLUMBIA.



James E. Dorsey

Letter of Agreement between  
British Columbia Ambulance Service [BCAS]

AND

Ambulance Paramedics of BC CUPE Local 873 [APBC]

Clause 13:04(b) of the 12<sup>th</sup> Collective Agreement states:

*Employees may not bid out of their initial appointment to a Dispatch position for at least three years following such appointment.*

It is agreed and understood between BCAS and APBC that for the movement of Dispatch Staff between Dispatch Operations Centres the following interpretation of Article 13.04(b) applies:

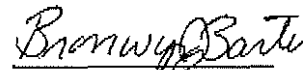
*Dispatch staff may bid out of their initial appointment to a Dispatch position to positions in other BCAS Dispatch Centres during the three years following such initial appointment.*

Prior to application for a new dispatch position, staff must complete and be successful in training for their initial appointment and probationary periods must be completed prior to the closing date of that posting. Staff who transfer will complete the balance of the three year commitment in the new centre. The language of clause 13:04(b) remains unchanged and applies to staff wishing to bid on a position outside of Dispatch Operations within the three year time period from initial appointment.

NB Dispatch positions will continue to be posted in the customary fashion and employees must apply for all positions through that process.

This agreement is effective 18<sup>th</sup> November 2010 and remains in effect for the term of the current collective agreement.

  
For BCAS

 Nov. 24/10.  
For APBC

## APBC/BCAS Dispatch Supervision Working Group Dispatch Officer Recommendations

A meeting was held between representatives of the Ambulance Paramedics of British Columbia, C.U.P.E. Local 873 and BCAS Lower Mainland Region Management on July 17, 2007 to discuss the position of Dispatch Officer.

This meeting was held pursuant to the Memorandum of Understanding – Dispatch Supervision dated May 2005.

The relative benefits to the Lower Mainland Dispatch Centre's operation by having Dispatch Officers was reviewed and it was determined that there is sufficient benefit to warrant the establishment of these positions on a permanent basis.

The following recommendations were arrived at by consensus of the group and are respectfully submitted to the Provincial Joint Labour Management Committee pursuant to article 8.05 of the 12<sup>th</sup> Collective Agreement and MOA:

- 1) That the position and classification of Dispatcher Officer be established on a permanent basis.
- 2) That there be one Dispatch Officer on each of the five pre-hospital dispatch teams and one assigned to the Transfer Management Office within the Lower Mainland Communications Centre.
- 3) That a new pay classification be created for Dispatch Officer. The compensation to be 212.00 biweekly added to the employee's dispatch base rate.
- 4) A job description be written and reviewed by this working group based on our discussions on July 17<sup>th</sup>, 2007.
- 5) The newly created positions be posted and a competition held amongst the qualified applicants in accordance with article 13.03 of the Collective Agreement.
- 6) A letter of thanks and appreciation for their efforts be sent to the staff currently acting in the Dispatch Officer positions in the Vancouver Communications Centre.

For the Union

  
Date: November 13, 2007.

For the Employer

  
Date: November 13, 2007



**WITHOUT PREJUDICE AND WITHOUT PRECEDENT**

**LETTER OF AGREEMENT**

**BC EMERGENCY HEALTH SERVICES**

(The "Employer")

-And-

**AMBULANCE PARAMEDICS OF BC – CUPE, LOCAL 873**

(The "Union")

(Together the "Parties")

Preamble:


- The Employer currently has two (2) supervisory level classifications in Vancouver Dispatch Operations and the Patient Transfer Coordination Center (PTCC) known as the Dispatch Officer (DO), and the Dispatch Supervisor (DS);
- In the Vancouver Island Dispatch Center, and the Kamloops Dispatch Center, except for those classified as D3's as per article A2.01 (C), there is only one (1) supervisory position known as the Charge Dispatcher;
- The Parties wish to change all Dispatch Officer (DO) positions in Vancouver Dispatch Operations and the PTCC to the Charge Dispatcher classification;
- In addition to the current of Dispatch Officers, the employer intends to create five (5) new Charge Dispatch positions.

NOW THEREFORE the Parties agree as follows:

1. All current Dispatch Officer Positions will be reclassified as Charge Dispatcher.
2. All benefits and wages will be provided to the Charge Dispatcher in accordance with the Collective Agreement.
3. On a strictly without precedent and prejudice basis, the parties agree that the existing dispatch officers will be reclassified as Charge Dispatchers without a competition process as contemplated in article 13.03.

4. Each Post that intends to add Charge Dispatch positions, will follow the process outlined here:
  - The employer will post for the number of Charge Dispatchers they wish to have in each Post (existing, plus new positions) by a separate posting for each Post.
  - At the close of the competition, all qualified Charge Dispatch applicants will be offered the vacant positions, in order of seniority in a post shuffle process. This process will continue until all vacancies are filled.
  - Should there be vacancies remaining after the process above has been completed, the employer will fill them in accordance with articles 13.03 (a)&(b)
5. The Employer will no longer use the position of Dispatch Officer after the transfer to the newly created Charge Dispatcher classification has occurred. All postings after this date will be for the Charge Dispatcher.
6. Upon 45 days' notice, The Employer may terminate this agreement and revert to using Dispatch Officers In lieu of Charge Dispatchers in Vancouver Dispatch Operations and the PTCC.
7. The agreement is strictly without precedent and prejudice to either parties position on the Dispatch Officer positions and shall not be referred to for any other purpose, including, but not limited to supervisory selection. Any implementation or other issues will be refed through the article 8.05 process.

Dated this 5<sup>th</sup> day of July 2017



For the Employer



For the Union

**Memorandum of Understanding - Dispatch Supervision**

**BETWEEN:  
EMERGENCY HEALTH SERVICES COMMISSION**

("the Employer")

**AND:  
AMBULANCE PARAMEDICS OF BRITISH COLUMBIA, C.U.P.E. LOCAL 873**

("the Union")

**Preamble:**

- A. In accordance with clause 5.4 of the Memorandum of Agreement (MOA) dated September 11, 2004 and the 12<sup>th</sup> Collective Agreement the parties recognize the need for enhanced and effective supervision within the Dispatch Centres.
- B. The Employer is willing to classify and compensate supervisory staff at levels that are commensurate with their job responsibilities and the employer's performance expectations.
- C. The Union is supportive of the Employer's intent.

In consideration of the mutual promises made in this agreement the parties agree as follows:

- 1) The Employer will post for 5 new Dispatch Supervisors positions for the Vancouver Dispatch Centre using the District Supervisor classification and rate of pay in accordance with Schedule A
- 2) Employees will be selected for the Dispatch Supervisor positions through a provincial posting in accordance with the criteria outlined in Clause 13.03 (a) & (b) of the Collective Agreement.
- 3) Each of the 5 Dispatch Supervisors will be assigned responsibility for one of the Teams who work in the prehospital dispatch room. The Dispatch Supervisor will work a shift pattern as described by Schedule A1.01 (e).
- 4) Schedule A2.01 (d) shall be amended to read as follows:

Dispatch Supervision

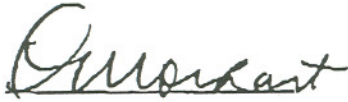
For each position at a centre that is staffed on a 24 hour basis by Employer Dispatchers there shall be one Dispatcher designated as a Charge Dispatcher or Dispatch Supervisor and where more than one dispatch position is staffed on a 24 hour basis, it is agreed that Charge Dispatchers or Dispatch Supervisor will



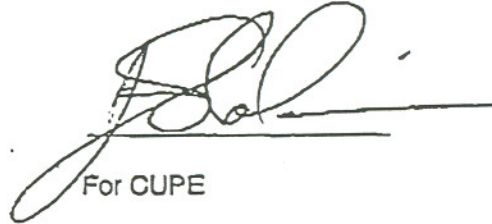
not work the same positions in the shift cycles. The Vancouver Dispatch Centre shall not have less than five Dispatch Supervisors.

- 5) The existing five Charge Dispatcher positions assigned to work a shift pattern as described by Schedule A1.01 (e) (ii) will only be eliminated through attrition. Individuals currently holding such positions will continue to hold the classification and will be compensated at the Charge Dispatcher rate of pay until they bid to another classification. Remaining Charge Dispatchers will fill the role of Dispatch Officer, however they will continue to receive remuneration at the Charge Dispatcher/Unit Chief classification.
- 6) In addition to the Dispatch Supervisor and Dispatch Officer, the Charge Dispatcher classification will remain a classification within the dispatch centres.
- 7) Without prejudice to either parties' position under article 23, a new classification of Dispatch Officer will be created as a position on each of the 5 prehospital dispatch teams using the Dispatcher 3 concept and rate of pay set out in Schedule A.
- 8) When the Dispatch Supervisor is absent for an entire shift, or multiple shifts, the Dispatch Officer will assume the Acting Dispatch Supervisor role for their team. The Acting Dispatch Supervisor will be compensated at the Dispatch Supervisor rate of pay in accordance with Article 22.02 and 22.03.
- 9) For the duration of the trial this memorandum amends Schedule A2.01 (c) as applicable.
- 10) The creation and use of the \_Dispatch Officer will be for a trial basis from ratification of this understanding through March 31, 2006 and will be reviewed by the parties jointly no later than February 28, 2006. The review will determine the ~~relative benefits to the dispatch centres' operation~~ by having \_Dispatch Officers. Following which the parties may make recommendations and may seek ratification from the Provincial Joint Labour-Management Committee pursuant to article 8.05 of the 12<sup>th</sup> Collective Agreement and MOA with respect to the establishment of permanent Team Officer Classification.
- 11) For the duration of the trial there will only be one Dispatch Officer or Charge Dispatcher on each of the five pre-hospital dispatch teams. The Dispatch Officer will be the senior member of the team who expresses an interest and makes themselves available for orientation will be appointed as the Dispatch Officer.
- 12) The Dispatch Supervisor, Charge Dispatcher, and the Dispatch Officer will have authority described in Schedule A4.01.
- 13) This memorandum is applicable to all dispatch centres covered under the 12<sup>th</sup> Collective Agreement and MOA. Further implementation of this Memorandum in other Dispatch Centres will require further consultation between the parties in accordance with Clause 5.4 of the Memorandum of Agreement (MOA) dated September 11, 2004.

14) Except as expressly stated in this agreement, both the September 11, 2004 Memorandum of Agreement and the 12<sup>th</sup> Collective Agreement between the parties are unaltered.



For BCAS



For CUPE

6 May 2005  
Date

May 10, 2005  
Date

**In the Matter of an Arbitration**

Between:

**BC Emergency Health Services,**

the Employer

And:

**The Ambulance Paramedics of British Columbia,  
CUPE local 873,**

the Union

Re:

**Grievances G110503-1S Alison Stevens  
G12100028 Michelle Ginsburg  
G12090010 Michelle Ginsburg  
G13020018 Sarah Blewett  
G13030032 Jessica Norman  
(collectively, "the Grievances")**

---

**Consent Order**

---

Following discussions at the conclusion of an expedited arbitration, the parties came to the following resolution of the Grievances:

1. The Employer will continue the current practice of providing 11.04/11.05 notifications to dispatch trainees and the Union in advance of a meeting where the trainees' progress is below the required standard to the extent that the trainee potentially may be unsuccessful in the program. This includes both the remedial plan meeting and the exit meeting.
2. The following information will be provided with the aforementioned 11.04/11.05 notice:
  - Remedial Plan (if applicable)
  - Gap Analysis results
  - Daily Summaries
  - Block Summaries
  - Other relevant evaluation material relied on by the Employer

3. In the event that the dispatch trainee is exited from the dispatch training program, the employee and/or the Union may pursue the matter through the grievance procedure.
4. The Union withdraws the Grievances.
5. This Order constitutes a full and final resolution of the Grievances
6. Arbitrator Germaine shall remain seized with the authority to determine any issue in relation to or arising from this Order.

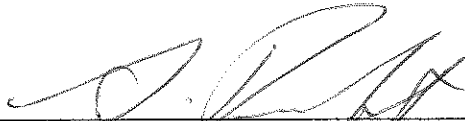
Dated and signed in Vancouver, BC this 9th day of July 2013.



\_\_\_\_\_  
Rod Germaine, Arbitrator



\_\_\_\_\_  
for the Employer: Gordon Kirk, Director, Dispatch Operations



\_\_\_\_\_  
for the Employer: Stephen Rinfret, Provincial Manager, Labour Relations



\_\_\_\_\_  
for the Union: Dave Deines, Vice President, CUPE Local 873

## LETTER OF AGREEMENT

May 2013

Between:  
BRITISH COLUMBIA AMBULANCE SERVICE  
("BCAS")

And:  
AMBULANCE PARAMEDICS OF BRITISH COLUMBIA C.U.P.E. LOCAL 873  
("APBC")

### Re: Duty Supervisors

#### **PREAMBLE:**

- (1) In accordance with the Collective Agreement Article 8, a Sub-Committee was struck through PJLMC to address and make recommendations back to PJLMC with respect to the Acting District Supervisor Expression of Interest (EOI) and District Supervisor Job Description.
- (2) The parties recognize there may be other issues arising from this agreement and is committed to addressing those issues should they arise.
- (3) The terms and conditions contained in the 12<sup>th</sup> Collective agreement and the Larson award of September 25, 2008 continue to apply, except as modified by the implementation of this agreement.

IN CONSIDERATION OF MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

- A) Effective signing of this agreement the position of District Supervisor will be changed to Duty Supervisor and the two titles are considered synonymous.
- B) When a bona-fide operational need for Acting Duty Supervisor is identified, an EOI in the applicable post will be issued.
- C) The EOI will include: EB#, Position, Type, Open to, Location, Closing date, application details.  
**In addition the EOI will outline:**

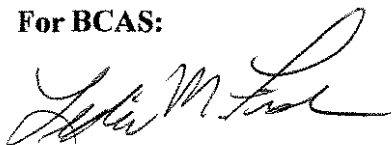
The British Columbia Ambulance Service, is looking for experienced paramedics currently attached to the (*insert post*) who are interested in career development and relief work in the position of **Acting Duty Supervisor**.

Interested (*insert post*) employees must be reasonably familiar with BCAS policies and procedures, as well as the current Collective Agreement and Memorandums of Agreements. Employees will be expected to become familiar with the responsibilities of a Duty Supervisor by completing an orientation program.




- D) Applicants will be selected in accordance with the Larson Award dated September 25, 2008 (attached as addendum A below) with the first preference being given to employees qualified under article 13.03 within the applicable post. Second preference will be employees who have 3 years plus 1 day of Full time Service and the following prerequisites:
- Valid Primary Care Paramedic or higher license level
  - Valid Class 1, 2 or 4 driver's license.
  - Frontline Supervisor course (available online)
  - Current in all required CME, or able to become current within probationary period, with such currency being obtained either while on duty or in accordance with Article 23.03(d)
  - An acceptable work record
  - Candidates must be physically able to perform the duties associated with this position by the specified closing date.
  - All qualified employees who wish to apply for an EOI must submit a lateral transfer form clearly outlining the required qualifications for the expression of interest.
  - Please note: key personal skills must include superior listening as well as verbal and written communications. Applicants must be able to work in a team environment.
- E) Successful candidates will be required to undertake an Acting Duty Supervisor training and orientation program, including confirmation of successful completion of applicable Emergency Management Training, in addition to a minimum two shift orientation and practicum assignments with a designated Duty Supervisor(s) or Manager(s) to apply skills and knowledge developed during the preceding sessions.
- F) Successful candidates for Acting Duty Supervisor positions will be subject to a six month probationary period in accordance with article 11.09 and 11.10 of the current collective agreement.
- G) The Employer shall provide a current list of qualified Acting Duty Supervisors to the Union as of the date of this LOA. Individuals currently designated, as Duty Supervisors or Acting Duty Supervisors will be considered qualified here forward and will be provided the training and orientation identified in (E) above, if not already completed.
- H) Effective the signing of this LOA Duty Supervisors will be afforded lateral transfer rights in accordance with article 13.03(c). Current Duty Supervisors reverting to Part Time status will be considered qualified in accordance with the Full-time to Part-time reclassification letter of agreement dated May 1, 2007 should they so choose.
- I) BCAS agree to post all current vacant Duty Supervisor positions in Kelowna, Victoria, Kamloops and Vancouver within 30 days of the signing of this agreement.
- J) TERM OF AGREEMENT: This agreement will remain in effect during the term of the current Collective agreement. The parties may agree to terminate or alter this agreement mutual agreement through the PJLMC.

**For BCAS:**



**For APBC:**



**Addendum - A:**

**Larson Award DATED the 25<sup>th</sup> day of September 2008**

***Access to Temporary Vacancies/Acting District Supervisor***

- (1) *Appointments to Acting District Supervisor (ADS) positions will be made in the following basis:*
  - (a) *Qualified candidates who are prepared to accept acting appointments shall provide the Employer with written expressions of interest for their respective posts, Kamloops, Kelowna, Victoria, and Vancouver;*
  - (b) *Full time employees who file an expression of interest will be selected based on seniority and a short list based on operational needs with the respective post for the identified training and orientation. The initial orientation/training program will consist of a minimum of four days and be done in accordance with Article 23.03(d) and (e) of the collective agreement;*
  - (c) *Once successful in the identified ADS orientation/training, the individuals will be considered qualified as Acting District Supervisors;*
  - (d) *As of the date of this protocol, individuals currently designated as Acting District Supervisors will be considered qualified and will be provided the training and orientation identified in (b) above, if not already completed.*
  
- (2) *Work will be offered in the following manner:*
  - (a) *No notice and short notice vacancies of single spare board shifts will be filled on a fair and equitable basis pursuant to the collective agreement to those qualified and will be assigned in the following order:*
    - (i) *Irregular full time District Supervisors who are not at full hours;*
    - (ii) *The qualified ADS on shift, in order of seniority, will be offered the shift;*  
*and*
    - (iii) *Off duty, in post District Supervisors and qualified ADS who have made themselves available will be offered the shift on a fair and equitable basis using a rotational list in accordance with the collective agreement.*
  
  - (b) *Vacancies of two weeks or more shall be offered to the senior qualified ADS in the respective post.*
  
- (3) *The Employer shall provide a current list of qualified Acting District Supervisors to the Union.*

**Addendum B:**

*Letter of Agreement* Part-time reclassification agreement dated May 1, 2007

**Letter of Agreement**

Individuals who have retired from employment with the B.C. Ambulance Service who wish employment for part-time work shall – within one hundred twenty (120) days of their retirement – submit the following information to the BCAS Human Resources Office in their Region.

1. Appropriate application form supplied by the H/R office.
2. Completed medical examination *Form 2635*.
3. Appropriate *Criminal Records Review Act* documentation for new hires, and a police criminal records search.

Upon acceptance of all the above documentation, successful applicants will be assigned to the Primary Operator of record. Successful applicants hired pursuant to this *Letter of Agreement* shall be paid at the experience rates set out in the relevant sections of *Schedule F8.01*, with service pay under *F 8.01 (e)* set at zero years. The applicant's date-of-hire shall be assigned effective the date BCAS Human Resources accepts the individual's employment package.

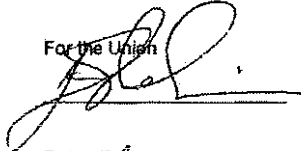
Signed,

For the BCAS



Date 07/04/23

For the Union



Date 17/05/07, 2007

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JOHN STROHMAIER

DON CRAGG

LOCAL / SECTION LOCALE #2270-21331 PRESIDENT / PRÉSIDENT(S) Gordon Way, Richmond, BC V6W 1J9 RECORDING SECRETARY / SECRÉTAIRE ARCHIVISTE (604) 273-5722

FAX (604) 273-5762

April 25, 2005

To: All Members – CUPE Local 873

*Broadcast*  
**FAXED**  
*25/04/05*  
*or station mailing*  
*Posted on Web Page*

Re: Accommodation Process for the Disabled Employee

On March 25, 2005 as a partial outcome of the “McManus” Duty to Accommodate Arbitration before Arbitrator Brian Foley, the parties entered into a settlement agreement to formalize the processes and administration of requests for the accommodation of disabled employees.

The settlement agreement sets out the roles and responsibilities of the employer, employee and the Union.

Below, is the March 25, 2005 Settlement Agreement in part. We have included the process to be followed by the members should they find themselves in the unfortunate situation of being disabled and in need of an accommodation.

### THE PROCESS

1. Disabled employees seeking to be accommodated with respect to their job duties will so advise their Superintendent in writing. The employee will forward a copy of this request at the same time to the Union’s Secretary-Treasurer and by the Superintendent to the Provincial Manager, Human Resources, BCAS.
2. Requests to be accommodated through this formal process normally will only be considered by the BCAS if the employee’s disability is expected to exceed one calendar month.
3. Within 48 hours after the Superintendent has received an accommodation request, the Superintendent will meet with the employee and the appropriate Union representative to discuss the request. In this consultation meeting, the BCAS, the Union and the employee will discuss any reasonable accommodation options and the relative possibility of their implementation.
4. Following the initial consultation meeting, the Superintendent will keep the disabled employee and their Union representative advised on an ongoing basis of

the status of accommodation options. At the request of the employee or the Union representative, further consultation meetings will be held as appropriate.

5. At the option of the BCAS or the Union, any particular accommodation request may be referred for consideration to the Joint Occupational and Rehabilitation Committee if the BCAS or the Union believes that the Committee can assist in the accommodation request of the disabled employee.
6. When the BCAS discounts particular accommodation options, the employee and the Union representative will be advised in writing of the reasons why the options were not pursued further. The Union or the employee may then file a grievance respecting the BCAS's decision.
7. When an accommodation decision is made by the BCAS respecting a disabled employee, there is nothing to preclude other employees from challenging the accommodation decision through the grievance procedure in the collective agreement.
8. Mr. Brian Foley remains seized to deal with any issues arising respecting the implementation or interpretation of this Settlement Agreement.

Should anyone have any questions or need assistance with initiating the above outlined process, please contact your Regional Vice-President or the union office @ 1-866-273-5766.

Sincerely,



Bronwyn Barter  
Provincial Vice-President  
CUPE Local 873

Cc: All Stations/Communication Centers

BB/ki  
cope15

6. When the BCAS discounts particular accommodation options, the employee and the Union representative will be advised in writing of the reasons why the options were not pursued further. The Union or the employee may then file a grievance respecting the BCAS' decision.

7. When an accommodation decision is made by the BCAS respecting a disabled employee, there is nothing to preclude other employees from challenging the accommodation decision through the grievance procedure in the collective agreement.

8. Brian Foley remains seized to deal with any issues arising respecting the implementation or interpretation of the Settlement Agreement.

**Signed at Vancouver on March 10, 2005**

**For The B.C. Ambulance Service**

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

**Settlement Agreement**

**Between**

**The B.C. Ambulance Service**

**("BCAS")**

**And**

**The Ambulance Paramedics of B.C.**

**CUPE Local 873**

**(the "Union")**

**Respecting**

**A Process To Deal With Accommodation Situations**

**For Employees Disabled Pursuant to Human Rights Legislation**

The BCAS and the Union acknowledge and accept that, pursuant to the provisions of the Human Rights legislation, the BCAS has the duty to accommodate an employee with a "disability" under the legislation up to the point of the BCAS experiencing undue hardship in making an accommodation.

The BCAS and the Union accept and adopt the following principles respecting the duty to accommodate:

1. The search for a reasonable accommodation for the employee's disability involves the co-operative participation of the BCAS, the Union and the employee seeking the accommodation.

2. The BCAS recognizes that its efforts to satisfy the duty to accommodate must be substantial and exhaustive. Those efforts will include the following:

(a) the possibility of modifying the employee's existing job that would allow the disabled employee to continue to work in that job;

(b) the possibility of transferring the employee to another existing or modified position in circumstances when such a transfer would not adversely affect other employees;

(c) the possibility of bundling a variety of tasks together to form a position that would accommodate the disabled employee. However, the BCAS' duty to accommodate to the point of undue hardship does not compel the BCAS to bundle tasks to create a position which is of no productive use to the BCAS in the context of its business operations --- the tasks that are bundled together must be necessary ones;

(d) the possibility of transferring the disabled employees to duties of the BCGEU bargaining unit within BCAS. This possibility should only be considered after completion of an exhaustive search to find less drastic and less intrusive ways to accommodate the disabled employee in her/his own bargaining unit.

The nature and extent of BCAS' duty to accommodate to the point of undue hardship must be determined and assessed on a case-by-case basis, considering the disabled employee's normal position and job duties, the extent of the employee's

disability and the reasonable availability of accommodation options. The duty to accommodate should not substitute discrimination against other employees for the discrimination suffered by the employee seeking accommodation. As well, any meaningful departure from the normal operation and application of the terms and conditions in the collective agreement may constitute undue hardship for the purposes of the Human Rights legislation.

3. The Union has a responsibility to cooperate with the BCAS in consultation discussions concerning reasonable accommodation alternatives and options for disabled employees. The Union also has a duty to consider the impact of any accommodation options on the operations of the BCAS and on the collective agreement and other rights of other employees. The Union has the duty to balance the interests of a disabled employee against the interests of other employees in determining whether an accommodation option for a disabled employee unduly interferes with the rights of other employees.

4. A disabled employee seeking accommodation has the duty to cooperate with the BCAS and the Union in considering different options for accommodation. The disabled employee must be receptive to reasonable alternative work proposals even though the proposal might not be the particular accommodation that the disabled employee would prefer --- a perfect solution to accommodation requests is not always available.

With these principles in mind, the BCAS and the Union agree to the following process to deal with duty to accommodate situations:

1. Disabled employees seeking to be accommodated with respect to their job duties will so advise their Superintendent in writing. A copy of this request will be forwarded at the same time by the employee to the Union's Secretary-Treasurer and by the Superintendent to the Provincial Manager, Human Resources, BCAS.

2. Requests to be accommodated through this formal process normally will only be considered by the BCAS if the employee's disability is expected to exceed one calendar month.

3. Within 48 hours after the Superintendent has received an accommodation request, the Superintendent will meet with the employee and the appropriate Union representative to discuss the request. In this consultation meeting, the BCAS, the Union and the employee will discuss any reasonable accommodation options and the relative possibility of their implementation.

4. Following the initial consultation meeting, the Superintendent will keep the disabled employee and the Union representative advised on an ongoing basis of the status of accommodation options. At the request of the employee or the Union representative, further consultation meetings will be held, as appropriate.

5. At the option of the BCAS or the Union any particular accommodation request may be referred for consideration to the Joint Occupational and Rehabilitation Committee of the BCAS or the Union believe that the Committee can assist in the accommodation request of the disabled employee.





Province of  
British Columbia

Ministry of Health and  
Ministry Responsible for Seniors  
EMERGENCY HEALTH  
SERVICES COMMISSION

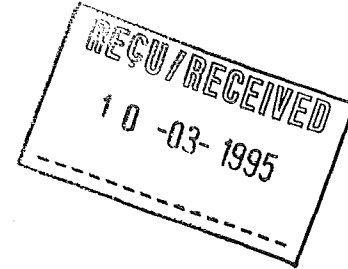
British Columbia  
Ambulance Service Headquarters  
2nd Floor, 1810 Blanshard Street  
Victoria, British Columbia  
V8V 1X4  
Telephone: (604) 952-0888  
Facsimile: (604) 952-0905

September 29, 1995

File: 1590-02

Gordon Frost  
Secretary-Treasurer  
Ambulance Employees' Union  
350 - 4400 Hazelbridge Way  
Richmond, BC V6X 3K7

Attention: **Don Devine**  
**President**



Dear Don Devine:

Re: **Memorandum of Understanding**  
**Union Proposal respecting Early Retirement**

The British Columbia Ambulance Service (BCAS) has been advised that the Order in Council implementing early retirement for members of the Canadian Union of Public Employees, Local 873, was signed on September 28, 1995. A copy of the signed Order, that takes effect on October 1, 1995, is enclosed for your records.

Without delay, we will instruct the BCAS Payroll Department to establish the necessary processes and transactions that will meet the approved funding policy. To implement the effective date of October 1, 1995, the 2% of regular salary now directed to the Trustees of the Health and Benefit Plan by the employer will be withheld. BCAS will send a letter to Ms. Shirley Hahn, on behalf of the Trustees, to advise her of the change in transfer of payments, as of that date. Consistent with the approved funding policy, we will also increase the union dues deduction by 0.25%, effective October 1, 1995.

If you have any questions, or require clarification with regard to the aforementioned, please do not hesitate to contact me.

R.P. (Val) Pattee  
Executive Director  
British Columbia Ambulance Service

pc. Paul Gotto  
John Schinbein  
Bill Boomer  
Alan Moyes  
Jo Surich  
Greg Wood

## LETTER OF AGREEMENT

between

HEALTH EMPLOYERS ASSOCIATION OF BC (HEABC)

and

FACILITIES BARGAINING ASSOCIATION (FBA)

Re: Economic Stability Dividend

### Definitions

1. In this Letter of Agreement:

“Collective agreement year” means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

“Economic Forecast Council” means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23;

“Forecast GDP” means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

“Fiscal year” means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as ‘the period from April 1 in one year to March 31 in the next year’;

“Calendar year” is a twelve (12) month period starting January 1<sup>st</sup> and ending December 31<sup>st</sup> of the same year based upon the Gregorian calendar.

“GDP” or “Gross Domestic Product” for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

“GWI” or “General Wage Increase” means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11<sup>th</sup>) month in a collective agreement year;

“Real GDP” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as “Real Gross Domestic Product at Market Prices” currently in November of each year.

## **The Economic Stability Dividend**

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

## **Annual Calculation and publication of the Economic Stability Dividend**

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year from 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

- (i) February Budget – Forecast GDP for the upcoming calendar year;
- (ii) November of the following calendar year – Real GDP published for the previous calendar year;
- (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
- (iv) Advice from the PSEC Secretariat to Employers associations, Employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to Employers to implement the Economic Growth Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

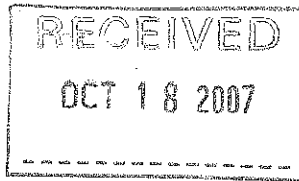
- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to Employers associations, Employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to Employers to implement the Economic Growth Dividend.
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

### **Availability of the Economic Stability Dividend**

1. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

### **Allowable Method of Payment of the Economic Stability Dividend**

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.



October 15, 2007

Mr. Tom Manz  
Provincial Secretary Treasurer  
Ambulance Paramedics of BC  
CUPE Local 873  
Unit 2270 - 21331 Gordon Way  
Richmond, BC V6W 1J9

Cliff: 702406  
Without Prejudice or Precedent

Dear Mr. Manz:

**Re: EMALB License Fee Practice Effective October 1, 2007**

BCAS has reviewed its *ad hoc* practices with respect to the EMALB revised schedule of license fees that came into effect April 1, 2007.

As previously pointed out, the 12<sup>th</sup> Agreement in Article 23.01 (a) mandates that it is "...the responsibility of Paramedics and EMAs to obtain and maintain the appropriate Paramedic and EMA license...". In addition, the reference in Article 23.04 to expenses applies to the old EMA-2 licensure practices that included preceptor training components and scheduled in-hospital training shifts.

Effective October 1, 2007 and until further notice, the BCAS on a strictly *without prejudice, without precedent* basis will pay the fees on behalf of employees of the BCAS as set out in *Columns 2-5* attached as long as the employee has not occasioned license expiry by an act of their own commission or omission.

Clearly the language in Article 23 will need to be addressed, once bargaining of a new 13<sup>th</sup> Agreement commences, to reflect the evolved realities of paramedic licensure since the 12<sup>th</sup> Agreement was ratified.


BCAS will offset fees for BCAS-sponsored students and for existing BCAS employees who are engaged in upgrading or renewing their licensure, subject to the exclusion noted two paragraphs above for employees who caused their license to lapse. The fee waiver will *not* apply to unsponsored students in training who are not yet BCAS employees, to out-of-province-trained individuals seeking to come work for the BCAS, or in other similar situations.

Given the *without prejudice, without precedent* arrangement noted, be advised that the scheme described herein may be amended, altered or withdrawn at any time for any reason by the Service, in which case notice of said decision will be duly provided to the Union and its membership.

.../2

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Licensing Board**



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## Fee Schedule

An applicant for a license for a category listed in Column 1 of the table below must pay the license fee shown opposite in Column 2, 3, or 4, as applicable.

An EMA licensed in a category listed in Column 1 of the table below whose license is renewed must pay the license renewal fee shown opposite in Column 5.

Column 1 License Category	Column 2 License Fee (if only written examination is required)	Column 3 License Fee (if only practical examination is required)	Column 4 License Fee (if both written and practical examinations are required)	Column 5 License Renewal Fee
EMR	\$50.00	\$400.00	\$450.00	\$50.00
PCP	\$50.00	\$400.00	\$450.00	\$50.00
ACP	\$50.00	\$500.00	\$550.00	\$50.00
CCP	no fee	no fee	no fee	\$50.00
ITT	no fee	no fee	no fee	\$50.00

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Last Revised: April 13, 2007

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BRITISH COLUMBIA EMERGENCY HEALTH SERVICES

(the "Employer")  
and:

AMBULANCE PARAMEDICS OF BRITISH COLUMBIA C.U.P.E. LOCAL 873  
(the "Union")

(Collectively the "Parties")

**EMCT Positions in VDOC Dispatch Center**

**AGREEMENT**

**Preamble:**

**WHEREAS** BCEHS has advised over the past three years and more, the dispatcher centres have struggled to reach full establishment of staff. As a result, there is a huge strain currently being put on the current staff within the centres due to an increase in workload. The current schedules within the centres are for Dispatchers (EMDs) which has a long training programme and also has a high rate of failure due to their lack of knowledge of the dispatch systems. Due to all these factors, it also increases the rate of attrition due to a lack of satisfaction and burn out;

**AND WHEREAS** the Parties wish to improve the current establishment and career progression opportunities in the dispatch centers.;

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

1. The Employer will formally notify the Union and all Vancouver Dispatch Center Staff (VDOC) of the EMD platoon positions it intends to transition to Call Taker Positions through attrition.
2. As part of re-designing the VDOC schedule, currently there are 6 Bravo/Charlie positions per Platoon A/B/C/D and two Bravo positions on platoon A/C. It is agreed that 3 Bravo/Charlie positions per platoon will remain as EMD Qualified positions (specifically positions: B1: 0600-1600,1300-2300 B2: 0600-1600, 1400-0000 and B7: 0600-1600, 1300-2300 ). Qualifications for the remaining 3 Bravo/Charlie and 2 Bravo Platoon shift patterns will transition to that of an Emergency Medical Call Taker (EMCT) through attrition.
3. EMD qualified staff currently in Bravo and Bravo/Charlie platoon positions will be grandfathered (green circled) and may remain in these positions at their EMD rate of pay and status until they choose to vacate the position. For greater clarity, this means

employees who are qualified as EMD's maintain EMD status, ability to work O/T as an EMD, all benefits, wage rate and applicable increases/raises until the position is voluntarily vacated by the incumbent.

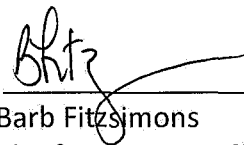
4. For the period of time an EMD is assigned to an existing Bravo or Bravo/Charlie shift pattern and grandfathered as point 3 above, the EMD will remain available to transfer between platoons on a lateral movement maintaining the grandfathered agreement until such time they transition out of their current platoon shift pattern to a Team position.
5. Team EMD qualified staff will be able to transfer between Team and Platoon EMD designated positions on a lateral movement to fill vacancies.
6. Once a designated platoon EMD position is vacated by the EMD, it will transition to a EMCT qualified position.
7. For the purpose of "lock in" under Article 13.04(b), the date of the "initial appointment to a Dispatch position" is the date an employee is signed-off to work independently as a Call Taker for EMCT Postings, or the date an employee is signed-off to work as an EMD for EMD Postings.
8. Nothing in this Agreement precludes the Employer from adding new EMCT or EMD positions to the VDOC Dispatch Center.
9. In the event further clarifications are required during transitioning EMD platoon positions, the Employer must advise the Union of the matter and consult with the union to resolve issues. The Employer agrees not to implement any changes until consultation with the union has occurred.



\_\_\_\_\_  
Jason Jackson  
Prov. Rec Secretary – APBC

March 29, 2017

Date



\_\_\_\_\_  
Barb Fitzsimons  
Chief Operating Officer – BCEHS

March 29, 2017

Date



### Letter of Agreement

-between-

**British Columbia Ambulance Service [BCAS]**

-and-

**Ambulance Paramedics of B.C. CUPE Local 873 [APBC]**


*It is agreed and understood between BCAS and APBC that effective the execution date of this document the interpretation and application of Schedule F 13.00 - UNIFORMS in the collective agreement shall be deemed to capture the following as an express entitlement :*

**All Part-Time Employees who can demonstrate they have worked eight (8) Foxtrot Shifts within a given month -- for two (2) consecutive months -- shall be provided upon request and in addition to the allotments specified in Schedule F 13.01 - Part-Time Uniform Issue of the collective agreement :**


- 1 pair uniform pants
- 2 uniform shirts

*This agreement shall continue for the life of the current collective agreement, and will be eligible for renewal by the parties upon its expiry.*

For the Union

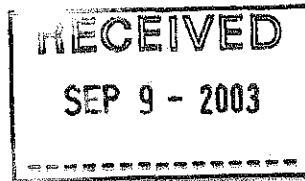
  
\_\_\_\_\_

For the Employer

  
\_\_\_\_\_

Date: 070625

Date: 070622



September 4, 2003

Mr. Tom Manz  
Provincial Secretary Treasurer  
Ambulance Paramedics of BC  
CUPE Local 873  
2270 - 21331 Gordon Way  
Richmond, BC V6W 1J9

Cliff: 460192  
Without Prejudice or Precedent

Attention: John Strohmaier, Provincial President

Dear Mr. Strohmaier:

RE: **Memorandum of Understanding – 31.03 Harassment**

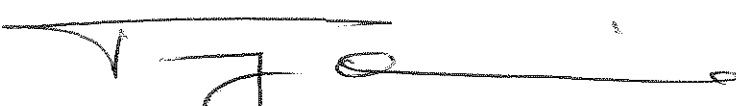
Further to our meeting at PJLMC on August 27, 2003, regarding the above noted topic, please find attached for your review the revised MOU (31.03 Harassment).

I trust this document reflects those changes we agreed to on August 27.

Please find enclosed two (2) copies of the final MOU for your signature. Upon completion of the signing, would you please forward me one of the originals for our files.

Finally, the Union agrees to withdraw policy grievance #020344-P.

Yours truly,



Tony Arimare  
Director, Human Resources & Labour Relations  
BC Ambulance Service

Enclosures

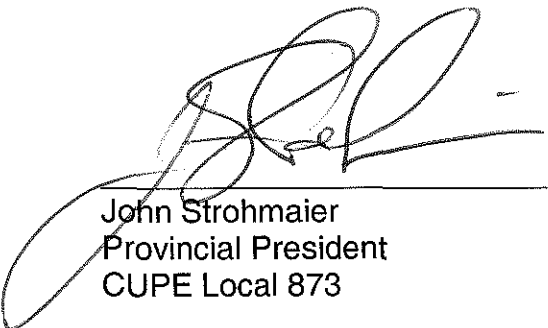
pc: Paul S. Gotto, A/Executive Director  
Fred Platteel, Director, Regional Operations  
Sandra Noel, Provincial Manager, Human Resources  
Bronwyn Barter, Provincial 1<sup>st</sup> Vice-President  
Troy Clifford, Provincial 2<sup>nd</sup> Vice-President

**12<sup>th</sup> AGREEMENT  
EMERGENCY HEALTH SERVICES COMMISSION**

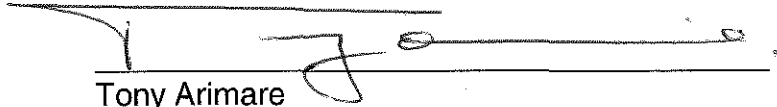
**MEMORANDUM OF UNDERSTANDING #3  
31.03 HARASSMENT**

For the duration of the *12<sup>th</sup> Agreement*, the parties agree that *Article 31.03 (f) [c]* shall be applied as set out in the following five (5) paragraphs. Upon expiry of the *12<sup>th</sup> Agreement*, this *Memorandum of Understanding* shall expire after the period of *bona fide* negotiations to conclude a renewal agreement.

- (a) Upon receipt of a written complaint that supplies the particulars required in subsection (f) [ii] preceding, the Employer will investigate the complaint within 30 days supply a written summary of their findings to the President of the Union.
- (b) The parties will review the facts of the matter within the context of *Articles 31.03 (b), (c), (d), and (e)*.
- (c) Within 14 days thereafter, should the parties agree that the complaint warrants further investigation, the Executive Director and the President of the Union will request John McConchie, or a mutually agreed alternate, to conduct the investigation.
- (d) Should the Executive Director and the President of the Union disagree that the complaint warrants further investigation, the Executive Director and the President of the Union may choose a mutually acceptable alternate dispute resolution mechanism and/or process, notwithstanding *Article 8.05 (c)*.
- (e) In the absence of agreement on an alternate dispute resolution, however, the matter shall be referred to John McConchie, or a mutually agreed alternate, to provide findings of fact.



John Strohmaier  
Provincial President  
CUPE Local 873



Tony Arimare  
Director, Human Resources & Labour Relations  
BC Ambulance Service

**Letter of Agreement  
Between:**

**BCEHS – BC Emergency Health Services  
&  
CUPE - 873 - The Ambulance Paramedics of British Columbia**

**Holiday Selection Process for CUPE 873 Employees**

**Introduction:**

This agreement outlines the holiday selection process for CUPE 873 employees.

In accordance with Article 8 of the Collective Agreement, a sub-committee was created through the **Provincial Joint Labour Management Committee (PJLMC)** to address and make recommendations with respect to holiday selections.

The terms and conditions contained in the twelfth Collective Agreement and the respective agreements in place continue to apply, except as modified by the implementation of this agreement. The parties will produce a reference and how-to guide to support the implementation of this agreement, which will be reviewed and updated, as needed.

The parties recognize there may be other issues arising from this agreement and are committed to addressing those issues should they arise.

**The parties agree to the following:**

**a) Primetime Model**

There will only be one primetime model which may be applied to any post within the province:

1. Primetime periods are defined as blocks ranging within the following time periods: June 15 to September 15, and December 21 to 31 inclusive within the respective years.
2. There will be a maximum of three primetime picks in round one.

3. Effective as of the signing of this agreement, posts identified as using the primetime model are: Vancouver, Kelowna, Prince George, Nanaimo, Penticton, Vernon and Kamloops.
4. Posts wishing to adopt the primetime model must hold a post-wide vote that includes all full-time employees and any changes must be ratified through Article 8 of the Collective Agreement. The vote and ratification will be conducted by the Union. The voting process and notification must be completed before September 1 in the year preceding the vacation year of implementation (e.g. September 1, 2015 for the 2016 holiday year, etc.).

**b) Employee Transfers Between Posts**

Employees who are identified arrivals will be factored into the holiday selection process for the post they will be working in the coming year.

Management will honour approved holiday selections when an employee transfers between posts. Any adjustments will be by mutual agreement, taking operational needs into consideration.

**c) Students**

Students engaged in employer-sponsored training per Article 13.05 will select holidays outside of this process to accommodate training schedules. ACP residents are not considered "in training" for the purpose of holiday selection.

**d) Forms**

All platoon schedule, proxy forms, holiday forms, entitlement forms, approval forms, and calendars identifying specific primetime blocks will be published in advance of holiday picks each year.

The parties will collaborate on all applicable forms, documents and correspondence to be used for holiday selections prior to each year's process.

**e) Verification and Authorization**

The holiday committee, as applicable, will verify holiday selections as they are added to the master schedule to ensure accuracy. When individual selections are completed, verification will be provided and employee signatures will be required.

A management representative will sign off to approve vacation time in accordance with Article 19.06 of the Collective Agreement before the vacation year begins.

**f) Holiday Committees**



In accordance with this agreement and the Collective Agreement, the Victoria and Vancouver posts will establish and maintain holiday committees to oversee and manage the annual holiday selection process within their respective posts,

Union representatives on each committee will consist of three union members, one of which must be a supervisor under Article 13.03 (c). The respective holiday committee members will function as a sub-committee of their respective JLMC.

A provincial holiday committee will also be established to oversee all holiday selections. This committee will consist of no less than two management appointees and two union appointees in accordance with Article 8 of the current Collective Agreement.

The parties will mutually determine any requirements for additional holiday selection committees outside of the above committees.

**g) Employee Classification**

Employees will select vacation by their classification within their respective post. This includes CCP, ITT, ACP, PCP, EMR (Transfer Fleet), Dispatch, and Specialty Programs (Duty Supervisor, Education Officers, QIC and EMSO). Paramedic Response Units (PRUs) will select within their respective post and applicable license level.

The parties agree that the categories identified in this clause are not exhaustive, and agree to review and determine any possible classification divisions.

**h) Annual Entitlement**

Entitlement will be based on the respective calendar year in accordance with Article 19.03. Holiday selection is for the current entitlement only and is completed over two rounds of picks (except for those identified in (o) (1) below. Round one includes all but two blocks and round two includes the remaining full blocks.

Entitlement notices will be sent 30 days before vacation selection begins. Employees should advise their supervisor of any disagreements before the vacation selection process, with as much notice as possible. Any adjustments will be handled by the District Manager.

**i) Carry Over**

Holiday selection will focus choosing complete blocks. Employees wishing to take individual days must apply for them separately according to Article 19.03 (h).

Notwithstanding article 19.03(i), an employee wishing to take their partial blocks (single shifts), should make this known during the holiday selection process. These are completed after the annual holiday selection process has ended.

Notwithstanding the above, any employee who chooses not to select partial holiday blocks, stats, or carry overs can apply in advance of monthly scheduling deadlines to use all or a portion of their remaining balance.

**j) Unused Vacation**

Unused vacation entitlement due to LTD, WCB, STIP, cancelled leaves, will be managed outside of the annual holiday selection process, and/or paid as per Article 19.03 (j) of the Collective Agreement.

Unused vacation due to maternity / parental / adoption leave shall be managed outside of the annual holiday selection process.

**k) Cancellations/Changes**

Once holidays are selected and approved, employees will take them according to Article 19.06. Employees can request cancellations, amendments and changes before the monthly scheduling deadline, and will not be unreasonably denied, on a case-by-case basis based on operational requirements.

**l) Wild Cards**

Wild cards apply to all employee classifications and will reflect the remaining holiday entitlement not totaling one full year. They are used to promote greater flexibility for those selecting holidays throughout the year.

At no time will there be two wild cards used on any given block or overlap. This method will apply to all employee groups. Wild cards will be equally distributed over the 56-or 70-day cycles.

**m) Proxy Forms**

Proxy forms are to be used in the event that an employee is unable to attend the holiday selection process. Employees should select all of the blocks on the form, in order of preference, to minimize the need for BCEHS to select for them. Proxy forms should be completed and submitted in advance of the relevant holiday selection date.

**n) Attendance**

Attendance is voluntary during holiday selection. Those who choose not to, or are unable to attend are encouraged to use the proxy forms provided to assist their designated representative or the employer in selecting their holiday entitlement. Employees who elect not to attend and do not provide a proxy will not be permitted to change their assigned holidays.



In the event an employee is not present, and a proxy form is not available at the time of their selection, **one** telephone call will be made in an attempt to reach the employee. Employees will be given the opportunity to fill out a proxy form over the phone, however, this should not be considered a normal way of supplying proposed holiday selections. Employees who do not attend, or do not supply a proxy, will have their holidays assigned to them using their previous year's picks as a guideline, if available.

All employees should consider the possibility that they may not be able to attend (late calls, etc.) and supply a proxy to a designate.

#### **o) Irregular Scheduled Employees**

1. For those posts where irregular scheduled employees are assigned to platoons and/or teams, as applicable, they will select their holidays in accordance with their seniority and classification.
2. For non-dispatch posts where irregular scheduled employees are not assigned to platoons and for the purpose of holiday selection, employees will select their holidays in accordance with their seniority and classification, and will be given the following:
  - Two days clear before their four days of holiday block, followed by four days clear.
  - Four shifts must be followed by a minimum of two days off. Employees can then be scheduled for four shifts again, but this block must be followed by four days off.
  - Six shifts in a row must be followed by four days clear.
3. For dispatch posts where irregular scheduled employees are not assigned to teams/platoons and for the purpose of holiday selection, employees will select their holidays in accordance with their seniority and classification (e.g. call takers and EMDs), and will be given the following:
  - For dispatch employees working the 4/6 shift pattern: two days clear prior to their four days of holiday block and in addition, six days clear following.
  - For dispatch employees working the 4/4 shift pattern: two days clear prior to their four days of holiday block and in addition, four days clear following.
  - Four shifts, which must be followed by a minimum of two days off. They can then be scheduled for four shifts again, but this block must be followed by four days off.
  - Six shifts in a row must be given four days clear following.
  - Employees assigned to alternate patterns, such as 4/3, 3/4 "echo" and "delta" will select within their classification and respective shift patterns by seniority.



Once holiday selection has taken place, schedules will be created consistent with provincial scheduling procedures. Irregular scheduled employees will receive their schedule for the year as known with confirmation monthly, subject to change in accordance with the Collective Agreement and the Irregular Scheduling Agreement.

**p) Posts with No Irregular Scheduled Employees**

No more than one person off at one time (no overlap of blocks) will be permitted, with the exception being if there was more entitlement than a single line. In this situation, additional entitlement is used as a wild card on the next line equally distributed over 56-day cycles.

Notwithstanding the above, there is no restriction to disbursement into 56 cycles for one-and two-person stations. In one-and two-person posts, employees may select single shifts or partial blocks in accordance with Article 19.03 (i).

**q) Single Station Posts with Irregular Scheduled Employees**

Holiday block entitlements and selections will be spread evenly throughout the year over 56-day cycles to ensure maximum staff coverage and the use of irregular scheduled employees. The parties agree to use wild cards in order to facilitate this process.

In the case of one irregular employee, entitlement is calculated and the first line is used equally to divide entitlement blocks over 56-day cycles. Any additional entitlements are used as wild cards on the next line, equally distributed over 56-day cycles.

In the case of two irregular scheduled employees, entitlements are calculated and the first two lines are used equally, dividing entitlement blocks over 56-day cycles. Any additional entitlements are used as wild cards on the next line equally distributed over 56-day cycles.

This same scenario applies as irregular scheduled employees are added.

**r) Multi-station Posts: Abbotsford, Nanaimo, Kamloops, Prince George and Kelowna**

For the purpose of holiday selection, employees may be assigned to platoon if operationally feasible. In this case, the following scenarios would be applicable to each platoon depending on the number of irregularly scheduled employees:

1. In the case of one irregular employee, entitlement is calculated and the first line is used to equally divide entitlement blocks over 56-day cycles. Additional entitlements are used as wild cards on the next line equally distributed over 56-day cycles.

2. In the case of two irregular employees, entitlements are calculated and the first two lines are used to equally divide entitlement blocks over 56-day cycles. Any additional entitlements are used as wild cards on the next line equally distributed over 56 day cycles.

This same scenario applies as irregular scheduled employees are added.

**s) Victoria Post**

Irregular scheduled employees are assigned to platoon. Employees that are assigned to alternate patterns, such as echo and delta will select within their classification and respective shift patterns by seniority.

**t) Vancouver Post**

Vancouver utilizes the primetime model identified in (a) of this agreement. Employees will select their entitlements with a maximum of three primetime blocks in round one and their remaining blocks in round 2

Irregular scheduled employees are assigned to platoon and select by their respective platoon.

Employees assigned to alternate shift patterns such as echo and delta will select within their classification and respective shift pattern by seniority.

**u) Trail Post**

For the purpose of holiday selection, all classifications in the Trail post will selected together by seniority.

**v) Kelowna 380 Post**

Kelowna 380 Post are excluded from (g) of this Letter of Agreement and will select together by seniority.

**w) Dispatch Posts**

1. Dispatch employees will select holidays within their respective post and classification in accordance with this agreement and the following:
  - Dispatch employees working the 4/6 shift cycle will be identified as Team 1, 2, 3, 4, 5.
  - Dispatch employees working the 4/4 shift cycle will be identified as platoons for the purpose of holiday selection.



- Dispatch employees assigned to alternate patterns such as A1.01(e)(iv) 4/3, 3/4 “echo” and A1.01(e)(i) 5/2 “delta” will select holidays within their classification by seniority and will be treated as a platoon for the purpose of holiday selection.
  - Dispatch will use 70-day cycles for the purpose of holiday selection.
2. For dispatch employees working 14-day cycles in accordance with Article 19.03 (d) of the Collective Agreement, the parties agree to create an amendment that allows for selecting holidays on 7-day cycles.
- x) **4on 3off, 3on 4off Shift Pattern**

Holiday selection for employees working the 4on 3off, 3on 4off shift pattern in accordance with A1.01 (e) (iv) and 19.03 (d) will follow the process below:

1. Employees may select vacation in 7-day blocks. Each seven day block may contain three or four work shifts. To determine an employee’s total block entitlement, the employee’s total number of shifts allotted will be divided by three and one line will consist of 52 blocks (356 divided by 7 and rounded up).
2. As each selection is made, the appropriate number of shifts will be deducted from an employee’s total allowable entitlement. For example, if an employee selects four blocks containing four shifts, and two blocks containing three shifts, then 22 shifts will be deducted from their total allotment.
3. Real-time deduction of shifts must occur to ensure the employee is selecting “all but two blocks” in the first round. The total block entitlement originally calculated (based on three shift blocks) may be adjusted based on an employee’s selections throughout the process.


Effective as of the signing of this agreement, the parties agree that it replaces the December 10, 2013 agreement with respect to holiday selections.

This agreement will expire on April 30, 2019. The parties may agree to terminate, alter or extend this agreement by mutual agreement through the PJLMC.

  
\_\_\_\_\_  
Jodi Jensen, COO, BCEHS

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
CAMERON EBY  
FOR - Bronwyn Barter, President, CUPE 873

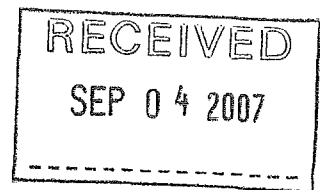
  
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Date

## BCEHS Station Primetime Holiday Utilization Changes

In accordance with the Holiday Selections LOA dated Oct 9, 2015, the following list captures any changes to the list of stations utilizing the prime-time model for holiday selections.

<b>Station #</b>	<b>Station Name</b>	<b>PJLMC Date</b>	<b>Add or Remove</b>
Multiple	Vancouver Post	2015-10-09	Add
Multiple	Kelowna Post	2015-10-09	Add
Multiple	Prince George Post	2015-10-09	Add
120, 122	Nanaimo Post	2015-10-09	Add
329	Pentiction	2015-10-09	Add
337	Vernon	2015-10-09	Add
202, 205	Abotsford Post	2015-12-10	Add
215	Mission	2015-12-10	Add
150	Courtenay	2015-12-10	Add
Multiple	Victoria Post	2016-09-15	Add

Last Updated: 2016-11-04



Letter of Agreement

between

**British Columbia Ambulance Service**

and

**Ambulance Paramedics of BC**

**CUPE Local 873**

**Paramedic Assignment to Royal Inland Hospital and Kelowna General Hospital Emergency Departments**

Preamble:

A seasonal strategy of BCAS paramedics to provide short-term support to Interior Health at Royal Inland Hospital/Kelowna General Hospital Emergency Departments has been initiated, and now requires an extension. The term of this extension will expire **February 28<sup>th</sup>, 2008**, however, renewal of this agreement is an option, should both parties agree.

It is desirable to have a framework established which can be implemented as required to respond to such short-term paramedic staffing requests.

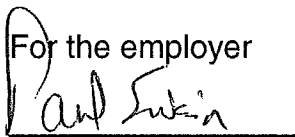
The intent of any such assignment will be to provide trained primary care paramedic staff to the Health Authority to help improve patient flow within the ED and to mitigate the impact of continued ambulance delays on BCAS emergency fleet and response times.

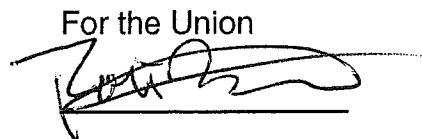
Therefore, the parties agree as follows:

1. BCAS paramedics may be assigned to work within the ED to look after incoming ambulance patients, within their scope of practice.
2. While working within the assigned ED on this basis, and cooperating with hospital staff to improve ED flow and maintain patient care, the paramedic remains under the direction and supervision of BCAS.
3. Preference will be given to qualified applicants with a disability who are physically capable of performing the required work.
4. BCAS will post an "Expression of Interest" (EOI) that will remain open initially for fourteen (14) days, but extend for the duration of the

agreement. The EOI will first be restricted to BCAS applicants within the post where the respective ED is located. Preference will then be given to interested qualified applicants outside of the post. The EOI will indicate the required qualifications for any applicant.

5. For short-term assignments, BCAS will assign work as follows:
  - a. To qualified employees with a disability who are physically able to perform the work;
  - b. To qualified available irregularly scheduled staff, who do not have assigned work;
  - c. To qualified part-time in post staff who have made themselves available for work in the ED, through an EOI process;
  - d. To qualified full-time in post staff who have made themselves available for overtime in the ED, through an EOI process;
  - e. To qualified full or part-time out of post staff who made themselves available for work, through an EOI process.
6. Nothing in this agreement obligates BCAS to staff EDs as noted on any given shift. All decisions to staff EDs shall reside with the employer at its discretion. Further, nothing in this agreement obligates an employee to accept a shift that is overtime, or when all other avenues outlined in paragraph five (5) have not been explored.
7. Shifts for this work may be of seven (7) hour, ten (10) hour, eleven (11) hour, or twelve (12) hour duration as required by the employer. Hourly rate adjustments for the related shift durations will apply to the hours worked. District Supervisors will provide direction with respect to breaks and break periods as required.
8. The parties agree that this agreement can be cancelled by either party, with 30 days written notice.

For the employer  
  
\_\_\_\_\_

For the Union  
  
\_\_\_\_\_

Date: Aug 20/07

The following outlines the agreement of the parties for application of Article 13.05 to the ITT Selection Process to be conducted in 2007.

1. BCAS will post 6 ITT Training positions in Vancouver.
2. The Posting will be issued open to all qualified full time applicants in the province. The parties have agreed to waive Article 13.05(e) of the Collective Agreement for purposes of this current posting.
3. Shortlisting for the selection process will start with Article 13.05(b)(i) and (ii) and employees must be PCP qualified. Three years plus a day will be measured from the closing date of the postings. Personnel files will be checked at the beginning of the selection process to determine a satisfactory work record.
4. The selection process outlined in Article 13.05 (b)(iii), (iv) and (v) will be as follows:
  - 1—achieve 75% threshold pass on a written exam based upon a bank of mutually agreed questions related to the exam pre-read package identified by the parties and then;
  - 2—achieve a minimum 60% threshold pass on an oral exam. The parties will work collaboratively to identify an oral exam based on medical protocols/scenarios and will mutually agree to the question bank.
  - 3—achieve a minimum of 60% threshold pass on an oral interview based upon a bank of mutually agreed questions related to the competencies identified by the working group.

A reasonable shortlist based on seniority will be developed at the beginning of the process.

5. Employees who were previously qualified under Article 13.05(b), covered by Article 13.05(d) and have documentation on file to confirm this, will be considered as deemed qualified to proceed.
6. The final list of trainees will be determined by seniority as contemplated in Article 13.05(c) and combining the employees identified in # 4 and #5 above.
7. At commencement of training, the employees will be transferred to Irregularly Scheduled training positions in the ITT station and will be assigned shifts when not actively involved in training. On successful completion of training, they will start probation and the training commitment contemplated in the September 13, 2005 LOU.
8. Unit chiefs can stay in their unit chief position during the pre-read/selection component. Upon acceptance of a training position they will vacate their unit





chief position. In order to become a unit chief in the future they must bid and compete on a future posting.

Agreed for the parties

Sandra Noel  
British Columbia Ambulance Service  
Sandra Noel

Tom Manz  
Ambulance Paramedics of  
B.C. CUPEL873  
Tom Manz

June 11, 2007  
Date

June 14/07  
Date



## **Letter of Agreement**

### **ITSU Selection**

The BC Ambulance Service has created a Provincial specialized team, known as the Integrated Tactical Support Unit (ITSU.)

This team is responsible for providing direct medical support to law enforcement agencies utilizing tactical and unconventional means. The BC Ambulance Service and the Ambulance Paramedics of BC are supportive of this specialized team.

Due to the highly specialized and unique nature of the ITSU's mandate, a distinct and task - specific selection process is required. The following process has been reviewed by, and supported by law enforcement agencies that the ITSU currently supports.

The parties agree that the following will be the process for selection of members for ITSU:

After the close of an EOI, a reasonable short list of employees, in order of seniority will be developed.

Those employees will be invited to complete a physical fitness test that is comprised of at least the following: 1) A drag of 250 pounds for 100 meters and 2) a 800 meter timed run, half of which must be completed in respiratory protection (gas mask.)

Successful candidates will then be invited to attend an interview, which may or may not include a panel member from a Police Department. This interview will test for knowledge and skill and include generalized scenario based situational questions.

Each year of completed full time seniority will count for one (1) percent, up to a maximum amount of ten (10) percent of the overall score.

The candidates with the highest total score will be offered the positions.

Those candidates will then be required to obtain and maintain a security clearance, administered by the Vancouver Police Department (VPD.) Failure to obtain or maintain this clearance will result in removal from the selection process and/or ITSU.

Successful applicants will then be required to attend a tactical medical training day with BCAS and the VPD PSU intake-training course. In addition, continuing ITSU specific training will be a requirement.

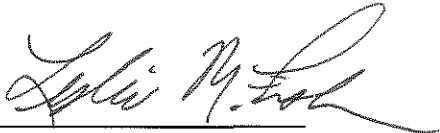
Successful applicants will have a minimum three (3) year commitment to the Integrated Tactical Support Unit (ITSU).

ITSU members are expected to maintain a reasonable amount of availability to deploy on missions and/or training. In situations where multiple BCAS specialty and/or additional resources are being deployed, ITSU members are expected to staff ITSU vacancies first.

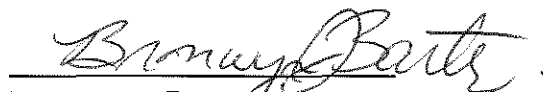
This agreement is specific to the ITSU selection only and is without precedent and prejudice to the parties positions on the collective agreement.

Any operational issues resulting from this LOA will be addressed through article 8.05 of the collective agreement.

Dated for reference: *Nov. 8, 2012*



Les Fisher  
For the Employer



Bronwyn Barter  
For the Union

# Letter of Agreement

## Article 3.04 process

For the duration of the Collective Agreement, the parties agree that the following process will replace the language of article 3.04:

Where an interpersonal dispute arises between employees covered by this agreement, an employee may take up the complaint in accordance with the procedures below.

"Interpersonal Disputes" as used in this Clause shall be defined as a series of repeated and intentional incidents whereby one employee intimidates another. It shall not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities. Nor does it include a single incident of a minor nature where the harm, by any objective standard is minimal.

Where the complaint is based on a matter for which another dispute resolution mechanism exists, then this process shall not be utilized.

- . (a) If there is an allegation, the employee will approach their direct supervisor or superintendent as appropriate, for assistance in resolving the issue. The direct supervisor or superintendent will review the issue being raised by the employee. The employer will conduct a full and objective investigation; utilizing articles 11.04 and 11.05 and the direct supervisor or superintendent will take steps to resolve the concerns as appropriate within thirty (30) days of receiving the complaint.
- . (b) If the concerns cannot be resolved, the employee may submit a written complaint to the Employer's Chief Operating Officer and President of the Union, providing full particulars of the allegation, including the name(s) of the individual(s) involved, the pertinent date(s), and the wrongdoing which is alleged to have occurred.

- (c) Upon receipt of the complaint as stipulated in (b) above, the Chief Operating Officer and President of the Union will review the investigation and any steps taken to resolve the complaint. If the parties agree that an appropriate investigation and attempt(s) at resolution were completed, that will conclude the matter in its entirety.
- (d) If, subject to (c), the parties agree that further steps are warranted, they will appoint a mutually agreeable independent investigator within fourteen (14) days. The mandate of the investigator will be to conduct an independent investigation into the allegations captured in (b) above, subject to articles 11.04 and 11.05 and as a finder of fact, determine if the dispute has merit and/or harassment has occurred and/or the complaint is frivolous, vindictive or vexatious in nature. The investigator may also make non-binding, non-disciplinary recommendations for the purpose of resolving the complaint between the complainant and respondent(s). The investigator will be requested to complete their investigation within thirty (30) days and will provide a copy of their report to the employer and union. The investigator has no authority to amend the collective agreement.
- (e) The employer may institute any or all of the investigators recommendations. The employer may also take action(s) of the investigators findings. Such action(s) are subject to the grievance procedure captured in article 9.
- (f) If the employer and union disagree that the complaint warrants further action by an independent investigator, the Chief Operating Officer and President of the union may choose a mutually acceptable alternate dispute mechanism/process. In the absence of agreement on an alternate dispute mechanism or process within fourteen (14) days, either party may advance the complaint to a mutually agreeable investigator to provide findings of fact.

- (g) If the parties are unable to mutually agree on an independent investigator, either party may file a grievance under article 9 and subject to the grievance procedure, seek relief under the *Code*.
- (h) The parties, after consultation and agreement, may release the investigators findings and/or report to interested parties taking into consideration statutory and confidentiality requirements.
- (i) The union and employer will share equally in the payment of fees and expenses of the investigator.
- (j) This agreement may be amended, as required, in accordance with article 8.05.
- (k) Either party may terminate this agreement after thirty (30) days of written notification.

Dated for reference: 20 AUGUST 2012.



Les Fisher  
Chief Operating Officer  
For the Employer



Bronwyn Barter  
Provincial President  
For the Union

LETTER OF AGREEMENT

BETWEEN:

**THE BRITISH COLUMBIA AMBULANCE SERVICE  
("BCAS")**

AND

**THE AMBULANCE PARAMEDICS OF BRITISH COLUMBIA,  
C.U.P.E. LOCAL 873  
("APBC")**

**Re: IRREGULARLY SCHEDULED EMPLOYEES**

**PREAMBLE:**

- (A) In the Memorandum of Agreement between the Emergency Health Services Commission (the "EHSC") and the APBC, the parties agreed to a full review of irregularly scheduled employees, and an attempt to make joint recommendations to the PJLMC.
- (B) The parties recognize the review and recommendations need to provide a range of options for flexibility. These options will allow for optimum levels of service delivery within a responsible fiscal framework.
- (C) After meeting, the parties reached a consensus and are making the following recommendations to the PJLMC for consideration.
- (D) These recommendations are jointly submitted pursuant to Section 4.6 of the Memorandum of Agreement, and pertain to Full-time Irregularly Scheduled Employees only.
- (E) The parties agree to meet to review or amend this agreement if and as required as consequence of resolution or agreement made by the Hourly Rate Committee as outlined in MOA Section 3.5.

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS MEMORANDUM, THE PARTIES AGREE AS FOLLOWS:

Schedule A1.01(g) of the 12<sup>th</sup> Collective Agreement will be amended as follows and, following amendments, the parties agree Full-Time Irregular Employees shall be scheduled as follows:

**A1.01(g)(i) Irregularly Scheduled Employees**

- (a) There shall be two designations of irregularly scheduled employees:

Holiday Relief Spare Board (HRSB) will fill predictable work vacancies.



Irregular Scheduled Employees (ISE) will fill unpredictable work vacancies. All Irregular Full Time employees are deemed to be ISE unless specifically notified otherwise by the employer.

- (b) Notwithstanding Schedule A1.01(d) and (f), employees designated as HRSB or ISE shall not be assigned or "own" an established shift pattern. For administrative purposes only they will be anchored to a platoon for the purposes of establishing the 56 day (crew) and 70 day (dispatch) schedule cycle and vacation selection.
- (c) HRSB and ISE scheduled employees will be scheduled and paid in accordance with the established 56 and 70 day work cycles.
- (d) All Irregularly Scheduled Employees are required to provide their designated scheduler or the designated Scheduling Office with a telephone or pager number for the purposes of contact for work allocation. These contact numbers must have messaging services. Employees must ensure that their contact numbers remain current with the scheduler or Scheduling Office.

**A1.01(g)(ii) Holiday Relief Spareboard (HRSB) Employees**

- (a) The Employer will establish, at least annually, the number of HRSB employees required for the Post. The number will be based on needs for shift coverage to cover predictable work vacancies as defined in this Letter of Agreement. Eligibility for HRSB designation will be made by seniority among eligible Full-Time Irregular staff assigned to the Post. Work vacancies will be assigned to HRSB employees on an equitable basis.
- (b) The Employer will notify the Union of the Posts in which it intends to utilize the HRSB designation of Full-time Irregularly Scheduled Employees. This notification will be distributed to staff within the respective Posts in which the Employer intends to utilize the HRSB designation.
- (c) The Employer will determine the distribution of the HRSB employees for each platoon based on operational need, and these numbers can be modified as operationally required.
- (d) Where the required number of HRSB employees changes from year to year, the least senior HRSB employee(s) by qualification level will be re-assigned to an available position for which they are qualified.
- (e) Subject to the need for *bona fide* operational changes, scheduling will be done in advance for the following vacation year. This is to coincide with annual holiday selection.

- (f) The Employer agrees to make reasonable efforts to keep HRSB employees on a platoon. The employer is not required to reschedule work that has already been scheduled to facilitate this intent. When an HRSB employee is required to be moved to another platoon due to changes in the predictable work schedule, employees will be provided with at least 48 hours advanced scheduling notice by the Employer using the primary contact number the employee is required to provide. Notification means leaving a message with an individual answering the contact number, leaving a message on the messaging system maintained by the employee, or a documented attempt to contact the employee.
- (g) In the event unpredictable work vacancies need to be assigned to HRSB employees, they will be assigned with as much advance scheduling notice as possible, and, except as provided in (g) below, with not less than 48 hours advanced scheduling notice.
- (h) If the Employer fails to provide an HRSB employee with 48 hours advanced scheduling notice required under clauses (d) and (e) above, the Employer will pay the affected employee an overtime premium (1-1/2 times the hourly rate) for all worked hours that fall inside of the required 48 hour notice period, with a 1 hour minimum. The overtime premium will be paid in replacement of, and not in addition to, the regular earnings that the HRSB receives for the worked hours inside of the required 48 hour notice period. .

**A1.01(g)(iii) Irregular Scheduled Employees (ISE)**

- (a) Without creating any obligation for a specific number of ISE irregular full time staff, it is the intent of the Employer to maximize the number of ISE's in the Post with consideration for the historical, current and projected need for full-time shift coverage. Where ISE's are required to be scheduled, unpredictable work vacancies will be assigned on an equitable basis, and with as much advance notice as is possible.
- (b) ISE's will be assigned work in accordance with the existing 56 and 70day pay cycles. For the purpose of annual vacation entitlements and selection under *Article 19*, the ISE working a 56 day cycle shall be deemed to be working Alpha blocks for their vacation, and the ISE working a 70 day cycle shall pick vacation in accordance with the practice of the respective dispatch centre.
- (c) ISE's will normally be scheduled into shift vacancies that fall within a "work block". Shifts of work within the "work block" 96-hour-window, or outside of the work block, may be altered by the Employer by providing the ISE as much advance notice as possible by the Employer using the primary contact number the employee is required to provide. Notification means leaving a message with an individual answering the contact number, leaving a message on the messaging

system maintained by the employee, or a documented attempt to contact the employee.

- (d) If the Employer fails to provide an ISE employee with 24 hours advanced scheduling notice required under clause (c) above, the Employer will pay the affected employee an overtime premium (1-1/2 times the hourly rate) for all worked hours that fall inside of the required 24 hour notice period, with a 1 hour minimum. The overtime premium will be paid in replacement of, and not in addition to, the regular earnings that the ISE receives for the worked hours inside of the required 24 hour notice period.
- (e) ISE's not already assigned to work schedules will be offered additional available work before other employees that have already received work schedules.
- (f) When the Employer has assigned work to ISE's in accordance with the processes identified above, there is no requirement for the Employer to revisit the schedules and re-assign ISE work.
- (g) Notwithstanding the requirements of Article 13.01 (j) of the 12<sup>th</sup> Collective Agreement, where the Employer determines a need to fill a vacancy on a temporary basis within a post utilizing Irregular ISE staff, the Employer will assign such temporary long-term vacancies to ISE's working within that Post as they become available. Temporary assignments will be offered to ISE's in order of service seniority of those ISE's with the required qualification level.
- (h) ISE's not assigned work after scheduled days off shall report to their "paper station" of record. ISE's will then be assigned work.

**A1.01(g)(iv) Possible Shift Patterns – HRSB and ISE**

- (a) HRSB employees on a 56 day cycle may be scheduled in full shift blocks identified under Schedule A1.01(d) and (f), or a series of individual shifts that fall within the shift patterns defined by Schedule A1.01(d) and (f). HRSB employees on a 70 day cycle may be scheduled in full shift blocks identified under Schedule A1.01 (e) and (f), or a series of individual shifts that fall within the shift patterns defined by Schedule A1.01 (e) and (f).
- (b) ISE's on a 56 day cycle may be scheduled in individual shifts, a series of individual shifts, or full shift blocks where the individual shifts fall within the shift patterns defined by Schedule A1.01 (d) and (f). ISE's on a 70 day cycle may be scheduled in individual shifts, a series of individual shifts, or full shift blocks where the individual shifts fall within the shift patterns defined by Schedule A1.01 (e) and (f).

- (c) The necessary rest period language of Article 17.01 is not altered by this agreement.

**A1.01(g)(v) Hourly Rate Adjustments**

- (a) HRSB or ISE employees working shift patterns or any individual or combination of shifts prescribed under Schedule A1.01(d) and (f) will be paid the appropriate Hourly Rate Adjustment for each shift worked.
- (b) Hourly Rate Adjustments will be paid in accordance with the rates established in Schedule B of the Collective Agreement.
- (c) The Employer will pay HRSB employees the Hourly Rate Adjustment for absences from work due to STIIP, WCB and Union Business, or any other paid leaves approved by the Employer.
- (d) The Employer will pay ISE's the Hourly Rate Adjustment for absences from work due to STIIP, WCB and Union Business, or any other paid leaves approved by the Employer, for shifts that have been scheduled in advance. In the event of absences where no shifts have been assigned, the Hourly Rate Adjustment is not applicable.

**A1.01(g)(vi) Definitions**

The definitions incorporated in this document apply only to this agreement

Predictable Work means only annual vacation entitlements plus scheduled statutory holiday entitlements for the Post.

Unpredictable Work means all other Post work that can not be predicted in advance for the upcoming vacation year, including short term book offs, training, CME extended sick leave, WCB, and other leaves that may be paid, or unpaid by the Employer.

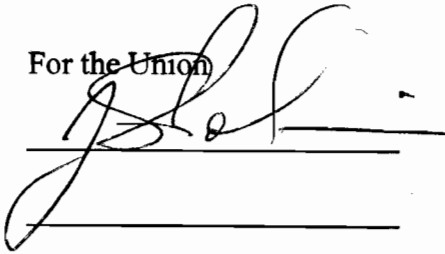
“Work Block” means those hours of work within a 96 hour consecutive hour period commencing with a day shift.

Overtime premiums contained in Schedule A1.01 of the 12th Collective Agreement are one and one half (1-1/2) times the employees normal hourly rate of pay for all hours to which the premium applies.

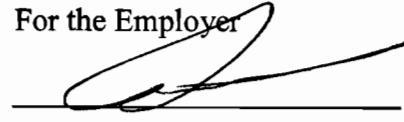
**Implementation**

The parties agree that the hourly rate adjustment (Schedule A1.01 (g)) aspects of this agreement will be effective May 1, 2006, and the balance of the agreement will implemented by July 1, 2006.

For the Union

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Employer

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: March 29/06

Examples for application of short notice scheduling change penalties:

HRSB Employee, platoon normally works 8, 9, 10, 11, on a 12 hour alpha shift (D-D-N-N)

	4	5	6	7	8	9	10	11	12	13	14	15
Shift start	off	off	off	off	0630 (12)	0630 (12)	1830 (12)	1830 (12)	Off	off	Off	off

Example 1 - Contacted at 0630 on the 6<sup>th</sup> to move his shifts to D-D-B-B. New schedule:

	4	5	6 0630	7	8	9	10	11	12	13	14	15
Shift start	off	off	off	off	0630 (12)	0630 (12)	1130 (11)	1130 (11)	Off	off	Off	off

No penalties, no hours worked between 0630 on the 6<sup>th</sup> (notification time) and 0630 on the 8<sup>th</sup> (actual first worked hour time)

Example 2 - Contacted at 0800 on the 6<sup>th</sup> to move his shifts to D-D-B-B, but earlier D shift starts (0530)

	4	5	6 0800	7	8	9	10	11	12	13	14	15
Shift start	off	off	off	off	0530 (12)	0530 (12)	1130 (11)	1130 (11)	Off	off	Off	off

Only 45.5 hours notification time from 0800 on the 6<sup>th</sup> to the 0530 start on the 8<sup>th</sup>, pay premium rate instead of regular rate from 0530 to 0800 on the 8<sup>th</sup>. (12 hour shift, pay first 2.5 hours at 1-1/2 and remaining 9.5 at regular)

Example 3 - Contacted at 0800 on the 7<sup>th</sup> to move his shifts to 10-11-12-13 instead of 8, 9, 10, 11, still doing an D-E-N-N pattern

	4	5	6	7 0800	8	9	10	11	12	13	14	15
Shift start	off	off	off	off	off	off	0630 (12)	0830 (10)	1830 (12)	1830 (12)	Off	off

More than 48 hours notification time from 0800 on the 7<sup>th</sup> to the 0630 start on the 10<sup>th</sup>.  
No premium payment for the change.

Example 4 - Contacted at 0800 on the 6<sup>th</sup> to move his shifts to 8, 9, off, 11, 12, working an E-B-C-N pattern.

	4	5	6 0800	7	8	9	10	11	12	13	14	15
Shift start	off	off	off	off	0830 (10)	1030 (11)	off	1300 (11)	1800 (14)	Off	Off	off

More than 48 hours notification time from 0800 on the 6<sup>th</sup> to the 0830 start on the 8<sup>th</sup>, no premium payment for the changes.

These examples are showing the 48 hour notice period for the HRSB irregular full time employee. The 24 hour notice period requirements for the ISE would be respectively adjusted.

LETTER OF AGREEMENT  
BETWEEN:  
**THE BRITISH COLUMBIA AMBULANCE SERVICE**  
("BCAS")  
AND  
**THE AMBULANCE PARAMEDICS OF BRITISH COLUMBIA,**  
**C.U.P.E. LOCAL 873**  
("APBC")  
**Re: IRREGULARLY SCHEDULED EMPLOYEES**

Further to the March 29, 2006 Letter of Agreement between the BCAS and the APBC CUPE 873 regarding Irregular Employees, the parties agree to the following:

1. In the absence of a schedule change notification as outlined in the LOA, the HRSB and ISE irregular employees are deemed to be scheduled:
  - a. on a four on – four off pattern where working a 56 day cycle; or
  - b. on a four on – six off pattern where working a 70 day cycle
2. When contacting an HRSB or ISE employee with respect to working shifts outside of the normally anticipated administrative platoon the scheduler will clearly identify whether the shift is:
  - a. A scheduling change that will be considered part of the 56 or 70 day schedule cycle. Such shifts are subject to the short notice exception language outlined in the LOA; or
  - b. An extra shift. Extra shifts are not subject to the short notice exception language outlined in the LOA and are paid at the appropriate recall rate for the circumstances.
3. Recognizing that Irregular employees are paid their full regular wages each pay period, irrespective of the actual hours worked, they continue to be responsible to ensure that they have worked the full schedule hour requirements for their respective 56 or 70 day cycle. At the end of each cycle a reconciliation of hours will occur with determination of whether the employee worked too many or too few hours.
  - Where the employee has worked more than the required hours in the 56 or 70 day cycle the additional hours will be compensated at the rates outlined in Article 16.04.
  - Where the employee has worked less than the required hours in the 56 or 70 day cycle they owe the employer the balance of hours and the employee will be notified in writing, via the corporate email system, of such adjustments. The balance of hours not worked but already paid for, and therefore owed by the employee to the employer, will be carried forward at the end of each 56 or 70 day cycle to the next cycle for inclusion and scheduling as part of the employees normal work assignments. Carry over hours will not be scheduled on the Irregular Employee's scheduled holidays unless mutually agreed.

4. Where the Irregular employee works an "extra shift" as contemplated in 2(b) above the applicable recall rate as outlined in Articles 16.04 and 19.10 will apply and the employee will be paid for such extra shifts each pay period. The employee must claim for the extra shift(s) using a Full Time Pay Report Form.

For the Union

Bob A.  
Michael Benoit  
\_\_\_\_\_

For the Employer

[Signature]  
[Signature]  
\_\_\_\_\_

Dated: Aug 24 / 06



# Letter of Agreement

Between

**The British Columbia Ambulance Service (the employer)**

And

**The Ambulance Paramedics of BC (the Union)**

## **KELOWNA POST REORGANIZATION**

**The parties agree that:**

- A) There are currently four (4) excess ACP Irregularly scheduled employees in the Kelowna Post
- B) There is currently an unstaffed Oscar car trial unit in the Kelowna Post
- C) There is grievance(s) on the matter

**In consideration of the above, the parties agree to reorganize the Post as follows:**

- 1) The employer will implement an ACP only Post shuffle of the current regular and irregular employees attached to the Post. This will be conducted without a Provincial Posting.
- 2) The Positions available for the shuffle shall include:
  - a) One (1) ACP Alpha Unit and one (1) ACP Bravo unit for a total of twelve (12) ACP regular scheduled positions inclusive of one (1) Unit Chief.
  - b) There will be two (2) ACP Irregularly scheduled positions available in the Post shuffle.
- 3) Upon completion of the ACP shuffle, contemplated above the employer will be positioning the ACP bravo unit at station 341 and the ACP Alpha unit will be positioned at station 340.

- 4) There will be one (1) Unit Chief Position at each station and subject to the ACP shuffle above; the employer will relocate one of the BLS units 340 A1 or A2 to station 341.
- 5) The employer will post for two vacant (2) regular scheduled PCP IV positions provincially to fill current vacancies.
  - a) One position in the Kelowna Post shall be on the low acuity aircraft (380) and the successful applicant must be willing and able to fly.
- 6) The employer will post for two (2) Irregular Scheduled PCP provincially.
- 7) After the close of the above posting, the employer will conduct a BLS Post shuffle inclusive of the current Oscar unit incumbent.
- 8) At the conclusion of the above postings and Post shuffles the critical care and low acuity air units (380B1 & B2) are no longer attached to the Kelowna Post and shall be considered a single operator Post. The positions and staff attached to the 380 station will be considered a standalone station per the Collective Agreement.
- 9) The above will be completed prior to the Post Holiday selection process. The parties recognize this may delay the normal holiday process and will work together to complete as quickly as possible.
- 10) The current Part time staffing and deployment models will not be impacted by this agreement.

For clarity, at the completion of this process, the Kelowna Post shall be comprised of the following full time units, staff and deployment:

Station 340: Alpha (ACP) and Alpha (BLS)

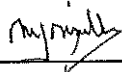
Station 341: Alpha (BLS) and Bravo (ACP)

ALS Irregular Scheduled Employees: 2 positions

BLS Irregular Scheduled: 3 Positions

The Parties agree that this constitutes full and final settlement of the outstanding grievance(s) on the Kelowna Post and is strictly without prejudice and precedent to either parties' current or future positions.

Dated for reference: 3 December 2013



For the Employer



For the Union

Mr. Cameron Eby  
Provincial Secretary Treasurer  
CUPE Local 873  
Ambulance Paramedics of British Columbia  
Unit 105-21900 Westminster Highway  
Richmond, BC V6V 0A8

June 13, 2017

**Kilo car guarantee 4hr pay conditions**

Further to our meeting of June 12, 2017, this letter will outline the reasons for the interim Kilo guarantee and the conditions attached to the guarantee. The employer is in the process of reviewing Kilo car coverage and usage to determine the most suitable scheduling method moving forward. This is all taking place as part of the Action Plan review of service delivery. On an interim basis, the employer has determined that it wishes to implement a guarantee of 4hrs pay per Kilo shift. This interim measure will be in place until either a new service delivery model is implemented or 2019 bargaining is concluded, whichever occurs first. This process will replace the current process in place within the north of the province and will apply province wide.

The following conditions will apply for the 4hr guarantee payment, effective July 1, 2017:

1. Employees assigned to work a Kilo shift and who complete the shift without a call out, shall receive a supplementary 4hrs pay.
2. Employees shall continue to receive pager pay as per the current practice.
3. Employees who work a partial Kilo shift, or split a Kilo shift with another employee, i.e. do not work the complete Kilo shift, shall not receive the 4hrs pay.
4. The employer reserves the right to activate employees for up to four hours in substitution of the above guarantee, for the purposes of training, which would occur no more than 10 times per year.
5. In the event employees are activated for the purpose of training the following will apply:
  - a. Any call out received within the first 2 hrs of the training activation will not attract a second call out and will be considered a continuation of the training activation;
  - b. If this call exceeds 4 hrs from the start of the training activation, employees will be paid as per current practice.
  - c. Any call out received within the second 2hrs of the training activation will be considered a separate call out and attract a 4hr minimum payment.
  - d. The employees' supervisor shall notify employees at least 7 days prior to the training day and the need to report for training.
6. Kilo shifts will continue to be assigned as per the current practice.

Please confirm by letter the Union's agreement on the initiative and associated terms, as defined above.

Sincerely,



for

Kevin Payne  
Labour Relations Strategic Lead

Cc Barbara Fitzsimmons – Chief Operating Officer  
Paul Vallely – Senior Provincial Executive Director, Patient Care Delivery  
Nancy Kotani – Chief Transformation Officer  
Bronwyn Barter – President, Ambulance Paramedics of BC CUPE Local 873



**Tel:** 604-273-5722 | **Fax:** 604-273-5762 | **Toll Free:** 1-866-273-5766 | **Toll Free Fax:** 1-866-273-5762  
105 - 21900 Westminster Hwy., Richmond, BC V6V 0A8  
info@apbc.ca | www.apbc.ca

June 13, 2017

Ms. Barb Fitzsimmons  
Chief Operating Officer  
BC Emergency Health Services  
P.O. Box 9600, Stn. Prov. Govt.  
Block C, 2261 Keating X Road  
Victoria, BC V8W 9P1

Attention: Mr. Kevin Payne, Director – Labour Relations

Dear Kevin;

**Re: Kilo car guarantee 4hr pay conditions**

The Union is in receipt of the Employer's June 13, 2017 dated letter which arises out of collaboration between the Ambulance Paramedics of BC, and BC Emergency Health Services commission.

The following conditions will apply for the 4hr guarantee payment, effective July 1, 2017:

1. Employees assigned to work a Kilo shift and who complete the shift without a call out, shall receive a supplementary 4hrs pay.
2. Employees shall continue to receive pager pay as per the current practice.
3. Employees who work a partial Kilo shift, or split a Kilo shift with another employee, i.e. do not work the complete Kilo shift, shall not receive the 4hrs pay.
4. The employer reserves the right to activate employees for up to four hours in substitution of the above guarantee, for the purposes of training, which would occur no more than 10 times per year.
5. In the event employees are activated for the purpose of training the following will apply:
  - a. Any call out received within the first 2 hrs of the training activation will not attract a second call out and will be considered a continuation of the training activation;
  - b. If this call exceeds 4 hrs from the start of the training activation, employees will be paid as per current practice.
  - c. Any call out received within the second 2hrs of the training activation will be considered a separate call out and attract a 4hr minimum payment.
  - d. The employees' supervisor shall notify employees at least 7 days prior to the training day and the need to report for training.
6. Kilo shifts will continue to be assigned as per the current practice and the Collective Agreement.

../2

The Union accepts and agrees to the terms and conditions as per the Employer's letter dated June 13, 2017, with amendments made within the body of this letter, on a without prejudice basis as per Article 8.05 of the Collective Agreement.

Sincerely,



Bronwyn Barter  
Provincial President  
Ambulance Paramedics and Emergency Dispatchers of BC  
CUPE Local 873

Cc: Barbara Fitzsimmons - Chief Operating Officer, BCEHS  
Paul Vallely - Senior Provincial Executive Director, Patient Care Delivery, BCEHS  
Nancy Kotani - Chief Transformation Officer, BCEHS  
Cameron Eby - Provincial Secretary Treasurer, CUPE Local 873

BB/sw/MoveUp





April 27 2005

Without Prejudice-or-Precedent

Mr. Tom Manz  
Provincial Secretary-Treasurer  
C.U.P.E. Local 873  
21331 Gordon Way, Suite 2270  
Richmond, B.C. V6W 1J9

Attention: Bronwyn Barter, *Provincial 1<sup>st</sup> Vice-President*

re: Letters of Expectation

\* \* \* \* \*

On behalf of BCAS Labour Relations we write in respect of the topic matter. The letter follows receipt of a *Copy* of letters sent, respectively, to Regional Director Dave Maedel re: a Region 1 disciplinary letter to Pmdc. Natalie Hunt, and to Regional Director Michael Sanderson re: a Region 2 disciplinary letter to Pmdc. Alan Plett.

Each letter queries "*...whether the employer has changed their agreed to practice with regards to the use and intent of Letters of Expectations.*"

The simple and straightforward answer to your query is "No." Think of *LoE's* as "written counseling". Obviously some need has arisen for the recipient to be reminded of what BCAS expectations are in a certain area. The fact that a single individual or ambulance crew perhaps received a *LoE* and not a host of other paramedics clearly indicates the matter giving rise to the *LoE* was incident-specific. But no matter. The intent of the *LoE* remains the same. It is a counseling session - nothing more, nothing less - and not discipline. For a letter to be discipline there needs to be explicit warning contained within.

To put *LoE's* in perspective, recall if you will the issuance October 17, 2001 of the Arimare memorandum *Harassment in the Workplace / Standards of Conduct* [see Intranet BCAS website Human Resources page, Workplace Conduct folder]. In addition, recall if you will the issuance November 4, 2002 of the *Valuable Insights on Workplace Conduct Requirements* [BCAS website, *supra*]. The former of those memoranda, you will remember, was circulated by means of an 11"X17" bi-fold document to each individual paramedic in the province - full-time, part-time whether metro, urban, rural or remote-based.

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(Page 2.)

The above memoranda to the field constitute "counseling" on a mass scale — documents that set out the requirements and directions and expectations for employee conduct, *i.e.* the memoranda satisfy the common law requirement for *Notice* to be provided when performance criteria are intended to be relied upon. The only difference between those memoranda and *LoE's* is the fact the target audience was "BCAS All". The target audience of a *LoE* by contrast is normally only one or two paramedics.

Having made the above comparison, the issuance of a *LoE* has no bearing on the quantum of discipline meted out, anymore than the fact of mass distribution of the *Harassment in the Workplace / Standards of Conduct* memorandum 3 ½ years ago would entitle BCAS to "leverage" a disciplinary penalty.

Suggestion has been made that in order to avoid confusion among recipients -- about the role of *LoE's vis-a-vis* their disciplinary record -- that no mention of the issuance of a *LoE* be contained within a subsequent disciplinary letter to them. As would be the case with the *Harassment in the Workplace / Standards of Conduct* memorandum, fact is a *LoE* would be admissible as evidence at any subsequent arbitration, should the need arise. Said suggestion has merit to recommend it, and we will communicate that expectation for future disciplinary letters to all Regions.

Thank you for including this department in your expression of concern about *LoE's*. We trust the preceding explanations assist the Union to better understand how BCAS Labour Relations views *LoE's*.

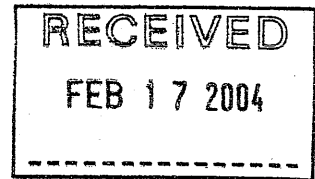
Kind regards,



W. Baird Blackstone  
*Provincial Manager, Labour Relations*

c.c. *Tony Arimare, Vice-President, Human Resources and Labour Relations*  
*Fred Platzeel, Chief Regional Officer*  
*Regional Directors*  
*Human Resource Managers*





February 12, 2004

Tom Manz  
Provincial Secretary Treasurer  
Ambulance Paramedics of BC  
CUPE Local 873  
2270 – 21331 Gordon Way  
Richmond, BC V6W 1J9

Cliff: 437115  
Without Prejudice or Precedent

Attention: Bronwyn Barter, Provincial 1<sup>st</sup> Vice-President

Dear Ms. Barter:

**RE: Letter of Expectation Sub-Committee**

BCAS & CUPE Local 873 representatives met on February 12, 2004 to discuss Letters of Expectation. The parties agreed that there have been very few concerns in the last year. BCAS agreed to provide an education update to the managers to provide some guidance.

Yours truly,

Sandra Noel  
Provincial Manager, Human Resources

cc: W. Baird Blackstone, Provincial Manager, Labour Relations  
Grievance File – Cosmacini

# AMBULANCE PARAMEDICS OF BRITISH COLUMBIA

CUPE LOCAL 873  
UNIT 2270, 21331 GORDON WAY, RICHMOND, B.C. V6W 1J9  
TEL: (604) 273-5722 TOLL FREE: 1 (866) 273-5766  
FAX: (604) 273-5762 TOLL FREE FAX: 1 (866) 273-5762  
E-MAIL: apbc@axion.net

December 17, 2003

Mr. Paul Gotto  
Acting Executive Director  
British Columbia Ambulance Service  
PO Box 9600 Stn Prov Govt  
5<sup>th</sup> Fl., 712 Yates St.  
Victoria BC V8W 9P1

Dear Sir:

**Re: Letters of Expectations**

The parties had discussions regarding an outstanding policy grievance with regards to letters of expectations at the last PJLMC on November 13, 2003.

The union proposes that the parties meet and discuss this agenda item further. Please advise if the employer is interested in meeting and if so, please include possible dates.

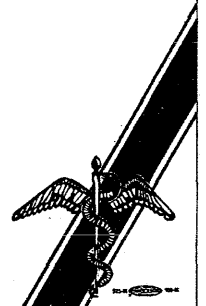
Sincerely,



Bronwyn Barter  
Provincial Vice-President  
CUPE Local 873

cc: Sandra Noel  
Fred Platteel  
Tony Arimare  
Provincial Executive Committee

BB/ki  
opeiu 15



# AMBULANCE PARAMEDICS OF BRITISH COLUMBIA

CUPE LOCAL 873  
UNIT 2270, 21331 GORDON WAY, RICHMOND, B.C. V6W 1J9  
TEL: (604) 273-5722 TOLL FREE: 1 (866) 273-5766  
FAX: (604) 273-5762 TOLL FREE FAX: 1 (866) 273-5762  
E-MAIL: apbc@axion.net

FAXED  
02/11/03

February 11, 2003

Mr. Paul Gotto  
Acting Executive Director  
British Columbia Ambulance Service  
PO Box 9600 Stn Prov Govt  
5<sup>th</sup> Floor, 712 Yates Street  
Victoria, BC V8W 9P1

Attention: Florian Penonzek, Labour Relations Consultant

Dear Sir:

Re: Letter of Expectation Sub-Committee

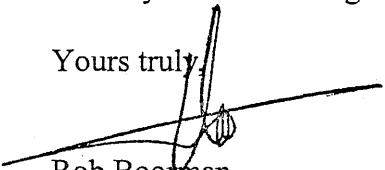
Further to our letter of January 22, 2003 in the above captioned matter, we regret to inform you that the Union must cancel the meeting scheduled for February 13, 2003.

I was able to advise Sandra Noel of this change during a telephone conversation this morning.

We will review our calendars, and propose future dates for convening this meeting.

Thank you for receiving this notification.

Yours truly,

  
Rob Boorman  
Provincial 1<sup>st</sup> Vice-President  
CUPE Local 873

cc: Provincial Executive Board, CUPE Local 873  
John Horsfield

RB/rmn  
Opeiu 15



# AMBULANCE PARAMEDICS OF BRITISH COLUMBIA

CUPE LOCAL 873

UNIT 2270, 21331 GORDON WAY, RICHMOND, B.C. V6W 1J9

TEL: (604) 273-5722

TOLL FREE: 1 (866) 273-5766

FAX: (604) 273-5762

TOLL FREE FAX: 1 (866) 273-5762

E-MAIL: apbc@axion.net

January 22, 2003

FAXED  
01/22/03

Mr. Paul Gotto  
Acting Executive Director  
British Columbia Ambulance Service  
PO Box 9600 Stn Prov Govt  
5<sup>th</sup> Floor, 712 Yates Street  
Victoria, BC V8W 9P1

Attention: Florian Penonzek, Labour Relations Consultant

Dear Sir:

## Re: Letter of Expectation Sub-Committee

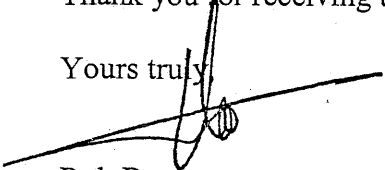
This letter is in response to your correspondence dated January 20, 2003 in the above captioned matter.

In our subsequent telephone conversation the same day, you advised me that you were no longer available to meet on February 11, 2003 due to personal reasons. You also indicated that you would be able to meet on February 13, 2003, in lieu of February 11<sup>th</sup>.

Please be advised that we are agreeable to meeting on Thursday, February 13, 2003 at 1300 hours, at the Region 1 Human Resources Office in Victoria.

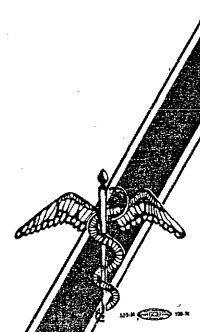
Thank you for receiving this notification.

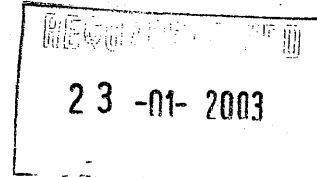
Yours truly,

  
Rob Boorman  
Provincial 1<sup>st</sup> Vice-President  
CUPE Local 873

cc: Provincial Executive Board, CUPE Local 873  
John Horsfield

RB/rmn  
Opeiu 15





January 20, 2003

Mr. Tom Manz  
Provincial Secretary-Treasurer  
CUPE Local 873  
Unit 2270 – 21331 Gordon Way  
Richmond, B.C. V6W 1J9

Attention: Rob Boorman, Provincial 1<sup>st</sup> Vice President

Dear Mr. Boorman:


RE: Letter of Expectation Sub-Committee

This is in reply to your letter, of January 9, 2003, respecting convening a meeting of the above.

Ms. Noel and I will be available to meet with you and Mr. Horsfield at 1:00PM on Tuesday, February 11 or Wednesday February 12, 2003, at the Region's HR Office in Victoria at 3300 Douglas Street.

Please confirm, in writing, if you are able to attend at either of these times and at the specified location.

Yours truly,



Florian Penonzek  
LR Consultant, BCAS

Pc: Sandra Noel, Provincial Manager, HR  
W. Baird Blackstone, Provincial Manager, LR  
Tony Arimare, Director, HR & LR



# BRITISH COLUMBIA

October 26, 1998

Ref. No. 1525-20

Gordon Frost  
Provincial Secretary Treasurer  
CUPE Local 873  
Ambulance Paramedics of British Columbia  
2270-21331 Gordon Way  
Richmond BC V6W 1J9

Attention: John Strohmaier  
1<sup>st</sup> Vice-President

Dear Sirs:

RE: Letters of Expectations

This is to acknowledge receipt of your letter dated October 1, 1998 and received on October 7, 1998 regarding the above noted matter which was also discussed at the 3 1/2 meeting of August 28, 1998.

This will acknowledge that letters of expectation are not disciplinary in nature. They will not be used in a disciplinary context. They are utilized to communicate the standards expected.

It is also acknowledged that as letters of expectation are non-disciplinary they are also non-grievable. It is agreed that they will not be introduced as a prior disciplinary matter nor will they be prejudicial in anyway for promotions, postings, etc.

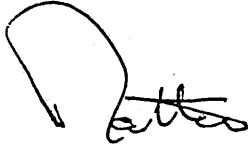
It is important to note, however, that they are not necessarily precluded from being introduced into evidence before a third party. For example, if an employee has been given some form of discipline for their actions, and those actions touch on issues for which a letter of expectation was given, then that letter can be introduced. It would not be introduced as prior discipline but only to indicate that the employee was previously made aware of the expected standards.

... 2

In reviewing the Union's letter and the above, it would appear that this reflects both parties understanding.

I trust that this now concludes all the grievances filed in relation to Letters of Expectation.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Pattee', written over a large, stylized loop that forms the first letter of the name.

R.P. (Val Pattee)  
Executive Director

pc: Vince Ready  
Greg Wood

# AMBULANCE PARAMEDICS OF BRITISH COLUMBIA

CUPE LOCAL 873

UNIT 2270, 21331 GORDON WAY, RICHMOND, B.C. V6W 1J9 (604) 273-5722  
FAX: (604) 273-5762

1525-20  
OCT 7 1998

October 1, 1998

Mr. Val Pattee  
Executive Director  
B.C. Ambulance Service  
2<sup>nd</sup> Fl., 1810 Blanshard Street  
Victoria, B.C. V8V 1X4

Dear Sir:

## Re: Letters of Expectation

We are writing further to our Step 3½ meeting of August 28, 1998 regarding our understanding of letters of expectation.

It is our understanding that the employer acknowledges that letters of expectation will never be used in a disciplinary context and further the employer undertakes not to do so.

A letter of expectation is not a warning in a traditional disciplinary sense in that the purpose is not to persuade the employee to change behaviour for which they are blameworthy. Rather, the purpose is simply to communicate the standard expected.

The parties also agree that letters of expectation are non-disciplinary and non-grievable, and therefore will not be introduced as a prior disciplinary matter nor will they be prejudicial in any way for promotions, postings etc.

Finally, we understand that employees who receive these letters are entitled to respond to the content and such response will remain where the letter of expectation resides for as long as the letter of expectation exists.

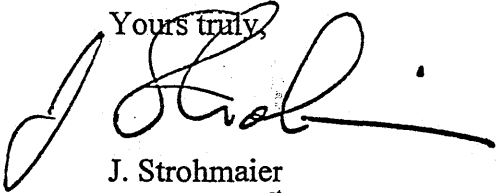
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Upon confirmation of your agreement that the foregoing interpretation reflects our mutual understanding, the Union will withdraw our grievances related to non-disciplinary letters of expectation.

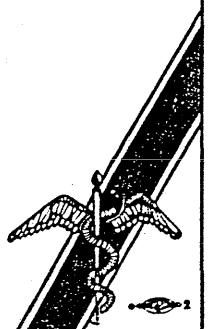
Yours truly,



J. Strohmaier  
Provincial 1<sup>st</sup> Vice-President  
CUPE Local 873

cc: Executive Board  
Grievance Files 980415-1S, 980403-2W, 980405-2W, 980719-2W, 980535-2W  
980528-2W, 980529-2W, 980542-2W, 980725-2W, 980714-2W, 980534-2W,  
980530-2W.

JS/rmn  
oteu 15



FROM  
BCGEU/GOVT  
JOINT TRAINING PROGRAM  
FOR STEWARDS & SUPERVISORS

# ELEMENTS OF A “LETTER OF EXPECTATIONS”

- Non-disciplinary
- No allegations of wrong doing
- No consequences stated
- Sets out what expected of employee
- Positive tone
- Reinforcing manner
- Reasonable Expectations

**Letter of Agreement Respecting June, 2010 Re-Organization of Operator B-88 in Vancouver Post**

The parties execute this *Letter of Agreement* for the purpose of resolving the issue of staff downsizing and reorganization in Operator B-88, the Vancouver Post Transfer Fleet, that is scheduled to take place effective July 1, 2010. With the exception noted in *Section 6*, the parties agree to the following procedures *without prejudice* to either party's views or positions on the merits of the B-88 matter under consideration, and *without precedent* to either party for any future staffing challenges the Service may face. As noted, *Section 6* is with prejudice and is made as an ongoing commitment by the parties for the life of the current collective agreement. This *Letter of Agreement* is entered into strictly for the purpose of effecting an orderly resolution to the current specific situation based upon its unique circumstances and facts. This agreement is deemed to resolve all outstanding issues between the parties with respect to the current B-88 reorganization initiative.

- 1) Subject to *Section 2* below, current staff at B-88 who are assigned to a Transfer Fleet position under duty-to-accommodate obligations of the employer shall continue in a B-88 position under this *Letter of Agreement* at the rate-of-pay they currently earn.
- 2) In addition to the staff identified in *Section 1* above who remain medically accommodated on the Transfer Fleet, the remaining current staff at B-88 who possess EMR certification shall be entitled to retain a position on the Transfer Fleet if they are able to perform the assigned work, which will not include the Ambulatory Patient Van.
- 3) All current available regular position vacancies in both Operator B-88 and on the Emergency Fleet in the Vancouver Post shall be filled by way of a three-part Vancouver Post "shuffle" process that shall proceed as follows :
  - a) Current Regular Full-Time Emergency Fleet PCP staff in the Vancouver Post shall be subject to an initial "shuffle" in accordance with *Schedule A 1.01 (c)*.
  - b) Current B-88 employees holding EMR certification, and those PCP-certified employees who are deemed accommodated on the Transfer Fleet, will remain on the transfer fleet.
  - c) The remaining PCPs currently assigned to B-88 and those PCPs assigned to the Emergency Fleet in the Vancouver post may select Operator B-88 until a total of 23 Employees are assigned to B-88.
  - d) The 23 employees who select B-88 shall pick, in order of seniority, positions on the transfer fleet.

- e) Upon completion of this process by the Scheduling Department, the resulting Vacancies on the Emergency Fleet within the Vancouver Post shall be open simultaneously to qualified staff in operator B-88 who did not select operator B-88 and to all Full-time Irregular Employees assigned to the Vancouver Post. Selection for vacancies shall be by application of seniority until all current Vancouver Post regular and irregular full-time positions are filled.
- 4) Subject to *Section 1* preceding, the parties agree that for purposes of the application of *Section 3* above Operator B-88 shall have a designated complement of twenty (20) Regular Full-Time positions, and three (3) Irregular Full-Time positions attached to Operator B-88 exclusively. Should the Employer add additional full time positions to B-88, posting shall be in accordance with Article 13, subject to *Section 8* below.
- 5) The parties agree that subject to *Section 2* above, any new staff who are assigned to Operator B-88 shall receive the established rate for that operator, namely the EMR rate, regardless of license level held by the employee.
- 6) The parties agree that as a result of the application of this *Letter of Agreement*, no EMR-certified paramedics shall be permitted to move into either full-time regular or full-time irregular positions, except for Transfer Fleet positions in any Metropolitan post.
- 7) The parties agree that employees currently assigned to Operator B-88 shall have the option to elect severance from BCAS in lieu of participating in the "shuffle" captured in *Section 3* above and/or in lieu of the recall and bumping options otherwise available to them under *Article 14.02 (c)* of the collective agreement. Individuals who elect the severance option shall, in the result, be terminated from their employment with BCAS and enjoy no further rights under the collective agreement.
- 8) The parties agree that in the event of voluntary staff movement out of Operator B-88 after the preceding reorganization occurs, the current twenty (20) regular and three (3) irregular positions at Operator B-88 shall continue to be filled by means of vacancy posting under the provisions of *Article 13*, with the proviso that employees who held a Transfer Fleet position as of June 30, 2010, and who were displaced, will have right-of-first-refusal for future B-88 vacancies until all displaced B-88 employees have been offered a position back on the Transfer Fleet. Once an employee declines a position, their name will be removed from this list.
- 9) The re-staffing arrangement in *Section 8* above is agreed to continue unless the Employer were to be directed at some point in future to reduce the staff complement at B-88 beneath the

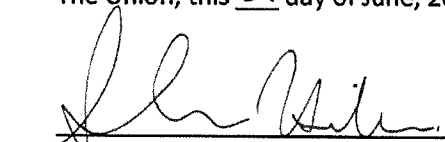
- 9) The re-staffing arrangement in *Section 8* above is agreed to continue unless the Employer were to be directed at some point in future to reduce the staff complement at B-88 beneath the established twenty-three (23) positions described herein. In such instance, were it to occur, the parties agree to meet in timely fashion pursuant to the requirements of provincial legislation and the collective agreement to effect the staff changes necessitated by any such direction.

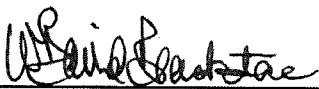
Signed on behalf of :

Signed on behalf of :

The Union, this 21 day of June, 2010.

The Employer, this 21 day of June, 2010.

  
Sherman Hillier, *Recording Secretary*  
APBC – CUPE Local 873

  
W. Baird Blackstone, *Director, Labour Relations*  
Emergency-&-Health Services Commission

August 24, 2006

Letter of Agreement  
Lower Mainland Transfer Fleet and Special Operations Supervision

BETWEEN:  
EMERGENCY HEALTH SERVICES COMMISSION  
("the Employer")  
AND  
AMBULANCE PARAMEDICS OF BRITISH COLUMBIA, C.U.P.E. LOCAL 873  
("the Union")

Preamble:

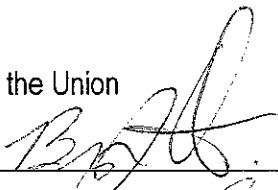
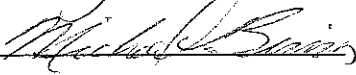
In accordance with clause 5.4 of the Memorandum of Agreement (MOA) dated September 11, 2004 and the 12<sup>th</sup> Collective Agreement the parties recognize the need for enhanced and effective supervision within the Transfer Fleet and the Special Operations of the BCAS.

In consideration of the mutual promises made in this agreement the parties agree as follows:


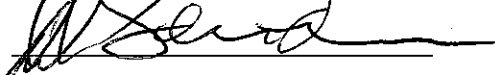
- 1) The Employer will reclassify the following positions:
  - i. Unit Chief Transfer Fleet to be reclassified to District Supervisor Transfer Fleet; and
  - ii. Unit Chief Special Operations to District Supervisor Special Operations using the District Supervisor classification and rate of pay in accordance with Schedule A of the 12<sup>th</sup> Collective Agreement.
- 2) The current incumbent Employees of the Unit Chief Transfer Fleet and the Unit Chief Special Operations, without prejudice or precedent and in variance with the agreed upon District Supervisor selection process, will be converted to the District Supervisor positions effective the date of this agreement.
- 3) For the purposes of lateral transfers pursuant to article 13.03(c) the two incumbent employees will remain at the Unit Chief classification and will not be eligible to lateral to another District Supervisor position until they first meet the requirements for selection to the District Supervisor level via the criteria and process outlined in Articles 13.03(a) and 13.03(b).
- 4) In the event of future reallocation, changes and/or reclassification with the positions of District Supervisor Transfer Fleet and Unit Chief Special Operations the incumbent Employees occupying the positions will revert/maintain their status(s) as Unit Chief(s).
- 5) The parties agree that the topic positions are wholly administrative in nature and do not involve direct patient care. In recognition of this the parties agree, without prejudice or precedent to any other matter, that the requirement for EMA licensure of the incumbent Employees will not be required while employed in that capacity, and that the incumbent employees will maintain their pay at their last license level. In the event the incumbent employees wish to transfer to an alternative paramedic position they will be required to obtain and maintain the appropriate license in accordance with Article 23.01(a).

- 6) In the event either incumbent vacates their District Supervisor position, and the position is posted, future applicants considered would need to first meet the requirements for selection to the District Supervisor level pursuant to the criteria and processes outlined in Articles 13.03(a) and 13.03(b).

For the Union

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

For the Employer

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

Dated: Aug 24/06

## LETTER OF AGREEMENT

Between:

Emergency Health Services Commission  
('the employer')

And

Ambulance Paramedics of B.C., CUPE Local 873  
('the union')

RE: Military Leave

Preamble:

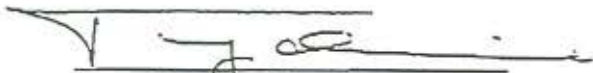
- A) The parties recognize the importance and mutual benefits of CUPE members serving with the Canadian Armed Forces.
- B) The employer is willing to grant leaves of absences to employee's serving with the Forces.

In consideration of the above, the parties agree to the following:

- 1) An unpaid leave of absence will be granted to employees for service with the Canadian Armed Forces.
- 2) "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.
- 3) 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.



- 4) This agreement will be in effect from the date of signing for the duration of the September 11<sup>th</sup>, 2004 MOA and 12<sup>th</sup> Collective Agreement.
- 5) Article 32.02 of the 12<sup>th</sup> Collective Agreement will apply to this agreement.
- 6) Either party may amend this agreement through Article 8.05 of the 12<sup>th</sup> Collective agreement.



For the Employer



For the Union

Date: April 3, 2006

## Adjustment Plan

### Relocation of Victoria Air Operations Dispatch

Pursuant to Section 54 of the Labour Relations Code and Article 25 of the Collective Agreement in force between the parties, the Emergency & Health Services Commission (EHSC) and the Ambulance Paramedics of BC CUPE 873 have agreed to the Adjustment Plan set out in this document.

As a result of the consolidation of all patient transfer dispatch operations in the Vancouver Dispatch Operations Centre, the current Victoria Air Operations Dispatch (PAACC) employees will be offered the following options:

#### (a) Full Time Employees

1. Elect voluntary severance pay calculated as per Article 14.02 (c)(i) of the Collective Agreement. Note: This option, once selected, is irrevocable. Employees who choose severance lose their employment with BCAS and will receive termination notice. Severance will be paid as a lump sum.

The 2007 agreement on re-hire of retirees to part-time status will apply following the expiration of the severance period. Employees re-hired under this provision will be retrained and must successfully complete probation.

2. Bridge to retirement. Employees who are eligible to receive a pension benefit under the Public Service Pension Plan Rules may elect voluntary severance pay calculated as per Article 14.02 (c)(i) of the Collective Agreement to be paid as pensionable salary to a maximum of 6 months. Note: This option, once selected, is irrevocable.
3. Transfer to the role of a ground operations EMD at post A99 Victoria Dispatch Operations or B99 Vancouver Dispatch Operations or C99 Kamloops Dispatch Operations OR transfer to the new Patient Transport Coordination Centre (PTCC) within the Vancouver Dispatch Operations Centre. Employees will be provided with the necessary training and orientation to transition to the role of ground operations EMD where that option is selected. Employees who opt to relocate to Vancouver or Kamloops will be eligible for reimbursement of transfer expenses as per Article 13.06 (b) of the Collective Agreement.
4. Transfer to a crew position (PCP). Note: This option requires that employees have a current PCP license or a license that is eligible for reinstatement upon application without the requirement of a full PCP training program (i.e. reinstatement only requires written examination and/or practical evaluation as per EMALB regulations). The Employer will reimburse employees who are required to pay a re-licensing/examination fee (approximately \$500) and provide up to one block of coaching/tutoring with a designated trainer to assist with preparation for re-licensing.

Employees will have the option to transfer to a vacant full-time PCP position on Vancouver Island without posting. The Employer will hold any vacancies arising on Vancouver Island

until March 14, 2012 for this purpose. Employees who elect this option will be eligible for reimbursement of transfer expenses as per Article 13.06 of the Collective Agreement.

Employees who transfer to a PCP position will have their pay "redlined" at their applicable EMD rate of pay for the initial PCP position selected. The redlining will be maintained until such time as the employee voluntarily posts to another position. "Redline" means the EMD rate of pay will be frozen until such time as the rate of the pay for the position occupied (PCP) meets the redlined rate of pay.

The 3 year lock in rule set out in Article 13.04 (b) will be waived for employees who select this option.

(b) Part Time Employees

1. Remain assigned to post A99 Victoria Dispatch Operations Centre. Employees who elect this option will be provided with the necessary training and orientation to transition to the role of ground operations EMD.
2. Transfer to B99 Vancouver Dispatch Operations Centre or C99 Kamloops Dispatch Operations Centre as a ground operations EMD.
3. Transfer to a crew position (PCP) at a primary operator where the Unit Chief has identified a need to increase staffing. Note: This option requires that employees have a current PCP license or a license that is eligible for reinstatement upon application without the requirement of a full PCP training program (i.e. reinstatement only requires written examination and/or practical evaluation as per EMALB regulations). The Employer will reimburse employees who are required to pay a re-licensing/examination fee (approximately \$500) and provide up to one block of coaching/tutoring with a designated trainer.

Employees who transfer to a PCP position will have their pay "redlined" at their applicable EMD rate of pay for the initial PCP position selected. The redlining will be maintained until such time as the employee voluntarily posts to another position. "Redline" means the EMD rate of pay will be frozen until such time as the rate of the pay for the position occupied (PCP) meets the redlined rate of pay.

All employees will be provided with notice and an Option Form, and provided with 5 calendar days to submit their completed Option Form. Full-time employees who fail to submit an Option Form will be deemed to have elected to remain assigned to post A99 Victoria Dispatch Operations Centre. Part-time employees who fail to submit an Option Form will be deemed to have elected to remain assigned to post A99 Victoria Dispatch Operations Centre.

Following the deadline to submit option forms, the EHSC will effect a post-shuffle in the Victoria Dispatch Operations Centre.

Staffing of the Patient Transport Coordination Centre

Positions in the new Patient Transport Coordination Centre (PTCC) within the Vancouver Dispatch Operations Centre will be filled in the following manner.

The current Transfer Management Office (TMO) Dispatch Officer will become the PTCC Dispatch Officer.

One PTCC Dispatch Supervisor position will be posted for competition.

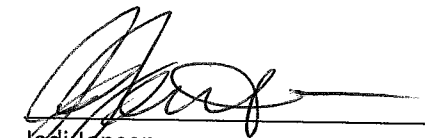
Vancouver Dispatch employees currently at the qualification level of EMCT only will be offered the opportunity to select in seniority order and order of preference from PTCC EMCT positions.

All TMO EMDs and all EMDs transferring from PAACC will be offered the opportunity to select in seniority order and order of preference from PTCC EMD positions. For the purposes of seniority selection, the seniority list of transferring EMDs will be merged with the seniority list of TMO EMDs.


Should Air Operations Dispatch revert to Victoria, then employees transferred as a result of this adjustment agreement will have first right of refusal to fill the resulting vacancies as a one time opportunity.

The parties agree that Mark Atkinson will remain seized to assist the parties with any matters arising from this adjustment plan.

For EHSC:

  
Jodi Jensen  
Provincial Manager, Labour Relations

For CUPE 873:

  
Dave Deines  
First Vice-President

February 28, 2012



**British Columbia  
Ambulance Service**  
Emergency and Health Services Commission

# Memorandum

Provincial Headquarters  
PO Box 9600 Stn Prov Govt  
2261 Keating X Road, Block C  
Victoria BC V8W 9P1

January 15, 2009

CLIFF: 764927

File: 195-20/BCAS All

To: All BCAS Staff

**Re: Labour Market Adjustment – On Call Shift Coverage Pay/Pager Pay**

In accordance with the CUPE Local 873 Wages and Benefits Re-opener, BC Ambulance Service is eliminating the pager pay clawback described in Article F8.03 (b) On Call Shift Coverage Pay of the 12<sup>th</sup> Collective Agreement and replacing it with a new claim method.

Beginning January 19, 2009, paramedics should submit for all pager pay shifts worked. Unlike the former claim method, which made pager pay null and void if a paramedic was called out during their shift, under the new system pager pay for scheduled shifts will be paid regardless of whether a paramedic is called out, with the total hours for the shift accounted for as pager pay.

For example, if a paramedic is scheduled for a 12 hour pager pay shift they will receive \$24 (12 hrs x \$2/hr) in pager pay in addition to paramedic pay in the event they are called out.

The On Call Shift Coverage Pay Form, HLTH 2516A, must be used to record the details for all on call shifts for full-time and part-time employees. Complete instructions regarding claiming for On Call Shift Coverage are included in the attached guide, which is also available on the Intranet payroll page.

As the elimination of the pager pay clawback went into effect on April 1, 2008, employees owed pager pay hours for shifts when they were called out will be asked to submit a claim for these hours. Further instructions regarding the process for retroactive pager pay claims will be shared via memo on Monday, January 19, 2009. Details will also be provided to Unit Chiefs at this time, to support them in reviewing pager pay claims submitted by employees.

Sincerely,

*Original signed by*

Deidre Moran  
Controller

## Letter of Agreement

Between  
British Columbia Ambulance Service  
and  
Ambulance Paramedics of BC, CUPE 873

### Paramedic Assignment to Emergency Department

#### Preamble:

An initial trial in April –May 2005 of secondment of BCAS paramedics to provide short-term support to various Fraser Health Authority hospital emergency departments was undertaken. Since that time BCAS has been asked again on various occasions to provide short term staffing support to Fraser Health Authority Emergency Departments on a direct staff assignment basis rather than on the prior secondment basis.

The parties believe a framework should be established which can be implemented as required to respond to such short term paramedic staffing requests.

The intent of any such assignment will be to provide trained primary care paramedic staff to the health authority to help improve patient flow within the ED and to mitigate the impact of continued ambulance delays on BCAS emergency fleet and response times.

Therefore, the parties agree as follows:

1. BCAS paramedics may be assigned to work within an ED to look after incoming ambulance patients, within their scope of practice.
2. While working within the assigned ED the paramedic remains under the direction and supervision of BCAS. However paramedics assigned to the ED are expected to cooperate with hospital staff to maintain patient care and improve the flow of patients through the ED.
3. If an opportunity for longer term assignment to an ED exists the BCAS will post an "Expression of Interest" (EOI) for a period of fourteen (14) days. The EOI will be restricted to BCAS applicants from the post in which the ED is located. The EOI will indicate the required qualifications for any applicant. Preference will be given to qualified applicants with disability who are physically capable of performing the required work.
4. For shorter term assignments, or until an EOI process has been completed, or where there are no successful qualified applicants to the EOI, BCAS will assign work as follows:
  - a. to qualified available irregularly scheduled staff who do not have assigned work;
  - b. to qualified part time in post staff who have made themselves available for work;
  - c. to qualified full time in post staff who have made themselves available for overtime;and

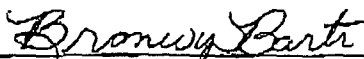
- d. to qualified full or part time out of post staff who have made themselves available for work.
- 5. Nothing in this agreement obligates BCAS to staff ED's as noted on any given shift. All decisions to staff EDs will reside with the Employer at its discretion.
- 6. Hours of work will be in accordance with any of the shift patterns in Schedule A1.01 of the Collective Agreement, or four 12 hour day shifts followed by four shifts off, as required by the employer. Hourly Rate adjustments for the related shift durations will apply to the hours worked. District Supervisors will provide direction with respect to breaks and break periods as required.

For the Employer

For the Union




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Date: March 16/06

Date: March 16/06.

**ADVANCED CARE PARAMEDIC PRIMARY RESPONDER UNIT (PRU) EVALUATION**

**LETTER OF AGREEMENT BETWEEN**

**THE BRITISH COLUMBIA AMBULANCE SERVICE (BCAS)**

**AND**

**THE AMBULANCE PARAMEDICS OF BC (APBC)**

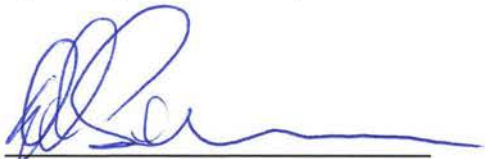
The British Columbia Ambulance Service intends to conduct a proof of concept evaluation to determine the viability of single responder Primary Response Units (PRU) in the Lower Mainland Region. To facilitate this evaluation the parties agree as follows:

1. This agreement to proceed with the Advanced Care Paramedic PRU proof of concept evaluation process is entered into without prejudice to either party's position regarding ALS delivery in British Columbia.
2. This PRU evaluation agreement is intended for a period of at least 6 months, after which an evaluation, by the parties, will be conducted to determine the viability of the PRU initiative. The PRU evaluation period shall commence July 5, 2010.
3. The PRU Evaluation agreement applies to the Lower Mainland Region only.
4. The PRU shall initially be staffed as follows:
  - a. The Lower Mainland ALS Training Unit (267 Juliet), currently staffed with 4 full time paramedics 12 hours a day, seven days a week, will be converted into two (2) single person PRU units, each staffed with one full time paramedic 12 hours a day, seven days a week;
  - b. No paramedics shall be displaced or forced from their regular positions to participate in this evaluation;
  - c. While the paramedics participating in the PRU evaluation trial are temporarily placed into the PRU program, their normal station and platoon position will be remain available for their return; and
  - d. At the completion of the PRU evaluation period the participating paramedics will return to their former station, and platoon positions.
5. If the evaluation expands to include more than the initial four paramedics the parties will meet to discuss options on how additional staff are selected and utilized.
6. If the evaluation expands to include more than the initial four paramedics, an appropriate orientation program will be developed.
7. The Shift pattern shall be a 12 hour Bravo shift in accordance with Schedule A1.01 (F). The "Alpha" hourly rate adjustment shall apply to this shift.



8. The BCAS shall establish and track key performance indicators to verify the success or failure of the evaluation. The information will be shared with the Union.
9. The PRU may be utilized for Precepting or Mentoring students and existing employees as appropriate.
10. For the term of the PRU evaluation period wages shall be as follows:
  - a. Participating paramedics shall suffer no loss of pay while participating in this trial.
  - b. Pay shall be the Employee's normal rate of pay plus \$375 per month.
  - c. All regular wages including the \$375 shall be pensionable.

Signed on behalf of **BCAS (THE EMPLOYER)**  
by its duly authorized representative:



Executive Director  
Michael C. Sanderson  
BC Ambulance Service

DATE: JUL 23 2010

Signed on behalf of **APBC (THE UNION)**  
by its duly authorized representative:



Provincial Recording Secretary  
Sherman Hillier  
Ambulance Paramedics of BC

DATE: JUL 23 2010

September 12, 2005

**LETTER OF AGREEMENT**

**BETWEEN:**

**BRITISH COLUMBIA AMBULANCE SERVICE  
(the "BCAS")**

**AND:**

**AMBULANCE PARAMEDICS OF BRITISH COLUMBIA, C.U.P.E. LOCAL 873  
("APBC")**

**Re: Recruitment - PCP/ACP Training Commitment**

**PREAMBLE:**

- (A) The parties recognize a need to address human resources, recruitment and paramedic training needs, particularly in remote and rural British Columbia, and ACP in the Urban and Metropolitan areas.
- (B) The language under article 13.01(d)(iii) restricts some qualified internal applicants from moving and filling province wide paramedic vacancies.
- (C) There are significant ACP recruitment issues as well as PCP recruitment and retention issues in rural and remote areas and.
- (D) The parties recognize that there may be impacts from this agreement and are committing to address those issues, should they arise.

The parties agree to the following:

A "Training Commitment" is defined as a commitment an employee provides for either paid PCP or ACP training as applicable.

**Full-Time ACP Training Commitment**

Except for employees selected in accordance with clause 3.6.4.

Employees who are provided paid ACP training in accordance with Article 13.05 and 23 and MOA 3.6.2 will be required to provide a training commitment of three years from the date of qualification as defined in S3.6.9 of the MOA in the post where they were appointed and selected for the training position.

In the event an employee transfers before completing the training commitment an employee will reimburse the employer, on a pro rated basis, for tuition fees associated with the training. Pro rating will be determined by the time remaining in the commitment at the time of transfer.

**Part-Time – PCP/EMR Training Commitment**

Except for:

- 1) Employees hired under 12<sup>th</sup> agreement prior to signing of the September 11, 2004 MOA
- 2) Employees provided PCP training prior to signing of the MOA.
- 3) and, those captured under 3.6.7 of the MOA.

Employees who are provided employer paid PCP or EMR training in accordance with Article F3.05 will be required to provide a training commitment of three years in the post where they were hired. In the event an employee transfers before completing the training commitment an employee will reimburse the employer, on a pro rated basis, for tuition fees associated with the training. Pro rating will be determined by the time remaining in the commitment at the time of transfer.

**Article 13.01(d)(iii)**

Will be amended to read:

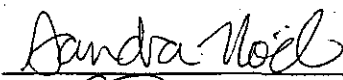
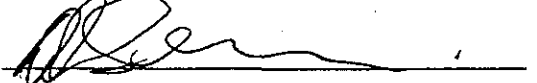
Excluding promotions in accordance with 13.03(a)(b), and selection in accordance with 13.04, employees who successfully bid and are appointed to full-time Paramedic, EMA 1, or Supervisory positions pursuant to Article 13.01(d), 13.03(c) or Schedule F3.04(a), and have had a paid move within the previous three years shall not be entitled to relocation expense as outlined in Clause 13.06(b).

**Term**

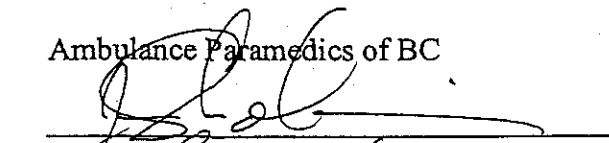
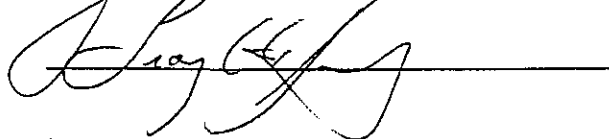
This agreement will be in effect at the signing of this letter of agreement, through the expiration of the MOA and 12<sup>th</sup> collective agreement. At its discretion and following discussion at the PJLMC, the employer or the union may discontinue this arrangement with 30 days written notice.

Dated for reference September 13, 2005.

British Columbia Ambulance Service

  
\_\_\_\_\_  


Ambulance Paramedics of BC

  
\_\_\_\_\_  


# Ambulance Paramedics

of British Columbia - CUPE 873



Tel: 604-273-5722 | Fax: 604-273-5762 | Toll Free: 1-866-273-5766 | Toll Free Fax: 1-866-273-5762  
105 - 21900 Westminster Hwy., Richmond, BC V6V 0A8  
info@apbc.ca | www.apbc.ca

September 8, 2015

Ms. Jodi Jensen  
Chief Operating Officer  
BC Emergency Health Services  
PO Box 9600, Stn Prov Govt  
Block C, 2261 Keating Cross Road  
Victoria BC V8W 9P1

Dear Ms. Jensen:

**RE: PCP-A Endorsement**

I write in response to Kristy Child's letter of April 28, 2015, which I have attached for your reference.

The Union is in agreement to the elimination of 'PCP-A' endorsement, as proposed in the Employer's letter. As such, we agree to the implementation of the proposed changes to the scheduling practices.

Additionally, please be advised that the Union views this as an amendment to the existing 'ACP Deployment LOA', which I have also attached.

Sincerely,

Cameron Eby  
Provincial Recording Secretary  
Ambulance Paramedics of BC  
CUPE Local 873

Cc: PEC  
PEB  
Julie Wengi  
Judy Doyle

CE/ki/cope378

April 28, 2015

Bronwyn Barter, Provincial President &  
Dave Deines, Provincial Vice-President  
CUPE Local 873  
Ambulance Paramedics of BC  
Unit 105 – 21900 Westminster Highway  
Richmond, BC V6V 0A8

Cliff: 1010524  
File: 9300-00  
**Without Prejudice or Precedent**

Dear Ms. Barter and Mr. Deines:

**Re: PCP-A Endorsement**

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Further to our recent discussions at PJLMC, the Employer agrees that the PCP-A and PCP-IV endorsements/designations are equal for scheduling purposes. As such, no scheduling preference will be granted to either designation. As this is a change in practice, we propose implementing this change on June 1, 2015. If this is agreeable to the Union, the Employer will not grant preferential scheduling to the PCP-A endorsed Employees beginning with the June 2015 schedule. As well, the Employer will not grant preferential treatment to the PCP-A endorsed Employees for short-notice booking beginning on June 1, 2015.

Please let me know if the Union is in agreement with the above.

Yours truly,



Kristy Child  
Director, Human Resources and Labour Relations

pc: Jodi Jensen, Chief Operating Officer  
Julie Wengi, Executive Director, Human Resources  
Tae Miyazaki, Labour Relations Lead  
Nurinder Singh, Executive Director, PHSA Scheduling & Time Keeping Solutions  
Farhana Solankie, Director, PHSA Scheduling & Time Keeping Solutions  
Bill Rana, Team Lead, Scheduling

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**LETTER OF AGREEMENT**

**BETWEEN:**

**BRITISH COLUMBIA AMBULANCE SERVICE  
(the "BCAS")**

**AND:**

**AMBULANCE PARAMEDICS OF BRITISH COLUMBIA, C.U.P.E. LOCAL 873  
("APBC")**

**Re: Implementation of PCP-A Training**

The BCAS and APBC recognize the need to have an understanding of particulars with respect to the scheduling and implementation of PCP-A training as identified within the party's agreement of March 18, 2005, and the parties MOA dated September 11 2004.

The parties agree that for the implementation of PCP-A training only, and without prejudice or precedent to any other training, the following will apply:

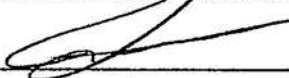
- a) Employees scheduled to work prior to, or following PCP-A training shall receive a minimum of 24 clear hours of paid leave between their regular shift and the start and/or end of training.
- b) The parties agree that the method of scheduling employees for the PCP-A course to date is considered to be in compliance with the scheduling requirements. However for future courses, not yet scheduled, employees will be entitled to select training courses based on service seniority or earliest date of hire and based on all available course dates.
- c) While this agreement shall be in full force and effect during the MOA and 12<sup>th</sup> Collective Agreement the terms shall not be applicable retroactively for any training already commenced or completed.

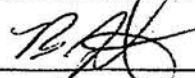
Dated for reference January 6, 2006.

For:

British Columbia Ambulance Service

Ambulance Paramedics of BC

  
 \_\_\_\_\_  
 Jan 17/06

  
 \_\_\_\_\_  
 Jan. 17/06.

**MEMORANDUM OF AGREEMENT**

Between British Columbia Ambulance Service (BCAS)

And

Ambulance Paramedics of BC – CUPE Local 873 (APBC)

**Designate for Signing Probation Letters**

The parties agree that for the purpose of Articles 11.08 and F 4.04 (Probationary Employment) of their Collective Agreement the authority to sign letters extending the probation period should be expanded.

The parties further agree that either the Executive Director or their designate shall be recognized as having the authority to sign probation extension letters under Articles 11.08 and F4.04.

For the BCAS

For the APBC

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*Leticia M. Lusk*

\_\_\_\_\_

*Bronwyn Barber*

Date MAY 2, 2013

Date May 1, 2013



October 2, 2017

Mr. Cameron Eby  
Secretary Treasurer, C.U.P.E., Local 873  
Ambulance Paramedics of British Columbia  
105-21900 Westminster Hwy  
Richmond, B.C. V6V 0A8

Attention: Bronwyn Barter – President CUPE 873

**RE: Introduction of the Patient Care Communications and Planning Practice Educator**

Dear Ms. Barter,

We are writing to advise you that BCEHS will implement a new position within the Learning Department. We would like to introduce the Patient Care Communications and Planning Practice Educator position which will be replacing the current Quality Improvement Coordinator and Regional Training Officer Positions. It will be a bargaining unit position and will report to the Manager, Patient Care Communications and Planning.

The existing Quality Improvement Coordinators and Regional Training Officer positions will be grandfathered into this new job description and will be provided with all training required to qualify for the position.

This will not result in any lay off, and will be adding additional positions to the department.

I have attached the job description for your ease of reference; please feel free to contact me with any questions or concerns.

Sincerely,



Stephanie Hanna  
Consultant, Human Resources  
BCEHS

Cc: Kevin Payne, Consultant, Labour Relations,  
Tracie Northway, Director, Learning Practice and Clinical Initiatives  
Joel Herrod, Manager, Patient Care Communications and Planning



BRITISH COLUMBIA EMERGENCY HEALTH SERVICES

(the "Employer")

And

AMBULANCE PARAMEDICES OF BRITISH COLUMBIA (CUPE 873)

(the "Union")

(together the "Parties")

**Re: Dispatch Quality Improvement Coordinator transition to Practice Educator**

### **Section 54 Adjustment Plan**

**WHEREAS:**

- A. The Employer is eliminating all Dispatch Quality Improvement Coordinator ("QIC") positions;
- B. The Employer is creating a new role called Practice Educator;
- C. The Employer has determined Incumbents in QIC positions are deployable to the new role of Practice Educator; and
- D. The Parties wish to provide Incumbents presently occupying PCCP QIC positions with various options.

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

- 1. The position of Dispatch QIC shall be eliminated.
- 2. Employees currently designated as Dispatch QICs shall have the following options:

a) QICS may elect to be designated as Practice Educators, and maintain employment in this new position at the current rate of pay plus any negotiated increases:

(i) Employees electing this option shall be provided with any education or training required as determined by the employer to assume the Practice Educator role at the Employer's expense.

b) QICs who do not wish to transition to the new position of Practice Educator, shall have the option to be placed into a PCCP position within their regional dispatch center. If required the employer will create a supernumerary position within the center, in locations that the employer creates a supernumerary position under this agreement the next vacancy at such location will not be posted and the supernumerary position shall be removed from the location. Employees exercising this option shall have their current salary red circled for a maximum period of two years, at which time their salary will be adjusted to the rate of the position being occupied.

c) The Employer will offer a Voluntary Departure Package ("VDP") to all QIC employees who are eligible to retire on pension. The terms of the Program are as follows:

(i) employees shall be entitled to severance pay to a maximum amount of 18 months based on the following calculation: 2 weeks per year of service up to 30 years of service. Employees with 31 years plus of service shall receive the 18-month maximum.

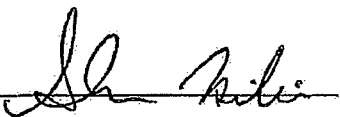
(ii) service shall be calculated based on an employee's original date of hire. Employees accepting this option shall not be eligible for rehire under the "retire/rehire" letter of agreement.

3. QIC employees shall have until November 29, 2017 to advise the Employer which option they have elected. Employees who have not provided an election option

by November 29, 2017 will be deemed to have accepted the new position of Practice Educator.

4. Nothing in this agreement precludes either party from triggering a reclassification pursuant to the Article 23.
  
5. The parties agree that for the purposes of labour relations, the term "Practice educator" and "Quality Improvement Coordinators" are deemed to be synonymous.
  
6. This Agreement is made in accordance with Section 54 of the *Labour Code*, and is made on a without prejudice and precedent basis, and will not be relied on by either party in any future situation.

DATED: November 23, 2017



For the Union

Sherman Hillier



For the Employer

Tracie Northway



BCAS HQ  
FEB 27 2003



VANCOUVER 2010

IT'S OUR TIME  
TO SHINE

February 24, 2003

Cliff: 431353  
File: 4065-20/SSTA

Memorandum of Agreement  
Schedule A1.01(f) New Shift Pattern  
Schedule E Regional Quality Improvement Coordinators

The British Columbia Ambulance Service (BCAS) and CUPE Local 873 agree to implement a new shift pattern in accordance with Schedule A1.01(f). The parties agree that a new shift pattern of four days on, three days off, 8.75 hours per day will be added as an acceptable shift pattern for the Regional Quality Improvement Coordinators. BCAS and existing incumbents may agree to apply the new shift pattern. The parties agree Article 19.03(e) will be applied to determine vacation entitlement for the 4/3 8.75 hour shift pattern.

The parties agree this Memorandum of Agreement may be cancelled with 30 days notice by either party.

AGREED

Paul Gottol  
A/Executive Director  
BCAS

FEB 28, 2003  
Date

AGREED

John Strohmaier  
President  
CUPE Local 873

FEB 24, 2003  
Date

**Letter of Agreement**

**Between:**

**BCEHS - BC Emergency Health Services**

**&**

**CUPE-873 - The Ambulance Paramedics of British Columbia**

**BCEHS Retire Rehire Policy and Process**

**for CUPE 873 Employees**

Employee 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. Fulltime 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 primaryoperator for call out in order to qualify for rehiring in that station/post.
4. The employee will also indicate their requested return date as a Part time CUPE 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 which currently includes a criminal record check, medical, and submission of both Class 4 and paramedic licenses.

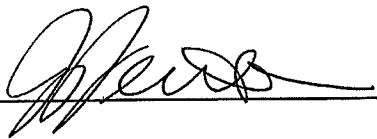
Employees requesting new employment must be in good standing with BCEHS including a satisfactory work record (as an equivalent to a new hire reference check).

6. After conclusion of the separation required by the Pension Corporation (currently 30 days), the employee will be hired as a Part Time employee with a new 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 Part time five (5) 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.

Employees who do not meet requirements identified through the steps listed above will be recruited through PHSA 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 LOA.

The parties agree this document replaces all other references and agreements regarding rehires of retired employees.

This agreement will expire April 30, 2019.



**Jodi Jensen, COO BCEHS**

\_\_\_\_\_

**Date**



**CUPE 873 Representative**

\_\_\_\_\_

**Date**

Oct 21/15

## **2014 Collective Bargaining**

### **Regular Part-time Employees – Community Paramedicine Program**

Effective April 1, 2015, BCEHS intends to introduce a new employee category of "Regular Part-time employees" for the Community Paramedicine Program to be defined as follows:

A Regular Part-time employee is an employee who works less than full-time on a regularly scheduled basis. Regular Part-time employees accumulate seniority on an hourly basis for all hours worked as a regular employee. Regular Part-time employees shall receive the same perquisites, on a proportionate basis, as granted Regular Full-time employees.

The parties agree that:

- (a) Regular Part-time employees will work an established proportion of a thirty-seven and one-half (37.5) hours week.
- (b) An involuntary reduction in the scheduled hours of a Regular Part-time employee is a lay-off.
- (c) For the purpose of calculating entitlements for Regular Part-time employees on a proportionate basis. Thirty-seven and one-half (37.5) hours per week will be used as the full-time denominator.
- (d) Regular Part-time employees will serve a six month probationary period as defined in Clause 11.08 Probationary Employment.
- (e) A new Regular Part-time employee who was previously a Full-time employee without a break in service greater than six (6) months will not be required to serve a probationary period.
- (f) 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.
- (g) Regular Part-time employees will be entitled to severance pay under Clause 22.13 on a proportionate basis.
- (h) Regular part-time positions will be established at the discretion of the Employer after consultation with the Union. Establishment of regular part-

time positions will not result in involuntary hours reduction of any current, as of June 23, 2014, Regular Full-time employees.

- (i) 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.
- (j) Current Full-time employees will have priority within their post or geographic area for available regular part-time positions.



IN A MEDIATION / ARBITRATION

BETWEEN:

**EMERGENCY HEALTH SERVICES COMMISSION, (BRITISH  
COLUMBIA AMBULANCE SERVICE),**

the "Employer"

AND:

**AMBULANCE PARAMEDICS OF BRITISH COLUMBIA,  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 873,**

the "Union"

**RE: Article 13.03 Interest Dispute/Grievances #:**

**AWARD**

Arbitrator:	Rod Germaine
For the Union:	Bronwyn Barter, John Horsfield, Sherman Hillier & Tom Manz
For the Employer:	W. Baird Blackstone, Sandra Noel, John McKinstry & Robert Lennox
Hearing:	January 15,2008; Vancouver, B.C.
Date of Award:	February 14,2008

## **Introduction**

[1] This matter encompasses an interest arbitration and the mediation/arbitration of several grievances. It originated in a number of grievances respecting the selection process for full-time Unit Chief and Charge Dispatcher positions. The applicable collective agreement provision is:

### **Article 13.03, Selection Process for Full-Time Supervisory Positions:**

For the selection of full-time supervisory positions:

- (a) The Employer shall first consider employees who meet the following eligibility criteria:
  - i) must be bargaining unit employee; and
  - ii) must have three 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 90%. Seniority shall be weighted based on 1% for each completed year of full-time service to a maximum value of 10%. The successful candidate(s) shall be the employee(s) with the highest total score and a satisfactory disciplinary record.
- (c) Subject to Clause (a)(ii) above, employees occupying supervisory positions shall not be subject to (b) above. Such employees, on application, shall be appointed to vacancies for which they are qualified, on the basis of service seniority.

In the event there are less than four applicants who meet the criteria in 13.03(a) then the Employer shall first consider all full-time bargaining unit applicants on the posting.

[2] The parties' efforts to resolve a particular grievance - #060602-5: Penner, Dalebout, Key - evolved into a discussion about the operation of Article 13.03 generally. Clause (b) references three criteria – knowledge, skill and seniority – but provides certainty only in relation to seniority. It mentions “highest score” without indicating how knowledge and skill are to be scored. In this respect, the Employer relied on its long-standing practice of requiring candidates to meet a threshold level of proficiency in a written test for knowledge and an interview to assess skill. The frequency of such assessments is not prescribed, although the provision may imply the necessity to assess every candidate for each posted position. If so, the provision creates obstacles for

employees and imposes needless, impractical administrative burdens on the Employer. The potential for improvement was evident. In fact, the parties were already engaged in discussions aimed at reforming the selection process.

[3] In order to resolve the contentious issues which emerged from this discussion, the parties agreed to reconstitute the mediator/arbitrator as an interest arbitrator authorized to establish a fair and practical process for the balance of the current collective agreement. To that end, the parties agreed this arbitration board is authorized to supplement and, if necessary, revise the language of Article 13.03. At the same time, the parties also agreed to refer all outstanding grievances related to the current language of Article 13.03 to this board for final and conclusive determination by mediation/arbitration.

#### **Article 13.03 / the selection process**

[4] The parties favoured the implementation of a scheme by which employees interested in promotion to Unit Chief or Charge Dispatcher would be given a regular, scheduled opportunity to satisfy the knowledge requirement. This practice would create a pre-qualified pool of candidates eligible to apply for any posted vacancy. The intention of this award is to adopt this pre-qualified pool approach.

[5] It is important to emphasize that, except to the extent that it is augmented by this award, Article 13.03 shall continue to govern the selection process. For further clarity;

- the process remains one for selection of *full-time* Unit Chief and Charge Dispatcher positions;
- pursuant to Article 13.03(a)(i) and (ii), applicants for a posted position must be bargaining unit employees who have the requisite experience “at the relevant Paramedic level or Dispatcher as applicable”;
- pursuant to Article 13.03(b), applicants’ “total score” shall continue to consist of the graded result of a written examination (45% of total), the assessment rating in an interview (45% of total) and seniority ( 10% of total);

- pursuant to Article 13.03(b), applicants must also maintain “a satisfactory disciplinary record”;
- pursuant to Article 13.03(c), post-probationary Unit Chiefs and Charge Dispatchers continue to be entitled to “be appointed to vacancies for which they are qualified, on the basis of service seniority”; and
- because the paragraph at the conclusion of Article 13.03 remains in effect, if there are fewer than four applicants for a posted vacancy, the Employer may consider other applicants but shall do so by first considering other full-time applicants.

[6] With this confirmation of existing terms, I turn to the additional terms imposed by this award to define a pre-qualified pool and adopt the required contract refinements.

Pre-qualified pool

[7] Twice annually, the Employer shall provide full-time employees with the opportunity to write a supervisory position qualifying examination. The examination will be offered before June 30, 2008 and at six month intervals thereafter. In this respect:

- i) employees must have three years plus a day service seniority on the date the examination is written;
- ii) employees must achieve a 60% grade to pass the examination;
- iii) employees who fail to achieve 60% shall not be prevented from writing the examination in the future; and
- iv) employees who pass the examination shall be considered pre-qualified.

[8] In general terms, this qualifying examination is intended to test the employee’s knowledge of how to process information in a manner consistent with the requirements of a supervisory position, including, for example, understanding and following instructional memoranda, performing basic mathematical calculations, etc. Employees will be given more particular advance information regarding the materials and body of knowledge covered by the examination. The Employer shall consult with the Union to ensure the information disclosed in advance is both accurate and complete. The parties shall meet for this purpose.

Posting and selection

[9] When a Unit Chief or Charge Dispatcher vacancy is posted, applications will be received from candidates in the pre-qualified pool and:

- i) all applicants will be interviewed;
- ii) candidates must achieve a 60% assessment rating to succeed in the interview; and
- iii) the candidate with the highest combined score will be selected for appointment.

[10] One aspect of this matter is not disputed: the parties intend this process to serve *bona fide* applications. Employees applying for a posted vacancy should expect to take the position if they are the successful applicant. That is, employees should not apply unless they are prepared to accept the vacant position; the process is not a training exercise to prepare candidates for future posting competitions. This is a statement of mutual intention; failure to comply will not expose an employee to discipline or compulsory relocation.

[11] The results of each examination and each selection process shall be published in order to provide candidates with constructive feedback on their prospects for promotion. For this purpose, "results" do not include seniority scores. Publication shall not disclose the identity of the candidates; an examination-specific or competition-specific code number/letter and/or name shall be assigned to each candidate.

Duration

[12] The parties' agreement to invest this arbitration board with the authority to modify the selection process for full-time supervisory positions was limited to the current collective agreement. To the extent this award imposes new contract provisions and a new selection process, it shall cease to have any effect at the conclusion of the term of the current collective agreement and any extension thereof pursuant to Article 32.02.



## **Letter of Agreement**

### **Between:**

**BCEHS – BC Emergency Health Services**

**&**

**CUPE-873 - The Ambulance Paramedics of British Columbia**

### **Selection Process:**

### **Instructors, Preceptors, & Mentors**

BCEHS has a variety of situations where CUPE employees support education and training programs. In order to provide a transparent and fair selection process, the steps outlined in this letter will be used to select employees for the following roles:

- Instructor
- Preceptor
- Mentor

The purpose of this selection process is to capture all training and coaching related roles that attract additional pay for the responsibilities described in Article 22.05 of the CUPE 873 Collective Agreement. For this reason, BCEHS plans to use this process for future roles of this type created through program improvements.

BCEHS will offer these training and coaching related opportunities through an Expression of Interest (EOI) which will include the following:

1. Posting length of a minimum of 14 days
2. Post in which the position belongs
3. Job duties and qualifications
4. Selection criteria and process
5. Alphabetical applicant list published following the closing of the posting

### **Selection Process**

**Qualifying Applicants** - Qualified applicants will be determined by the following criteria:

- a. Applicants must hold the required license and/or certification specified in the EOI that is applicable to the program or license level for the position (examples might be PCPIV license for PCP paramedic preceptors or Emergency Medical

- Dispatcher (EMD) with a current AMPDS and CPR C certification for dispatch preceptors).
- b. Applicants must have achieved the experience level as specified in the EOI
  - c. Applicants must have a satisfactory work record

The above noted qualifiers must be achieved by the closing of the EOI per standard selection processes for CUPE 873 employees.

**Testing** - BCEHS will use one or more of the following to evaluate the knowledge, skills, and ability of applicants:

- a. Written examination
- b. Online/Computer-based testing
- c. Simulations

Recruitment tools will be used to evaluate knowledge, skill and abilities at a passing rate of sixty (60) percent.

**Interview** - Applicants who are successful in the knowledge, skills, and abilities evaluations will be scheduled for an interview. The interview will be evaluated at a passing rate of sixty (60) percent.

The interview will account for a total score of ninety (90) percent.

**Seniority** - Seniority shall be weighted based on one (1) percent for each completed year of full time service to a maximum value of ten (10) percent.

**Training** - Successful candidates will be required to attend and successfully complete a variety of training, including but not limited to, courses, orientation, and field training.

### **Term and Applicant List**

Preceptors, mentors, and instructors will remain qualified for a period of three (3) years. At the end of the three year tenure, qualified instructors, preceptors, and mentors will apply to a subsequent EOI and must be a successful applicant in order to continue in their role.

Applicants will remain pre-qualified for subsequent vacancies for a period of six months, without the requirement for BCEHS to repost.

Where an insufficient number of successful applicants are achieved through the EOI process as identified above, the employer may move to the non-qualified applicants or repost a new EOI within the six month period.



Preceptors, instructors, and mentors who have successfully completed training and ongoing performance evaluations will be deemed qualified if they change posts within the same license level/certification level.

The parties agree this document replaces all other references and agreements regarding selection processes for all training and coaching related roles that attract additional pay for the responsibilities.

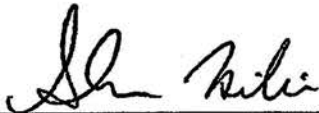
This agreement will expire April 30, 2019.



**Jodi Jensen, COO BCEHS**

November 23, 2015

**Date**



**Sherman Hillier, Provincial Vice-President  
CUPE 873 Representative**

November 18, 2015

**Date**

## **LETTER OF AGREEMENT**

**Between**

**The British Columbia Ambulance Service ("The employer")  
And  
The Ambulance Paramedics of B.C. ("The union")**

### **SPECIAL OPERATIONS TRAINING & SCHEDULING**

Dated for reference: July 10th, 2013

The parties recognize that there is a need to define and agree on a process to train and schedule paramedics & dispatchers for additional work with the Provincial Special Operations department (operator 64.)

Due to the unique, specialized, and high profile nature of the work performed by Special Operations, including the use of specialized equipment and processes, it is agreed that there is a requirement for additional orientation and/or training for paramedics and dispatchers working these events.

In light of the above, the parties agree to the following:

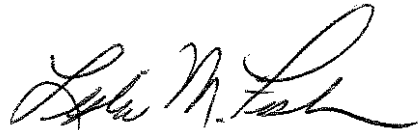
- a) This agreement will be utilized by Posts in all areas of the Province that conduct Special Operations work more than six (6) times per calendar year. In areas that complete less than six (6) operations per year or have "ad hoc" work, such work shall be scheduled within the post in accordance with 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, command, etc) of positions needed. Should there be no bona fide requirement for training opportunities, then a Post specific memo will be published.
- c) The Special Operations department will develop and conduct an orientation and/or specialized training program for members who are the successful candidates on the EOI.

At the close of the EOI, a short list of applicants, in order of seniority, will be produced. The short list of applicants will be at least double the required number of positions.

- d) Candidates that are considered "qualified" for the EOI will have the following:
- Satisfactory work record
  - Be attached to the Post selected for the training
  - Have a minimum of a current PCP-IV license, or the license level required for the identified training
  - Have no medical or operational restrictions that would prevent working events
  - Agree to abide by the Special Operations code of conduct
- e) The selection process will include an interview phase. Candidate(s) shall achieve a 60% threshold on the interview. The successful applicant shall be the candidate with the highest seniority. All applicants will be informed of the interview type and topics to be covered prior to the interview and given appropriate time to prepare.
- f) Once the successful applicants are identified, they will be required to attend the orientation and/or training program delivered by the Special Operations group. At the completion of the training, those members will be identified to the Provincial Scheduling Office as "Special Operations qualified" and the specific qualification they have obtained (crew, bike, gator, command, etc.)
- g) Qualified paramedics 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) Qualified paramedics must maintain a satisfactory work record.
- i) Employees who have previous bike squad or Gator training, prior to the signing of this agreement shall be considered qualified for the purposes of f and g above.



Bronwyn Barter, President  
Ambulance Paramedics of BC  
CUPE Local 873



Les Fisher, Chief Operating Officer  
British Columbia Ambulance Service

Memorandum

TO : Lower Mainland Employees  
From : Michael Sanderson, Executive Director, Lower Mainland Region  
and  
Dave Deines, Provincial Second Vice President, CUPE 873  
DATE : February 25, 2011  
SUBJECT : Meal Reimbursement Agreement – Station 259

BC Ambulance and CUPE 873 are pleased to advise that an agreement has been reached with respect to meal costs for staff assigned to full 11 and 12 hour shifts at Station 259.

While we continue to search for a better long term solution to the current deployment plan this agreement does provide some compensation in relief of the existing arrangements for staff assigned to shifts at Station 259.

Thank you for your continued cooperation as we work through these issues.



Michael Sanderson  
Executive Director, Lower Mainland  
BC Ambulance Service



Dave Deines  
Provincial Second Vice President  
Ambulance Paramedics of BC, CUPE 873

**Letter of Agreement**

**Trail Critical Care Transport Team Dissolution**

The British Columbia Ambulance Service (BCAS) has given notice to disband the Critical Care Paramedic Team (CCT) and Operator 432 in Trail, British Columbia. In an effort to mitigate the impact on the CCT staff and in accordance with article 14.01; BCAS and CUPE Local 873 agree to the following:

**1) Layoff:**

- A) The employer shall issue layoff notices to the impacted staff as per article 14.02 of the Collective Agreement.
- B) Those impacted staff shall choose either one of the three options in article 14.02, select from current vacant positions for which they are qualified, or be subject to the following agreement:

**2) Layoff Mitigation:**

- A) The parties agree to place the existing CCT members into current full time regular vacancies in the Trail and Nelson Stations by preference and seniority. The parties agree to waive the posting requirements under article 13 as per the terms of article 14.01 (2).
- B) The employer agrees to Post and fill all other associated full time vacancies within the two identified Posts within thirty (30) days of this agreement.
- C) The employer will institute a "Post Shuffle" in each location in accordance with article 13.01 (c). To allow vacant positions to be assigned by seniority within the post, inclusive of the three impacted staff.
- D) Subject to the employees maintaining their ACP, or CCP License, the employer will maintain the impacted employees wage and classification as ACP with the appropriate service and seniority adds to pay for the duration of this LOA.
- E) The existing Unit Chief shall maintain all rights under article 13.03 (c)
- F) The employees will attract the premium rate of pay for engaging in any CCT work as per the MOU.
- G) The employer will provide the three impacted staff with all necessary training, orientation, equipment, infrastructure and medical oversight to maintain the ACP level of service.

H) In the event the employer institutes a Critical Care Transport program within the region during the term of this agreement, the parties agree that the displaced employees will have first right of refusal for access to those vacancies.

**3) Duration:**

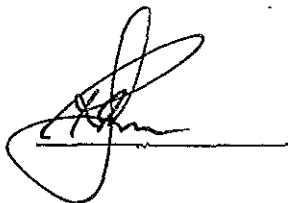
A) This agreement will remain in full force and effect until the employees retire, exercise lateral transfer rights to a different Post or by mutual agreement of the parties to amend this agreement.

**4) Use of Agreement:**

The parties agree that this agreement is strictly without precedent and without prejudice to either party's position on any matter that gave rise to this LOA.

Dated for reference: 20 September 2010

For the Employer:



28 Sept. 2010

For the Union:



28 Sept 2010

## LETTER OF UNDERSTANDING

The parties acknowledge the personal cost and commitment in achieving the training level of PCP or ACP

When an employee is participating and attending a Primary Care Paramedic (PCP) or an Advanced Care Paramedic (ACP) course from an approved training agency the following principles will apply to the application of F3.01:

1. Employees will report training days to the Unit Chief every month at the same cut-off date as submission of availability.
2. Each training day will be recognized as one shift of availability.
3. Employees impacted by any previous interpretation of this clause will apply to Human Resources with their training information to have their date re-adjusted. This must be completed by August 31, 2005.
4. The Parties agree any lateral transfer effected to date will not be impacted by this agreement.
5. This agreement does not impact the previous LOU regarding F3.01 signed January 27, 2005.
6. This agreement is effective November 15, 2004.

Bronwyn Barth  
For the Union

Andrea Noel  
For the Employer

May 17/05  
Date

May 19, 2005  
Date



BCAS HQ  
APR 13 2004  
1535-01

March 8, 2004

Mr. Tom Manz  
Provincial Secretary Treasurer  
Ambulance Paramedics of BC  
CUPE Local 873  
Unit 2270 - 21331 Gordon Way  
Richmond, BC V6W 1J9

CLIFF  
Cliff: 492694  
Without Prejudice or Precedent

Attention: Troy Clifford, Provincial 2<sup>nd</sup> Vice-President

Dear Mr. Clifford:

**RE: Schedule F3.05(c)**

Further to our meeting of March 30, 2004, we herewith provide a Letter of Understanding for verification of the terms reached by the parties. Please signify the Union's acceptance by return letter care of my attention.

\*\*\*\*\*

**Letter of Understanding – Schedule F3.05(c)**

Effective April 1, 2004, the following outlines the parties' mutually-agreed interpretation and application of *Schedule F 3.05(c)* for employees attending certification courses to achieve Paramedic 1 (P-1) certification.

1. Part-time employees whose normal work station and residence is outside a 32 km radius of the address where the course is held shall be on travel status. Employees on travel status shall be paid mileage in accordance with *Clause 22.09*, and meals in accordance with *Clause 22.10* (unless meals are provided, in which case the allowance will be reduced by the amounts outlined in *Clause 22.10* for the meals provided). BCAS requirements specifying when travel status commences and ends on a day shall determine eligibility for specific meal claims.
2. Employees within a 32 km radius of the address where the course is being held will be provided lunch or the appropriate meal allowance in lieu.
3. Entitlement to accommodation in accordance with Provincial Government Regulations will occur where the employee's normal work station and residence is outside a 100 km radius of the address where the course is being held.

Either party may open *Schedule F3.05(c)* during negotiations of the 13<sup>th</sup> Agreement.

**N.B.** The above provisions apply only to paramedics undertaking P-1 certification training, *i.e.* these guidelines do not apply to other training situations, *e.g.* OSH, CME & *c.*

\*\*\*\*\*

.../2



Many thanks, Troy and Bronwyn, for your assistance and co-operation to resolve this issue.

Kind regards,

A handwritten signature in black ink, appearing to read 'W. Baird Blackstone'. The signature is fluid and cursive, with the first name 'W. Baird' being more prominent than the last name 'Blackstone'.

W. Baird Blackstone  
Provincial Manager, Labour Relations

*pc: Sandra Noel, Provincial Manager, Human Resources  
Tony Arimare, Director, Human Resources & Labour Relations  
Bronwyn Barter, Provincial 1<sup>st</sup> Vice-President  
Fred Platteel, Director, Regional Operations*



All Operators

August 20, 1998

British Columbia Ambulance Service

1585-00

Re: Employee Transfers from Full-time to Part-time

The British Columbia Ambulance Service and CUPE Local 873, have discussed the above-noted matter at the Provincial Joint Labour Management Committee Meeting and reached the following agreements:

- 1) A full-time employee may apply for a part-time position in a station using their original date of hire.
- 2) After the move to part-time, the employee may bid as a part-time employee to another station or bid to full-time, using the original date of hire.
- 3) If an ex-full-time employee bids back to full-time, they are assigned a new seniority date.
- 4) An employee who switches from full-time to part-time will retain their experience pay. Service pay will be reset and based on the new transfer date to part-time.
- 5) This agreement is effective immediately and is not retroactive.

Please direct any questions regarding this process to your Union Representative or Superintendent.

Paul Gotto  
Director - Operations  
BCAS

Jim Patterson  
President  
CUPE Local 873



**BRITISH  
COLUMBIA**

Ministry of  
Health Services

British Columbia Ambulance Service  
PROVINCIAL HEADQUARTERS

**MEMORANDUM**

PO Box 9600 Stn Prov Govt., 712 Yates St., 5<sup>th</sup> Fl., Victoria BC V8W 9P1

To: Regional Directors & Superintendents  
Dispatch & Airevac Managers  
Unit Chiefs and Charge Dispatchers

Date: February 24, 2004  
File: 1550-01  
Cliff: 488458

Re: Procedures for Leaves for Union Business

This memorandum is intended to assist Managers, Unit Chiefs, Human Resources and Union Officers in clarifying the procedures currently in place for the various types of leaves for union business. The intent of the Memorandum is to avoid difficulties in the communication and paper flow that have made the process cumbersome for the regions and for Payroll. The practices currently authorized by BCAS are set out below and have been reviewed with the CUPE L873 Provincial Secretary Treasurer who provided input.

Union leaves presently fall into the following categories:

a) **Union Business—Employer Paid**

Employees claiming leave from work requiring shift coverage under this category should complete a leave form and indicate the appropriate collective agreement article and identify the specifics of the claimed leave. Employer paid leave would be approved in accordance with the conditions outlined in the collective agreement e.g. PJLMC (8.04), RJLMC (8.06), negotiations and arbitrations (21.01b). The crew schedule should indicate Union Business—with pay.

*A copy of the approved leave application should accompany the crew schedule and payroll will record this in the leave system as LWP (B19)*

b) **Union Business—Unpaid**

Union officers may request unpaid leave for union business eg: Article 21.01(a) and 21.02. Requests must be submitted for approval in writing, in advance, to the responsible Superintendent. Requests are not approved until confirmed approved by the responsible Superintendent.

If there has been prior approval by the Union and the approval has been communicated by the Provincial Secretary Treasurer in writing to BCAS management, BCAS will maintain the employee's pay and bill CUPE for wages and benefits. Payroll must have immediate notification of these details. ***If there is no prior approval or communication from the Provincial Secretary Treasurer or, in his absence, the President, the employee will not be paid by BCAS for the absence*** due to union business and the employee will see the impact on their BCAS paycheque. The crew schedule should indicate Union Business—LWP.

- 2 -

Documentation must be included with the crew schedule to indicate that the employer will bill for wage maintenance. Leave forms must accompany the crew schedule and payroll will record this as LWP in the leave system ( B02 & B20)

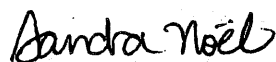
c) **Union Business—Union switch shift**

Current practise allows a union officer to take leave for union business with the union taking responsibility to provide shift coverage through a "union switch shift". The employee must have obtained prior approval in accordance with CUPE's established process. BCAS has indicated to CUPE that the union coverage must meet the employer's operational requirements and be in compliance with the safe work parameters policy. The employee must ensure that their Unit Chief/Superintendent and/or scheduling receives a copy of the CUPE union switch shift form. The crew schedule must indicate "union switch shift" (u S/S) so that Payroll doesn't deduct pay or request a leave form. This leave would not be reported in the leave system. The employee who is being paid by BCAS but performing union business through a switch shift is under the direction and control of the union. BCAS will not be responsible for any work related injuries.

The regions are responsible for internal audit of this process to ensure that only the employee on union business is being paid by BCAS, as CUPE is responsible to pay and make appropriate deductions for the person working on behalf of the absent union official.

d) **Union Leave –Article 3.03/9.05**

This leave is locally administered and no communication to payroll is required.



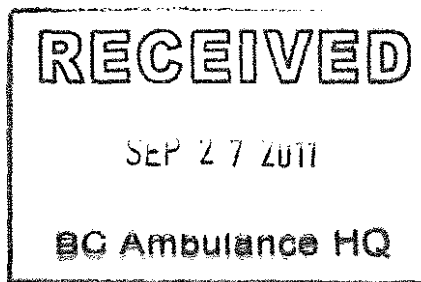
Sandra Noel  
Provincial Manager – Human Resources

pc: Tony Arimare – Director  
Baird Blackstone – Manager  
Human Resources Managers  
Norma Wong  
Deidre Moran

CUPE 1873

# AMBULANCE PARAMEDICS OF BRITISH COLUMBIA

CUPE LOCAL 873  
UNIT 105-21900 WESTMINSTER HWY., RICHMOND, B.C. V6V 0A8  
TEL: (604) 273-5722 TOLL FREE: 1 (866) 273-5766  
FAX: (604) 273-5762 TOLL FREE FAX: 1 (866) 273-5762  
E-MAIL: apbc@shaw.ca



September 22, 2011

Cliff#: 896942

Ms. Sandra Noel  
Director of Human Resources  
BCAS, Provincial Headquarters  
PO Box 9600 Stn Prov Govt  
2261 Keating X Road, Block C  
Victoria BC V8W 9P1

Dear Ms. Noel:

The Union is in receipt of your letter dated September 19, 2011 regarding the **Unit Chief/Charge Dispatcher Selection Process**.

We are in agreement with continuing to follow the Germaine Mediation/Arbitration award of February 14, 2008 regarding Article 13.03 and to continue to have the current qualifying written exam and an interview to assess the knowledge and skill requirements of the position.

We are also in agreement to the extension of the combined passing scores for the knowledge and skill elements to be valid for 24 months as opposed to the current 6 months; as well as, with the steps laid out in your letter of the process should an employee wish to re-test and try to better their score.

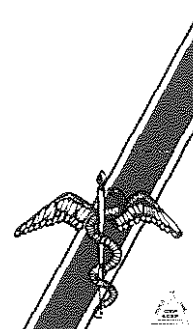
Yours truly,

A handwritten signature in cursive script that reads "Bronwyn Barter".

Bronwyn Barter  
A/Provincial President  
CUPE Local 873

Cc: Baird Blackstone  
PEC

BB/ki  
Cope378



IN THE MATTER OF A MEDIATION PURSUANT  
TO THE *LABOUR RELATIONS CODE OF BC*, RSBC 1996 c. 244

BETWEEN:

BC EMERGENCY HEALTH SERVICES

AND:

AMBULANCE PARAMEDICS OF BC, CUPE LOCAL 873

(Universal Hourly Rate Implementation – Policy Grievance #1600036)

**CONSENT ORDER**

(with June 2, 2017 revision to point 5)

WHEREAS I was appointed as mediator in relation to Policy Grievance No. 16100036 regarding Universal Hourly Rate (UHR) Pay Scales;

AND WHEREAS mediation occurred on March 27 and April 6, 2017, and during this process the parties outlined the relevant factual background to the dispute and their respective divergent positions in relation to the many aspects of the UHR grievance;

AND WHEREAS during the course of mediation it became clear there had not been much substantive discussion at the bargaining table in relation to the applicable newly negotiated collective agreement language and the ambulance service, and that arbitration of the dispute carried risk for both parties and could result in an unworkable or less preferable system;

AND WHEREAS during the mediation process I assisted the parties in achieving a resolution to all outstanding matters of the contentious grievance on the basis of a Consent Order.

IT IS THEREFORE ORDERED by consent that the Universal Hourly Rate language, attached as Appendix A, will be implemented and interpreted as follows:

1. 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.
2. Driver, EMR, PC/ PCPIV and Supervisor/RTO/QI positions ("Basic Life Support Position") 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 items 4, 5, and 6, below, in any of these classification levels.
3. ACP/CCP and ITT and their related positions ("Advanced Life Support Position") as well as Dispatch and their related positions ("Dispatch Position") 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 items 4, 5, and 6, below, in the applicable licence/classification level (i.e. one year of license-level experience.) A move within these categories will result in a resetting of experience pay to the base level.
4. 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.
5. 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 (revised June 2, 2017) 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.
6. 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 (revised June 2, 2017) per month and 1950 per year.
7. "Hours" for the purposes of items 5 and 6, 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 and employer-paid training,

subject to the leave provisions of the Collective Agreement. There will be no double-counting of hours.

8. RPT and On-Call employees who move to Full-Time positions in the same license level shall remain on the same increment of the wage grid and progress through the wage grid based on items 2 and 3, above, and their Full-Time date of hire.
9. 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 Basic Life Support Position; or
  - ii. Return to the base increment of the wage grid in accordance with their license level experience if they are moving to an Advanced Life Support Position or a Dispatch Position.
10. 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 paragraphs 8 and 9 above, as applicable.
11. The parties agree that Article 12.03(c) of the Collective Agreement is of no force and effect.
12. Existing On-Call employees as of April 7, 2017 will be placed on the wage grid based on their adjusted part time date of hire on that date.
13. Once placed on the grid as per item 12, above, existing On-Call employees will progress through the wage grid based on the calculations in item 5, above, effective April 7, 2017. As stated below, this will be implemented by October 1, 2017.
14. Existing Full-Time employees as of April 7, 2017 will be placed on the wage grid based on their adjusted part time date of hire on that date, effective the first pay period after April 1, 2018.
15. An employee who retires, and is hired back, will be placed at the 3 year rate within their classification.
16. The Employer will implement this payment system by October 1, 2017.



17. The accounting of hours and service will only be used for the purposes of placing employees on the pay grid.
18. The Parties agree that Arbitrator Christopher Sullivan will be seized of this dispute for the purposes of resolving any disagreement between the parties arising out of the implementation or interpretation of this Agreement, which cannot be resolved by the Parties.
19. The Employer will endeavour to provide a reasonable mechanism for employees to have access their accumulation of hours.

It is so ordered by consent the 12<sup>th</sup> day of April 2017, with revision to points 5 and 6 this 2<sup>nd</sup> day of June 2017.



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Christopher Sullivan

76

**Letter of Agreement  
Between:**

**BCEHS – BC Emergency Health Services  
&  
CUPE - 873 - The Ambulance Paramedics of British Columbia**

**Vacation Payout for CUPE Employees (Article 19.03 (j))**

The parties acknowledge that the language of Article 19.03 (j) in the Collective Agreement which states, “the payout for unused vacation will be made by the payday following the first full pay period in January of the following year” is not possible and will result in incorrect vacation payout calculations.

Therefore, the parties agreed that CUPE employees will receive payout for unused vacation by the second payday following the **second full pay period** in January.

The parties agree this document replaces all other references, practices and agreements regarding vacation payout.

This agreement will be effective until April 30, 2019. The parties may agree to terminate, alter or extend this agreement by mutual agreement through the PJLMC.

  
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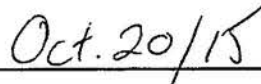
**Jodi Jensen, COO, BCEHS**

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**Date**

  
\_\_\_\_\_

**Bronwyn Barter, President, CUPE 873**

  
\_\_\_\_\_

**Date**



November 4, 1998

To: All Ambulance Service Staff

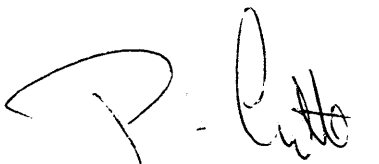
Re: POST SHUFFLES


The British Columbia Ambulance Service (BCAS) and the Ambulance Paramedics of BC, CUPE Local 873 have discussed the post shuffle process. The following outlines the agreement reached at Provincial Joint Labour Management Committee (PJLMC):

1. This process applies to qualified applicants. An applicant awaiting a selection process or in a training program will not participate in a post shuffle process until selected and/or qualified.
2. When a vacancy occurs in a multi or single station post, the position will be posted. Once the new applicant(s) has been identified, and has accepted a position in writing, the employer will identify which employees, including the new applicant(s), wish to move to the vacancies, and the moves will be conducted by seniority.
3. Vancouver is unique, due to the volume of positions and ongoing vacancies. It is deemed appropriate to continue with the established process, whereby employees within the Vancouver post submit their station transfer requests to the regional office. Approximately every two months, region staff conduct a process to match employees' station requests with existing vacancies. New applicants to Vancouver may submit station requests once they have accepted a position in writing, whether they have arrived in the post or not. They may be placed in a current vacancy until their request is considered during the next shuffle process.
4. The parties agree that the same process is followed for filling a vacancy or a new position.
5. The parties agree there will be no bumping at any stage of the process.

The parties will deal with any issues arising as a result of this agreement at PJLMC.

*Handwritten notes:*  
 CH  
 LH  
 PW  
 KM  
 BG  
 WA  
 11.16 M  
 LK  
 JAW

  
 \_\_\_\_\_  
 Paul Gotto  
 Director of Operations  
 British Columbia Ambulance Service

  
 \_\_\_\_\_  
 Jim Patterson  
 President  
 CUPE Local 873

EHSC Circ. #23:98

# LETTER OF AGREEMENT

JUNE 26, 2013

**BRITISH COLUMBIA EMERGENCY HEALTH SERVICES**

EMPLOYER

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

UNION

**Re: IMPLEMENTATION OF CENTRAL REPORTING STATION DEPLOYMENT IN THE VICTORIA POST**

The parties agree that the Collective Agreement remains in full force and effect, except as specifically altered by this agreement. This agreement is specifically for the Victoria Post Central Reporting Station (CRS) deployment, and is made on a without prejudice and without precedent basis to any future deployment initiatives in other areas of the Province.

While station 109 is included in the Victoria post, and is subject to the post shuffle detailed below, it remains a stand-alone station for purposes of work and deployment.

## **1 – Annex Locations**

The parties agree that any physical structure where Paramedics are assigned to stand-by, other than an established Station, will be referred to as an "Annex".

The employer agrees that for the term of this agreement, any current or new Annex standby locations will adhere to the provisions set out in article 27.01(b), as well as, include:

- Janitorial and cleaning services
- Televisions

The parties agree that all cross covers / stand-by locations shall normally be at a Station or Annex. Should deployment issues arise in the moment, the Duty Supervisor will address the issue. Repeated issues will be referred to the Area Manager for discussion at RJLMC.

## **2 – Meal Transportation**

The employer will write safe work procedures for transportation of food in ambulances. Such safe work procedures will be reviewed with the DOSH committee.

Such procedures will be completed and ready for use, prior to the implementation of the Central Reporting Station.

The employer recognizes that consumption of meals inside of ambulances is prohibited. As such, the employer will continue to adhere to the Superintendent Grant Brilz Memorandum dated July 11, 2008, as attached in Appendix A.

### **3 – Victoria Post Shuffle**

The employer and the union agree, in order to facilitate the deployment of the Victoria Central Reporting Station (CRS), a full post shuffle of all positions will occur.

The parties agree that the employer and union executive will jointly administer the post shuffle. The post shuffle will commence immediately after the signing of this agreement.

The employer agrees to maintain the minimum number of Alpha cars in the Victoria post at the date of signing this agreement.

### **4 – Unit Chief / Supervisor Structure**

- The Victoria post will consist of 4 Duty Supervisor positions:
  - One position per platoon
- The Victoria post will consist of 5 Unit Chief positions:
  - Station 123 – 4 Unit Chief positions
    - Positions will be on an Alpha rotation
    - One position per platoon
    - All four Unit Chief's will share all station administration duties
    - Acting Unit Chief vacancies must be filled from the platoon in which the vacancy occurs
  - Station 109 – 1 Unit Chief position
  - Selection for Unit Chief / Supervisory positions will be accordance article 13.03.

### **5 – Victoria Post Central Reporting Station (CRS) Location**

The parties agree that the commitments set out in sections 1 though 4 above meet the requirement in paragraph 311 of the *Victoria Post Central Reporting Station Deployment Award*, that the 3300 Douglas Street Central Reporting Station location be provisioned as crew quarters in compliance with Article 27.01(b) of the collective agreement.

**Dated for reference June 26, 2013.**

For the British Columbia Ambulance Service



Les Fisher – Chief Operating Officer

For the Ambulance Paramedics of BC



Bronwyn Barter – Provincial President

To: All Staff  
Victoria Post/Dispatch Center  
Vancouver Island Region

Date: July 11, 2008

File: 51000-01

CLIFF: 736242

**RE: Resource Deployment within the Victoria Post**

Over the past number of weeks and months I have been observing the deployment of resources in the Victoria Post. Some key observations I have made are as follows with respect to the BLS deployment layer:

- The West Shore cars have consistently lower UU times than those within the core of Victoria/Saanich. This places units such as 118, 112B/C in potentially higher than necessary UU times. (A graph at the end of this document illustrates this disparity)
- Cars are doubled up at 109/110 when large areas of the city are left uncovered for extended periods of time. (25's and 21's area are of note)
- Dispatchers are in the best position to determine effective selection and deployment of units. The "up-car down-car" process currently in effect complicates the effective deployment, balance of workload and utilization within the Post.

These issues are addressed clearly in the Principles of Deployment section outlined in the Regional Directive "*Resource Deployment in Victoria Post*" dated January 19, 2007. Most notably these are:

- 3) *As resources become depleted, units located at stations that have multiple units on duty, will be required to relocate to uncovered areas (e.g. two cars at 123, no cars at 125 then one car from 123 is to go to 125). Stations with the greatest number of in-station crews must be moved first (e.g. two cars at 112, three cars at 123, move one of the cars from 123 first).*
- 5) *Charlie and Echo units should be considered for deployment to Alpha stations at 17:45 hrs to reduce overtime generated from late calls.*

In keeping with the Resource Allocation Plan, Resource Deployment, Region One Layering Matrix and response time directives shall be maintained at all times. This requires that:

1. All Charge Dispatchers and their Actings will review and clarify this information, including the relevant Regional Directives, with their teams, to ensure consistent, effective deployment and balanced workloads between crews.
2. Dispatchers will ensure that units are moved to cover uncovered areas ensuring maximum coverage at all times.

3. Dispatchers will endeavour to provide opportunities for crews time to eat during their shift (between 1100 and 1400 for Alpha, Bravo and early start Echo Units and as soon as possible after 1830 for Charlie Units). This should be accomplished with the least amount of impact. The philosophy of "right car at the right time" continues however on a routine Alpha call where time is less of an impact, drawing a crew from another area that has a lower workload versus one that could benefit from a break may be "the right car".
4. Crews will not be taken out of service for a break except in extreme circumstances. Prior to this occurring, the District Supervisor will work with the Charge Dispatcher to outline the problem and collaborate on a solution. The solution must not have a profoundly negative impact on other crews (i.e. one crew gets a break while others have been working equally as hard without a break). For a District Supervisor to put a crew out of service, it will require that a report be filed with the Superintendent outlining the steps taken to mitigate the situation, that a detailed review of the activity of the car being put OOS be undertaken, as well as a documented assessment of all unit activity within the Post at the time of the decision to pull a car OOS for a break.
5. The current process of "up-car down-car" that has been utilized within the Post is rescinded. Unit selection for cross cover and call assignments are at the Dispatcher's discretion, keeping in mind the principles outlined in the RAP, Resource Deployment RD and other directive documents. This requires that Dispatchers keep in mind the need to minimize overtime and balance calls in stations or areas along with the requirement to balance calls throughout the Post. Any concerns that field crews have arising from work assignments are to be direct to and taken up with their District Supervisor after the call has been completed. Note: The goal is to balance workload within stations and distribute the calls as equitably as possible. This does not preclude a station level reassignment provided this has been done for the mutual benefit of crews and has no impact on chute times.

Any questions about this memo should be directed to me. If you do not understand the concepts that I am attempting to convey I would ask that you contact me to allow for clarification.



Grant Brilz  
Superintendent, Victoria Post

Attachment

pc Bob Gallaher, Director, Vancouver Island Operations, BCAS  
Les Cleverly, A/Dispatch Superintendent, Vancouver Island Region, BCAS



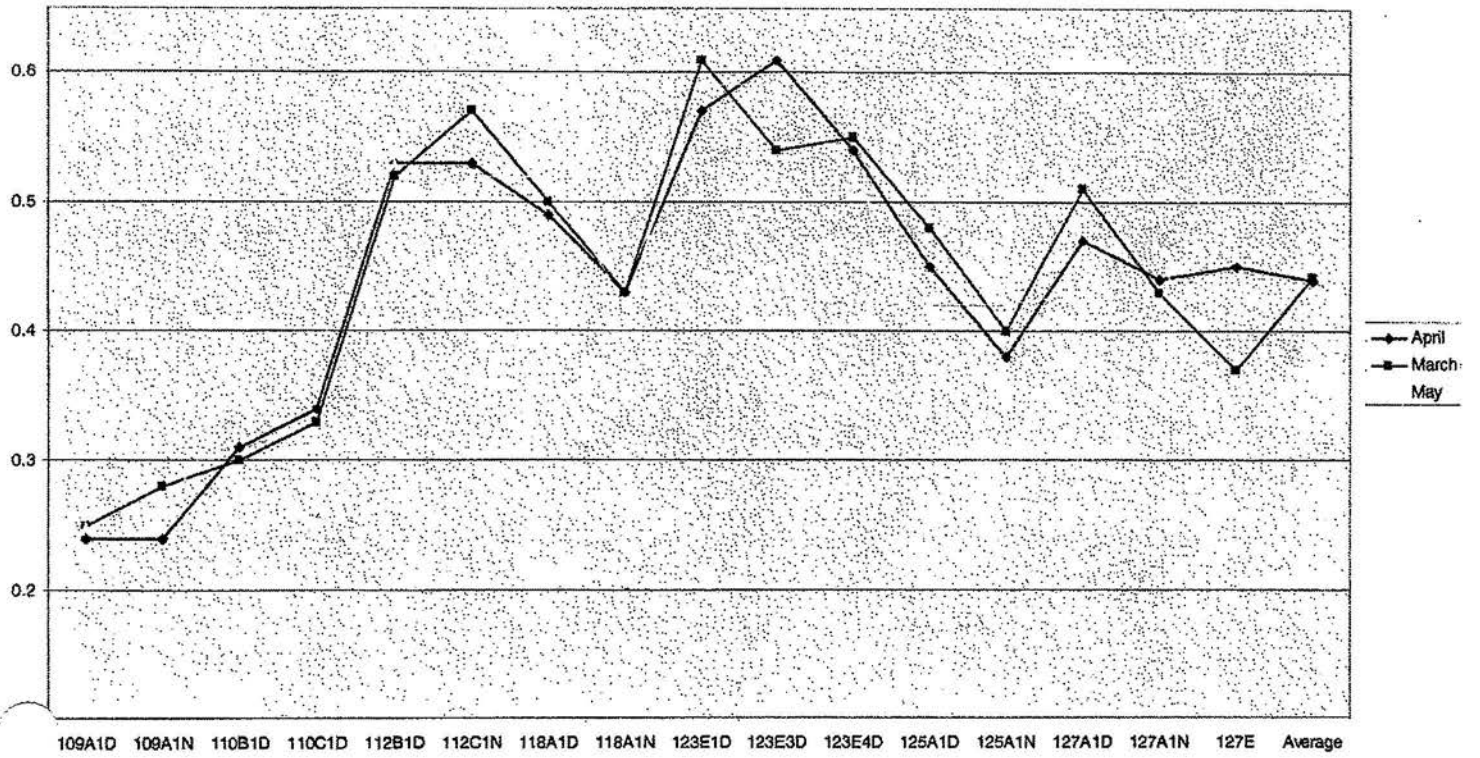


Table 1 – UU Times for Victoria Post BLS Layer – includes Cross Cover Time Averaged over the period March 1 to May 31, 2008