

11th AGREEMENT

BETWEEN

EMERGENCY
HEALTH SERVICES
COMMISSION

AND

AMBULANCE
PARAMEDICS OF
BRITISH COLUMBIA
C.U.P.E. LOCAL 873

APRIL 1, 1996 - MARCH 31, 2000

SIGNED - JUNE 17, 1996

S. Yammur

26 juillet 2001

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TERM.	2000 03 31
No. OF EMPLOYEES	3,270
NOMBRE D'EMPLOYÉS	3270

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This Agreement made and entered into this 17th day of June, 1996 A .D.
One Thousand Nine Hundred and Ninety Six (1996).

BETWEEN:

EMERGENCY HEALTH SERVICES COMMISSION
(Hereinafter called the "Employer")
OF THE FIRST PART

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
Local No. 873
(AMBULANCE PARAMEDICS OF BRITISH COLUMBIA)
(Hereinafter called the "Union")
OF THE SECOND PART

WHEREAS Emergency Health Services Commission is an employer
within the meaning of the *Labour Relations Code of British Columbia*;

AND WHEREAS the Union is a unit appropriate for collective bargaining
within the meaning of the *Labour Relations Code of British Columbia* and
is the sole bargaining authority for all ambulance drivers and attendants,
dispatchers and trainers employed by the Employer except those
excluded by the *Code* and by the decision of the *Labour Relations Board*;

WITNESSETH THAT WHEREAS the purpose and intent of this
Agreement is to secure for all concerned the benefits of collective
bargaining and to ensure for the community a high standard of ambulance
service at all times, NOW THEREFORE THE PARTIES HERETO AGREE
TO COOPERATE AND ABIDE BY THE TERMS AS HEREINAFTER SET
FORTH.

1. TERMINOLOGY

1.01 Definitions

For the purpose of this Agreement:

- (a) The word "employee" shall mean an employee of the Emergency Health Services Commission covered by the Union Certificate of Bargaining Authority.
- (b) A "representative" is a shop steward, chief steward, the business agent of the Union, a member of a grievance committee or a member of the Provincial Executive.
- (c) "Geographic Location" is that area within a radius of 32 kilometers of where an employee ordinarily performs his/her duties. Within the Greater Vancouver Regional District geographic location for relocation purposes is that area within a radius of 16 kilometers of where an employee ordinarily performs his/her duties.

2. MANAGEMENT RIGHTS

2.01 Management Rights

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

2.02 Employee Placement

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

3. EMPLOYEES' RIGHTS

3.01 Right to Appoint

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

3.02 Area of Responsibility

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

3.03 Duties and Responsibilities

(a) The duties of employees' representatives include the investigation of complaints of an urgent nature, ~~investigation~~ of grievances and assisting any employee ~~which~~ the employee representative represents in preparing and presenting a grievance in accordance with the grievance procedure, supervision of ballot boxes and other ~~related~~ functions during ratification votes, ~~attending~~ meetings called by management, to ~~accompany~~ employees at meetings of a disciplinary ~~nature~~, and to ~~handle~~ other related duties normally ~~accorded~~ to representatives of a Union.

102/NL (b)
103/NL Employees' representatives shall be ~~entitled~~ to reasonable time without ~~loss~~ of salary to perform these duties provided the representative does not leave the work station.

(c) An employee's representative or ~~alternate~~ must seek permission ~~from~~ their immediate ~~supervisor~~ before leaving their work station. Such permission will not be unreasonably withheld. On resuming normal duties, the ~~representative's~~ supervisor shall be notified.

3.04 Interpersonal Disputes

- (a) **Where an interpersonal dispute arises between employees covered by this agreement, an employee may take up a complaint with their Unit Chief or their Superintendent where the Unit Chief is involved in the dispute.**
 - Where the complaint is based on a matter for which another dispute resolution mechanism exists, then this process shall not be utilized.**
- (b) **The Unit Chief or Superintendent will investigate and attempt to resolve the dispute within 30 days of receiving the complaint.**
- (c) **If the Unit Chief or Superintendent is unable to resolve the dispute to the employee's satisfaction, then the Unit Chief or Superintendent will refer the matter to the Executive Director and thereafter, the dispute process of Clause 31.03 (d), (e) and (f) will apply.**
- (d) **No grievance may be brought by an employee who may be affected by the action of the Executive Director which is consistent with the review by an arbitrator under this clause.**
- (e) **"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 rights and responsibilities.**

4. UNION MEMBERSHIP REQUIREMENT

4.01 All Employees to be Members

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1.3
It is agreed that all personnel who are members of the Union in good standing on the effective date of this Agreement shall remain members of the Union in good standing as a condition of continued employment with the Employer and all employees hired after the effective date of this Agreement shall, on completion of six months' employment, become and remain members of the Union in good standing. Any employee who fails to maintain membership in the Union in good standing in accordance with its Constitution and Bylaws shall be discharged from employment with the Employer after notice is given to the Employer that the employee is no longer a member of the Union in good standing.

4.02 No Other Agreement

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

5. CHECK-OFF OF UNION DUES

5.01 Dues Deductions

- 2.1
1C
(a) All members shall pay a bi-weekly fee to the Union equated to the Union's monthly dues, such payment to be made by payroll deduction. The deduction of dues from the bi-weekly pay of all employees shall become effective on the first day of the pay period coincident with the date of employment and deductions shall be made in respect of all subsequent pay periods, provided an employee works any part of the period. The Employer shall remit all dues deducted for pay periods ending in a calendar month to the Secretary-Treasurer of the Union by the 20th day of the month following.

- (b) Union dues shall not be deducted from members during the period of time that they fill a managerial position outside the bargaining unit. The Employer shall notify the Union in writing of the commencement date and completion date of the assignment.

5.02 General Assessment

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

5.03 Probationary Employees

The Employer shall deduct from the bi-weekly pay of each probationary employee dues and/or assessments as in Clause 5.01 and 5.02 above and remit to the Secretary-Treasurer of the Union as in 5.01 and 5.02 above.

5.04 Payment In Lieu of Dues

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

6. CORRESPONDENCE

6.01 Correspondence

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

7. CONTRACTING OUT

7.01 Contracting Out

5' | ER The Employer agrees not to **contract-out** any work presently performed by employees covered by this Agreement which would result in the laying off of such employees.

8. PROVINCIAL JOINT LABOUR-MANAGEMENT COMMITTEE

8.01 Establishment of Committee

6-16 EI It is agreed that the Provincial Joint Labour-Management Committee provided for in this Agreement shall consist of not less than four representatives of the Union and not less than one representative appointed by the Employer. For the term of this Agreement the Chair of the Provincial Joint Labour-Management Committee shall be a representative of the Union, the Recording Secretary shall be a representative of the Employer. Minutes prepared by the Recording Secretary shall be approved and signed by both parties before publication.

8.02 Committee Decisions

Decisions by the Provincial Joint Labour-Management Committee shall be by unanimous agreement. The Employer shall have one vote and the Union shall have one vote.

8.03 Meetings of Committee

The Provincial Joint Labour-Management Committee will meet at the request of either party at a time agreeable to both parties.

8.04 Time Off for Meetings

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N The four representatives of the Union shall be granted time off work with pay for the purpose of attending meetings of the Committee, or paid their regular hourly rate of pay for the time of the meeting if off duty, and it is agreed that each party hereto shall pay 50% of the administrative costs of the Provincial Joint Labour-Management Committee.

8.05 Committee's Term of Reference

The Provincial Joint Labour-Management Committee shall not have jurisdiction to change wage scales, working conditions or any other matters addressed in the Collective Agreement which are the subject of collective bargaining.

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

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

8.06. Regional Joint Labour-Management Committee

(a) It is agreed that the Regional Joint Labour-Management Committee shall consist of two Regional representatives of the Union and two Regional representatives of the Employer.

103/22 (b) The two representatives of the Union shall be granted time off without loss of basic pay for the purpose of attending meetings of the Committee.

(c) Agreements on working conditions which are arrived at through meetings held between Regional Directors and Regional Vice-presidents of the Union or Unit Chiefs and Union Shop Stewards shall be forwarded to the Provincial Joint Labour-Management Committee for ratification.

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9. GRIEVANCE PROCEDURE

9.01 Investigations

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

9.02 Appeal Procedure

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

9.03 Recognition of Union Stewards and **Officers**

In order to provide an orderly and speedy procedure for the settling ~~of~~ grievances, the Employer ~~acknowledges~~ the rights and duties of the **Officers** and Stewards of **CUPE Local 873**. The ~~Officer(s)~~ and ~~Steward(s)~~ shall ~~assist~~ any employee which the **Local** represents in preparing and ~~presenting~~ grievances in accordance with the grievance procedure.

9.04 Name of Stewards

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

9.05 Permission to Leave Work

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

9.06 Policy Grievance

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

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

9.07 Grievance on Safety

Droit de retrait ?

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

9.08 Replies in Writing

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

9.09 Facilities for Grievances

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

9.10 Mutually Agreed Changes

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

9.11 Technical Objections to Grievances

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

9.12 Time Limits to Present Initial Grievance

Any employee who wishes to present a grievance³ as in 9.02 of the grievance procedure in the manner prescribed in Clause 9.13 must do so no later than 30 days after the date:

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

9.13 Adjustment of Disputes and Complaints

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

Step 1

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

Step 2

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

Step 3

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

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

The Executive Director shall render a decision in writing within 21 days of the date the matter is referred to Step 3.

9.14 Discharge Grievances

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

10. ARBITRATION PROCEDURE

10.01 Composition of Board of Arbitration

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

- (a) its intention to submit the matter in dispute to a single arbitrator to be agreed upon by both parties within seven days. Should either party not agree to submit the dispute to a single arbitrator, both parties shall then have seven days to name its chosen representative pursuant to part (b) of the Article; or
- (b) the name and address of its chosen representative to the Arbitration Board. Within seven days of receipt of such notification the other party shall appoint its chosen representative and give notice of such appointment to the first appointed member of the Arbitration Board stating the name and address of its chosen representative;
- (c) the two appointed representatives shall, within ten days after the appointment of the last appointed member of the Arbitration Board, appoint a Chair and in the event that they are unable to agree upon a person to act as Chair, shall forthwith apply to the Minister of Labour of British Columbia to appoint a Chair.

10.02 Board Procedure

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

10.03 Decision of the Board

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

10.04 Expenses of the Board

Each Party shall pay:

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

10.05 Amending of Time Limits

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

10.06 Witnesses

At any stage of the Grievance or Arbitration Procedure, the parties shall have the assistance of any employee(s) concerned as witnesses or any other witnesses.

10.07 Access to Employer Premises

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

10.08 Written Statements

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

11. DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 Discharge and Suspension

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

11.02 Written Warning

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

11.03 Personnel File

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

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11.04 Notice of Adverse Report

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

11.05 Right to Have Steward Present

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

11.06 Termination of Employment

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

11.07 Abandonment of Position

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

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

11.08 Probationary Employment

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- (a) All full-time employees shall be considered as probationary employees for all purposes of the Agreement and shall work under a permit granted by the Executive Committee of the Union for the ~~first six months of their employment.~~ For the purposes of this Clause, the first six months of employment shall not include any time spent by a probationary employee on an EMA I or EMA II course, sick leave or time off work in accordance with Articles 18, 19, or 24.04, or time off work for any other reason.
- (b) The Executive Director may reject any probationary employee for **Just** cause, or may extend the period of probation within which the person may be **rejected** for a further **period not exceeding** six months. The employee shall be notified by the Executive Director in writing with a copy to the Union, prior to the extension of their probation. Reasons for the extension of the probation and the areas in which the employee is expected to improve shall be included in the notification of extension of probation.

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

11.09 Probationary Period on Promotion

- (a) There shall be a probationary period on an appointment to a promotion of six months. The appointment may be terminated for just cause by either party and the employee shall return to their former classification. The Employer has the right to terminate the probationary period under this Clause and, as a result, if a relocation is required, the Employer shall pay moving expenses in accordance with the Provincial Government Relocation Regulations as contained in the Employer's Policy and Procedure Manual. For the purposes of this Clause, the six month probationary period shall not include any time spent by the employee on sick leave or time off work in accordance with Articles 18, 19, 24.04, or time off work for any other reason.
- (b) With just cause, the Employer may elect by notifying the probationary employee and the Union 30 days in advance of the end of the six months probationary period to extend the probationary period by up to a further six months but, in any event, the total probationary period shall not exceed a total of 12 months.

11.10 Demotions

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

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

12. SENIORITY

12.01 Seniority

-) The Union shall maintain a seniority list showing the date upon which each employee's service commenced and the Union will supply such list to the Employer. It is understood that upon a member's termination from employment, their name will be considered deleted from the seniority list. It is also understood that the criteria used in determining an employee's seniority shall not be altered.
-) Leaves of absence up to three months, or leaves of absence on compassionate grounds, leaves of absence due to disability or leaves of absence granted under Clause 21.24 shall be considered as having not interrupted employment in terms of service seniority.
-) Leaves of absence other than as set down in Clause 12.01(b) shall be considered as an interruption of employment. It is agreed that such leaves of absence shall not cause a loss of seniority, excepting for that period lost during the actual leave of absence.
-) Employees who leave the bargaining unit for any length of time to fill any management position with the Employer, either permanently or temporarily, and then return to the Bargaining Unit shall retain their seniority excluding that period of service with management.

12.02 Past Service

- (a) Past Service as defined in Clause 12.03 is and will continue to be used in the calculation of pay in addition to an employee's qualification pay.

- (b) Past service in a Ministry of the Government of British Columbia will not be considered a part of ambulance service seniority. Subject to the **Pension (Public Service) Act**, new employees of the Employer may receive credit for pensionable service with their previous employer.

12.03 Calculation of Pay for Past Service

- (a) Any employee with past service with the Employer and/or other B.C. ambulance services, hired after the effective date of this Agreement, will have their pay level calculated using volume of calls in conjunction with full and part-time service.
- (b) If an employee leaves the employ of this service or other services as defined above but returns at a later date, the employee will lose one year of experience for each year away for calculation of pay level.
- (c) To calculate the pay level if an individual has part-time experience and has been hired as a full-time employee, credit for pay purposes will be given on the basis of one year's experience increment for each 300 calls completed. If an individual has more than 300 calls in any one year as a part-time employee they will still receive credit for one year's experience for that period of time.

13. PROMOTIONS AND STAFF CHANGES

13.01 Postings

- (a) i) The Employer shall post in all stations, except those outlined in Clause 13.01(k), all new vacancies, all proposed promotions and all advanced training programme vacancies for a minimum of 14 days before any such vacancies are filled or any promotions effected. It is understood that any written submissions made in consequence of such posting and within the period of such posting shall be considered by the Employer.

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

- (f) An employee applying for a position must be physically able to perform the duties on reporting to the position by the specified date. Employees on Short Term or Long Term Disability must demonstrate that they are physically and medically capable of performing the duties of the position applied for.
- (b) It is further understood where employees are absent from their places of employment for periods of longer than 14 calendar days, such employees may make a preliminary application for, and in anticipation of, vacancies or new positions which may be posted in their absence.
- (c) A post will be anywhere that employs, or will in the future employ, one or more full-time Emergency Medical Assistant(s). A post may be one station or, in larger areas, more than one station, for example, the previously agreed to Victoria, Vancouver and Kamloops posts. Individual preferences shall be considered in assigning personnel to stations within a post.
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(d) Except for postings in accordance with Clause 13.01(g), 13.03 and 13.04, or those associated with the development of EMA III training courses contemplated in Clause 13.05, the successful applicant to postings for Emergency Medical Assistant vacancies shall be the applicant with the highest service seniority. The successful applicant to all other postings shall be determined in accordance with Clause 13.03 and 13.04 below.
- 10D (e) No member of the Union shall be bumped from their post, except in the event of layoffs in accordance with Clause 14.01.

(f) Where the Employer has or institutes a service with full-time staff, there shall be at least one Unit Chief per station. The position of Unit Chief shall be by selection of the Employer in accordance with Clause 13.03. Unit Chiefs must demonstrate their ability to work with and become an accepted part of the local community.

(g) Posts of Less Than Eight Full-Time Employees

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

i) The first position in the post shall normally be filled through the established process of selection in accordance with Article 13. Where circumstances beyond the control of the Employer interfere with the normal process, exceptions to this Article will be addressed at the Joint Labour-Management Committee.

ii) The local part-time employees who fulfil the Employer's employment prerequisites shall be given first preference, if it is the wish of the local community or part-time staff, for the next two positions created by an increase in the established number in that post.

iii) Each additional position created by an increase in the established number within that post shall be recruited on the basis of one from current full-time staff and one from current local part-time staff, alternatively, in accordance with Clause 13.01(g) i) and ii).

(h) If a vacancy arises in a location within 90 days of the closing date of another posting of a vacancy for that location, then an applicant for the new vacancy may be selected from the list of applicants to the previous posting. Such selection shall be made within 120 days of the closing date of the initial posting.

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(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.

(j) Transfer Limitations

i) Employees who successfully bid to work in a one to six person station must work in that station for at least one year before they may apply for vacancies, other than promotions, in other stations.

ii) Employees who successfully bid to work in a post are encouraged to remain at that post for at least two years before they apply for positions other than promotions.

iii) Employees who successfully bid on a posting other than a promotion and have had a paid move within the previous two years shall not be entitled to relocation expenses as outlined in Clause 13.06(b).

(k) Where no vacancy exists within a post and an employee is demoted the position shall be posted and filled provincially. Should the position be filled by an applicant from outside the post the junior displaced employee will be reassigned with no loss of wages and/or benefits.

In the event of a resignation of the position of unit chief or charge dispatcher the position shall be filled as above. Should the position be filled by an applicant from outside the post the employee who resigned shall be considered to be the person displaced and subsequently reassigned.

(l) Instructors

Positions vacated temporarily pursuant to Memorandum of Understanding #16 or Clause 21.14 will be posted as temporary positions of a duration equal to the period of the leave or secondment. In the event that the leave or secondment is extended, such extension shall be by mutual agreement resulting in an extension of the term of the temporary posting. Employees posted to such locations under the terms of this temporary posting shall not be entitled to bid for other vacancies during their assignment to such posts except during the six-month period that immediately precedes the end of the temporary posting. During this period, the temporary incumbent shall bid for a vacancy or vacancies that occur or, in the event that they do not bid successfully or that no other vacancies occur, the employee shall, upon the return of the employee on leave or secondment to the post, be reassigned as directed by the Employer.

- (m) Employees shall have a minimum of eight hours free from work prior to writing examinations or attending interviews for promotional opportunities pursuant to Clauses 13.03, 13.04, 13.05 and Schedule F3.02.

13.02 Promotions Outside the Bargaining Unit

It is agreed by the Employer and the Union that the Employer will first give consideration to employees of the Employer when making selections or appointments to fill positions with the Employer that are outside the bargaining unit.

13.03 Selection Process for Full-Time Unit Chief, Charge Dispatcher

For the selection of full-time unit chief and charge dispatcher.

- (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 as an EMA II 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. 270

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in the event there are less than four applicants who meet the criteria in 13.03(a) then the Employer may consider all bargaining unit applicants on the posting.

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13.04 Selection Process for Full-Time Dispatcher

For the selection of full-time Dispatcher 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.

13.05 Selection Process for Emergency Medical Assistant III Training

- (a) EMA III Programmes shall be defined as programmes leading to certification of all levels of EMA III.
- (b) Future EMA III training eligibility shall be determined as follows:
- (i) applicants must have achieved EMA II status or better, and have three years plus a day service seniority which shall be recognized by the Employer as relevant experience, and then;
 - (ii) must have a satisfactory work record, and then;
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- (iii) **achieve a minimum 60% threshold pass on a written exam based upon a bank of mutually agreed questions related to EMA II material, and then;**
 - (iv) **achieve a minimum of 60% threshold pass on an oral exam. The oral exam shall be based upon a bank of mutually agreed-to questions related to EMA II material, and then;**
 - (v) **achieve a minimum of 60% threshold pass on an oral interview.**
- (c) Training opportunities for employees qualified pursuant to (b) above will be offered to the most senior qualified employee(s).
 - (d) Employees who qualify for training pursuant to (b) above shall maintain such qualification.
 - (e) EMA III training course opportunities shall only be posted within the relevant post and will be filled from applicants within that post.

In the event there are insufficient qualified candidates for **EMA III training, as established** pursuant to this Article, the Employer may re-post province wide.
 - (f) Employees required to travel away from their normal post to attend an EMA III training course or to re-qualify shall be reimbursed for vehicle and meal expenses in accordance with Clauses 22.09 and 22.10. Where practical, employees attending such a course away from their normal post must "car-pool" on an equitable basis.
 - (g) The Union shall provide an observer during the process described under Clause 13.05 to ensure that applicants are made aware of the weight of the questions.

13.06 Transfers and Crew Changes in Geographic Locations

- (a) It is understood that as a general policy employees shall not be required to transfer from one geographic location to another against their will, however, the Employer and the Union recognize that in certain cases transfers may be in the interest of the Employer and/or the employee. In such cases an employee will be fully advised of the reason for the transfer as well as the possible result of refusal to be transferred.
- (b) Employees who have to move from one geographic location to another after winning a competition or at the Employer's request shall be entitled to transfer expenses as outlined in the Provincial Government Regulations and contained in the Employer's Policy and Procedure Manual.

13.07 In-Service Training

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

13.08 Grievances

Where an employee feels they have been aggrieved by any decision related to promotion, demotion, or transfer, the employee may appeal the decision through the grievance procedure.

Should an employee be displaced by a successful grievance related to promotion, demotion, or transfer he shall have the option of returning to his post of origin and receive expenses in accordance with Clause 13.06(b).

14. LAYOFFS AND RECALLS

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14.01 Joint Committee

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

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

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

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

14.02 Lay-off and Recall Procedures

(a) Lay-off

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

(b) Notice

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

(c) Options

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

- Severance pay as per (c)(i); or

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10E1 - To be placed on a Provincial recall list for a period of 18 months from the effective date of lay-off as per (c)(ii); or

27x / - Bump another employee as per (c)(iii). 10D

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

10B1 1. for the first year of completed employment, three weeks' current salary;

2. for the second year of completed employment, three weeks' current salary;

3. for each completed year thereafter, one-half month's current salary. 32 / 2

Notwithstanding the above, an employee will not receive an amount greater than six months' current salary. 3 / 2

27x / (ii) Recall of employees shall be in order of service seniority. Employees shall lose their seniority in the event that they are on lay-off for more than 18 months or declines two recall opportunities. 29 /

10E1 (iii) Employees designated for lay-off notice may exercise their seniority to bump the most junior employee in the Province whose function they are able to perform consistent with Clause 14.02(e). Employees who as a result of exercising this option are required to move to a post that is in excess of a 32 km radius from the employees' post shall be eligible for relocation expenses in accordance with Clause 13.06(b).

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

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

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

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

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

(I) In the event of a layoff, the Employer shall maintain coverage under the Medical, Dental, Extended Health, and Group Life Insurance plans for a maximum period of three consecutive months immediately following the month in which the lay-off occurs. Any waiting periods relating to these benefits will be waived in the event of recall.

(j) An employee whose certification expires during lay-off shall receive the opportunity to re-certify as soon as practical after recall.

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

*See
Schedule "A"*

16. OVERTIME

16.01 Calculation of Overtime

Employees required to work overtime immediately following or immediately preceding their regular shift shall be paid for such overtime at one and one-half times their hourly rate of pay for the first three hours in excess of the regular shift and thereafter at two times the hourly rate of pay.

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16.02 Completion of Calls

Crew members who are unable to complete a call by the end of their shift shall remain on duty for the additional time required to complete the call. Pay shall be in accordance with Clause 16.01.

16.03 Extended Tour of Duty

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

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16.04 Extra Shifts

(a) Recall to Duty

- (i) The regular rate of pay noted in (ii) below shall be calculated on the basis of the regular hourly rate of pay, for the shift pattern involved.

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(ii) When an off-duty employee agrees to work an additional shift or part of a shift in excess of their regular shift duties, the employee shall receive pay at the rate of 1 1/2 times the regular hourly rate of pay for all hours worked.

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(iii) Coverage for all vacancies on scheduled shifts shall be strictly voluntary for full-time employees. Any employee called to work an additional shift or part of a shift shall be paid for a minimum of three hours at the rate of pay outlined in section (ii) above.

(b) Call-out

When an off-duty employee agrees to respond on an ambulance call, the basis of payment for such response shall be as follows:

(i) If the cell lasts four hours or less, the employee shall be paid a minimum of four hours at the regular two platoon rate of pay.

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(ii) If the call runs longer than four hours and is eight hours or less, the employee shall be paid for those hours actually worked at the regular rate of pay.

(iii) If the call runs longer than eight hours, then the employee shall receive payment at the regular two platoon rate of pay for the first eight hours plus overtime rates in accordance with Clause 16.01 for all additional hours worked.

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(c) Employees ordered to return to work due to an unusual emergency situation shall be compensated at double the employees' regular hourly rate of pay for a minimum of four hours.

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17. SHIFT WORK

17.01 Necessary Rest Period

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

shall be entitled to eight clear hours between the completion of the overtime and the start of his next regular shift with an additional allowance for reasonable travel time. Such travel time shall not exceed one hour each way.

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

17.02 Employee Stranding Arising from a Regular Shift

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



17.03 Employee Stranding Arising from a Call-out or Recall to Duty

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

17.04 Employee Stranding Expenses

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

18. STATUTORY HOLIDAYS

18.01 Statutory Holidays

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- (a) The following 11 days ^{*12A*} shall be recognized Statutory Holidays and employees required to work on these days shall be paid at the rate of two hours for each hour worked on these days except Christmas Day and New Year's Day when employees shall be paid at the rate of two and one-half hours for each hour worked:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
July First	Boxing Day
B.C. Day	

- (b) All employees who have completed 12 months' continuous service by 31st December shall receive in each calendar year, in lieu of the eleven statutory holidays set forth above, time equivalent to 11 duty shifts and, in addition thereto, shall receive time equivalent to one duty shift in the event of and in lieu of any other statutory holiday declared by the Government of the Province of British Columbia or the Government of Canada to which employees covered by this Collective Agreement are entitled.
- (c) - Where a statutory holiday falls on an employee's scheduled work day and the Employer does not require the employee to work their shift, then the employee will be given the statutory holiday off at their normal rate of pay but the employee's entitlement under Clause 18.01(b) will be reduced by one duty shift accordingly.
- (d) - Employees on leave of absence without pay shall not be entitled to time off in lieu of statutory holidays for statutory holidays which occur during their leave of absence without pay.
- (e) - For employees that leave the service there shall be an adjustment, if necessary, to ensure that the employees have received the appropriate benefit under Clause 18.01(a) for those statutory holidays which occurred during their period of service in that calendar year.

19. ANNUAL VACATIONS

19.01 Annual Vacations

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

19.02 First Vacation Year

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

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19.03 Annual Vacation Entitlement

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(a) Employees on the two platoon shift system or employees who work four days on and four days off:

1st to 6th vacation years 11 shifts
7th to 9th vacation years - 15 shifts
10th and thereafter vacation 19 shifts
years

(b) Employees who work 5 shifts per week:

1st to 6th vacation years 22 shifts
7th to 9th vacation years 27 shifts
10th and thereafter vacation 31 shifts
years

(c) Employees who work a ten day cycle of four 12 1/2 hour shifts:

1st to 6th vacation years 9 shifts
7th to 9th vacation years 12 shifts
10th and thereafter vacation 15 shifts
years

(d) Employees who work a 14 day cycle of three on and four off followed by four on and three off:

1st to 6th vacation years 11 shifts
7th to 9th vacation years 15 shifts
10th and thereafter vacation 19 shifts
years

(e) Employees who work four shifts per seven day block:

1st to 6th vacation years 15 shifts
7th to 9th vacation years 19 shifts
10th and thereafter vacation 23 shifts
years

(f) Annual vacation entitlement under this Article as outlined above, and time on in lieu of statutory holidays under Clause 18.01, must be combined in order that entitlements for time off in accordance with these two Clauses shall be taken as complete shift blocks.

(g) Employees will start to earn their extra shift(s) of vacation in their first (1st) vacation year.

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(h) Pursuant to Clause 19.03 (f), that portion of the employee's combined entitlements that could not be scheduled as a complete shift block may be taken as individual full shifts or carried over from one vacation year to the next to be combined with the following year's entitlements. Such scheduling will be by mutual agreement.

(i) Notwithstanding Clause 19.03(f), those employees referred to in Clause 18.01(c) in one and two person stations shall have the option of scheduling their statutory holiday lieu days in individual full shifts. Such scheduling will be by mutual agreement.

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(j) Notwithstanding Clause 19.03(h), employees will be paid out for all vacation not taken by the end of the calendar year.

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The payout for unused vacation will be made by the pay day following the first full pay period in January of the following year.

19.04 Pro-ration of Vacation Time

(a) 1) Employees will be entitled to a pro-rated amount of vacation pay in their year of hire which will be paid in cash at the end of their year of hire. The entitlement shall be one-twelfth of their normal first vacation years' annual vacation multiplied by the number of credit months worked in their year of hire in accordance with Clause 19.04(b) below.

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- ii) with the agreement of the employee and the Regional Director, the employee may receive some or all of their vacation entitlement for their year of hire as paid duty shifts off.
- (b) During their first and subsequent years, employees will earn one-twelfth of the annual vacation entitlement for each month in which the employee has worked for at least 70 hours.
- (c) Employees off work due to annual vacations, time off in lieu of statutory holidays, leave of absence with pay, Workers' Compensation in accordance with Clause 24.04, or leave of absence for Union business and illness or injury payable under Clause 20.01 for a maximum time limit of six months, shall continue to accrue vacation entitlement.

19.05 Selection of Vacation Entitlement

Employees working at any post shall, in order of seniority, first choose three blocks plus extra vacation entitlement in accordance with Clause 19.03 of their annual entitlement under Articles 18 and 19. After all employees have, at any one post, chosen their first three blocks plus extra vacation entitlement in accordance with Clause 19.03 of entitlement under Articles 18 and 19, employees at that post shall then, again in order of seniority, select the remaining blocks of entitlement under Articles 18 and 19. Operational requirements permitting, entitlements under this Clause may be taken one shift block at a time.

19.06 Vacation Scheduling

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

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19.07 Vacation Adjustment on Termination

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

19.08 Vacation Leave on Retirement

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

19.09 Active Service During Any War

- (a) Active service with the Forces of the Crown or Allied Forces during any war may be counted in calculations for vacation leave entitlement after the employee has completed one years' service with the Employer.
- (b) Duration of Wars

The recognized dates of duration of the following wars are:

World War II, from September 1, 1939
to June 30, 1947

Korean Conflict, from August 7, 1950
to July 27, 1953

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

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

(c) Merchant Marine Service with Commonwealth Countries

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

19.10 Call-back from Vacation

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

20. SICK LEAVE PROVISIONS

20.01 Short Term Disability Income Insurance

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- (a) In the event an employee is unable to work because of illness or injury he/she will be entitled to an amount equal to 75% of the employee's regular salary for up to 26 weeks.
- (b) A doctor's certificate will be required for illnesses or injuries attaining or exceeding four shifts in duration and may be required where it appears that a pattern of consistent or frequent absence from work is developing.
- (c) Administration procedures relating to this Plan will be established by the Employer and included in the Policy and Procedures Manual.

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20.02 Long Term Disability Insurance

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Should an employee remain continuously and totally disabled due to any injury or illness, including an occupational injury, beyond 26 weeks, or its equivalent as set out in Schedule A, an amount equal to 70% of regular monthly income, including benefits payable under any government or other employer-related disability plan, up to a maximum of \$2,277.23 monthly, will be paid an employee. Payments will continue until recovery, death, or the mandatory retirement age, whichever occurs first.

20.03 Employment Qualifications and Requirements

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(a) Employment shall be conditional upon satisfactory completion of a medical examination by a physician appointed by the Employer and all personnel covered by this Agreement shall be required to receive immunization and booster series against poliomyelitis, tetanus, diphtheria and may also be required to receive a chest x-ray or skin test at least annually.

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(b) It is agreed that where an employee's physician certifies that reaction to immunization, vaccination or inoculation is such that the employee is unfit to work, the employee will be given leave without loss of pay to cover the period of medically verified disability up to a maximum of four shifts.

20.04 Continued Service Credits for Superannuation

(a) Employees covered by the Pension (Public Service) Act shall pay the normal employees' contribution for superannuation for a period of illness or non-occupational injury as defined in Clauses 20.01 and 20.02. Upon return to duty, the employee shall make monthly payments that will complete the payments within a period equal to the period of the illness or non-occupational injury.

- (b) Employees who are on Long Term Disability who are in receipt of monies under Clause 20.02 shall receive service credit in accordance with the Pension (Public Service) Act.

21. LEAVE OF ABSENCE

21.01 Absence from Duty of Union Officials

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(a) Any member of the Union appointed to attend any convention on behalf of the Union shall be granted leave of absence without pay provided a suitable relief can be supplied. An Executive Officer of the Union shall be granted time off without pay to attend meetings of the organization provided a suitable relief can be supplied.

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(b) Leave of absence with pay and Without loss of seniority Will be granted:

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i) to up to four employees who are representatives of the Union on the Negotiating Committee to leave their employment to carry on negotiations with the Employer:

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ii) to employees called to appear as witnesses and who testify before an Arbitration Board or Grievance Board.

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21.02 Leave for Full-Time Union or Public Duties

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

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(a) Employees to seek election in a municipal, provincial or federal election.

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(b) A period of up to one year for employees selected as a full-time officer with the Union or any body to which the Union is affiliated. Such leave will be renewed upon request of the Union.

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(c) A period of up to five years for employees elected to a public office. Such leave will be renewed upon request of the employee.

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- (d) Employees on leave under this Article shall not continue to accrue seniority while on such leave.
- (e) Notwithstanding (d) above, employees elected as a full-time officer of the local union shall continue to accrue seniority while on such leave.

21.03 Bereavement Leave

- (a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to bereavement leave at their regular rate of pay from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed one block of the employee's working shifts.

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- (b) Immediate family is defined as an employee's parent, wife, husband, child, brother, sister, father-in-law, mother-in-law and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

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

21.04 Maternity Leave

- (a) An employee is entitled to maternity leave of up to 17 weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of the termination of her pregnancy. Such notice will be given at least ten weeks prior to the expected date of the termination of the pregnancy.

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- (c) The period of maternity leave shall commence six weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.

21.05 Maternity Leave Allowance

- (a) An employee who qualifies for maternity leave pursuant to Clause 21.04, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that she had applied for and is in receipt of unemployment insurance benefits pursuant to the *Unemployment Insurance Act*. An employee disentitled or disqualified from receiving unemployment insurance benefits is not eligible for maternity leave allowance.
- (b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan, the maternity leave allowance will consist of:

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- (i) Two weeks at 85% of the employee's basic pay.
- (ii) 15 additional weekly payments, equivalent to the difference between the unemployment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay.

21.06 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to 12 consecutive weeks without pay.

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- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the 12 weeks parental leave between them.
- (c) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
- (i) In the case of a mother, immediately following the conclusion of leave taken pursuant to Clause 21.04 or 21.08;
 - (ii) In the case of a father, following the birth or adoption of the child and conclude within the 52 week period after the birthdate or adoption of the child. Such leave request must be supported by appropriate documentation.

21.07 Parental Leave Allowance

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- (a) An employee who qualifies for parental leave pursuant to Clause 21.06, shall be paid a parental leave allowance in accordance with the Parental Unemployment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that they have applied for and are in receipt of unemployment insurance benefits pursuant to the Unemployment Insurance Act. An employee disentitled or disqualified from receiving unemployment insurance benefits is not eligible for parental leave allowance.
- (b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan and subject to leave apportionment pursuant to Clause 21.06(b), the parental leave allowance will consist of a maximum of ten weekly payments, equivalent to the difference between the Unemployment Insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay.

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21.08 Adoption Leave

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

21.09 Extension of Leaves

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

21.10 Benefits Continuation

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

21.11 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses **21.04**, **21.06**, **21.08** or **21.09** commenced unless he/she advised the Employer of his/her Intent to return to work one month prior to the expiration of the leave or if he/she does not return to work after having given such advice.

21.12 Entitlements Upon Return to Work

- i) Notwithstanding Clause 19.04(b), vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clauses 21.04, 21.06 or 21.08 providing the employee returns to work for a period of not less than six months. Vacation earned pursuant to this clause may be carried over to the following year.
- ii) An employee who returns to work after the expiration of maternity, parental, adoption or extensions to such leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave. 54
- iii) On return from maternity, parental, adoption or extensions to such leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.

21.13 Maternity and/or Parental Leave Allowance Repayment

To be entitled to the maternity and/or parental leave allowances pursuant to Clause 21.05 and/or 21.07, an employee must sign an agreement that he/she will return to work and remain in the Employer's employ for a period of at least six months after his/her return to work.

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

21.14 Secondment

- (a) Secondment means a process by which the Employer may assign an employee to another agency, board, society, commission, or employer.

The Employer agrees to make every effort to provide an employee with four weeks' written notice of secondment. Such secondment shall be by mutual agreement between the Employer and the employee.

The provisions of this Agreement will apply to seconded employees. The agency, board, society, commission or employer to which the employee is seconded will receive written notice of this Article and will be provided with copies of relevant agreements.

The grievance procedure prescribed in Article 9 of this Agreement shall apply to seconded employees with the following modifications:

- (i) The Employer, in conjunction with the agency, board, society, or commission to which an employee is seconded shall designate an official who shall be considered the locally designated supervisor for purposes of Step 1.**
- (ii) The Employer shall appoint a representative within the Commission to deal with grievances of seconded employees at Step 2 and shall notify the Union and seconded employees of such designation.**
- (iii) The Union shall appoint a steward for seconded employees and shall notify the Employer of such appointments.**

21.15 Leave for Elections

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

21.16 Special Leave

(a) Any employee not on leave of absence without pay shall be entitled to special leave at their regular rate of pay for the following:

1. Marriage of the employee - three consecutive shifts in a single block.
- 1202/1P 2. To attend wedding of employee's child - one shift.
3. Birth or adoption of the employee's child - one shift.
- 1204/NS 4. Serious household or domestic emergency - one shift.
5. Moving household furniture and effects to a new residence if the move is required to be made on a working day up to two shifts per year which may be taken separately or jointly.
6. To attend their formal hearing to become a Canadian citizen - one shift.
7. To attend a funeral as a pallbearer or mourner - one-half shift.

(b) Two weeks' notice is required for leave under subsections 1, 2, 5, and 6.

(c) For the purpose of subsection 2 through to 7 inclusive, leave with pay will be only for the work day on which the situation occurs.

21.17 Leave for Writing Examinations

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

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(a) the course is approved by the Employer; and

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

21.18 Leave for Taking Courses

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- (a) An employee shall be granted leave with pay to take courses at the request of the **Employer.** **TA/P**
- (b) An employee may be granted leave ~~without pay,~~ or leave with partial pay, to **take courses** in which the employee wishes to enroll. **TA2/PP**

21.19 Court Time

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- (a) The Employer shall grant paid leave to employees other than ~~employees on leave without pay to serve as jurors or witnesses~~ in a court action, provided such court action is not occasioned by the employee's affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance such leave to attend at court shall be without pay.
- (c) An employee in receipt of regular earnings whilst serving at court will remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer,
- (d) Time spent at court, or related approved interviews by employees in their official capacity, while off duty, shall be paid at one end ~~one-half~~ times their regular rate of pay. Time spent at court, or related approved interviews, by employees in their official capacity, while on duty, shall be with no loss of pay.
- (e) Court actions arising from employment, requiring attendance at court, shall be with pay.

- f) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- g) Employees required to attend court whilst on their annual vacation shall be paid at double the regular wage rates established in Schedule A of this Agreement for eight hours for each day or part day of required attendance and will receive an equal number of days off to immediately follow the employee's holidays.
- h) An employee will be entitled to reasonable time off prior to and/or following an appearance in court when applicable.
- i) It is understood that for the purpose of this agreement the term "court" shall mean a court of criminal, civil, or coroner's court.

21.20 Leave of Absence on Vacation

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

21.21 Other Occupational Activity

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Where a leave of absence without pay is requested for the purpose of engaging in another occupational activity, the granting of such leave shall be at the discretion of the Employer, but where such leave is granted, it may not be extended beyond a three month limit.

21.22 Emergency Leave

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Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence without pay to an employee requesting such leave for emergency or unusual circumstances. Requests outlining the reasons in writing, preferably in advance, shall be submitted to the Employer for approval. Approval shall not be withheld unjustly.

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21.23 General Leave Without Pay

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

21.24 General Education Leave

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

21.25 Limitation on Certain Leaves of Absence

Employees shall be entitled to a maximum of eight shifts in any one 12 month period for leave taken under Clauses 21.03 and 21.16.

21.26 Critical Incident Stress

In the event an employee has experienced a critical incident while on duty, the employee may at the unit chief's discretion be released from duty, for the balance of the shift, with pay.

22. PAYMENT OF WAGES AND ALLOWANCES

22.01 Calculation of Pay

The hourly rate of pay for an employee shall be calculated by the following formula:

- (a) $365.25 \text{ days per year} \div \text{number of days in a work block} = \text{number of work blocks per year};$
- (b) $\text{the number of work blocks per year} \times \text{the scheduled hours in work block} = \text{annual scheduled hours of work};$

- (c) annual scheduled hours of work + 12 = monthly scheduled hours of work;
- (d) the monthly salary divided by the monthly scheduled hours of work = the hourly rate of pay.

22.02 Remuneration

The scale of remuneration set out in Schedule A of this Agreement shall apply during the term of this Agreement.

22.03 Pay for Acting Senior Capacity

DS 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.

22.04 Service Pay

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

22.05 Instructors

- (a) Those employees identified by the Employer to act as Instructors while performing their normal duties, shall receive \$375 per month in addition to that regular salary on a pro-rata basis for the time spent engaged in such training.
- (b) Instructors shall be given supervisory rights over in-service training personnel on crew. Such rights shall include the right to question treatment given by an employee to a patient and correct any visible deficiencies shown by the employee.

22.06 Educational Policy

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

22.07 In-Service Training Courses

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

22.08 Subsistence Allowance

Drivers and crew members required to leave their normal response area on duty for periods in excess of five hours shall be paid subsistence allowance at the rates established in Schedule A of this Agreement.

22.09 Vehicle Allowance

The rates of vehicle allowance shall be 34 cents per km. Where vehicle allowance is claimed, car vehicle allowance forms must be completed and attached to the travel voucher. These forms are available at the Employer offices.

22.10 Meal Allowance

- (a) The meal allowance rates shall be:

Breakfast	-	\$ 7.75
Lunch	-	\$ 9.50
Dinner	-	\$17.75

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- (b) Employees who are required to be on standby for four hours shall have a meal provided for the first and each subsequent four hour period at the location of the standby.

22.11 C.P.R. Instructor Courses

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22.12 Transportation for Duty

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

22.13 Severance Pay

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

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

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

22.14 Factoring

Effective November 30, 1997, the hourly rate of pay for employees working overtime pursuant to Clauses 16.01, 16.02, 16.03, 16.04(c) shall be based on the hourly rate of pay resulting from the shift pattern established by Schedule A 1.01(d)(ii).

23. TRAINING & QUALIFICATIONS

In order to ensure the community a high standard of ambulance service at all times, the parties agree that the Employer has the right to maintain or reasonably upgrade the standards of the ambulance service. Accordingly, employees will be required to attend and successfully complete additional training as deemed necessary by the Employer.

23.01 Minimum Qualifications

- (a) All full-time emergency medical assistants required to provide pre-hospital care shall be licensed to the EMA II level and failure to achieve and maintain this level shall be a recognized reason for dismissal. (See Memorandum of Understanding #12).
- (b)
 - (i) All full-time Dispatchers shall be required to certify to the Dispatcher level which will include relevant portions of EMA medical theory.
 - (ii) Employees working as Dispatchers prior to April 1, 1987 will be afforded the one time option to be licensed and continue relicensing to the EMA II level at the Employer's expense. If such employees currently hold an EMA III level they will be afforded the opportunity to requalify to this level should they bid back to crew.

Such Dispatchers who do not opt initially for continuing EMA II relicensing and who choose to do so in the future, may still take EMA II relicensing on their own time and expense.
- (c) New employees who fail to attend the required number of lectures or training periods without just cause and fail to attain their required certification will be dismissed.

(d) Employees who fall the necessary **relicensing** for the minimum qualifications **shall** be given **two further opportunities** in the next 90 days, whilst remaining on payroll. Based on an assessment by the **Licensing Board** as to the nature of the deficiencies, the employee will be advised of those areas requiring improvement and upon request may review his/her exam. Further, the employee will **either**:

(i) be assigned **on-car** tutoring assistance as well as **direct** help from an Instructor; or

(ii) be directed to take an Occupational First Aid Course in addition to **on-car** tutoring.

Employees who fall the second attempt at **relicensing** following an **Occupational First Aid Course** and/or the period of tutoring, will again have their deficiencies identified to them and upon request may review his/her exam. Such employees will be provided with further remedial **tutoring** and be assigned to an Occupational **First Aid Course** provided the employee has not already attended such a course under Clause **23.01(d)(ii)**.

Failure to **relicense** on the third attempt **within** the 90-day period will result in dismissal.

23.02 EMA III

All full-time driver/attendants who licensed to *the* **EMA III** level shall maintain that **certification**. Failure to maintain this level shall be a **recognized** reason for their temporary loss of qualification or demotion.

Employees will be given three opportunities to **recertify** as follows:

(a) Employees who fall the necessary **relicensing** will be given 30 days while on payroll at the **EMA III** level to **relicense**.

- (b) Failure to **relicense** within 30 days will result in a temporary loss of qualification for a period of 90 days while remaining at the EMA III pay level.
- (c) During this period the appropriate ongoing **EMA III** tutoring and training will be provided.
- (d) Failure to **relicense** at the end of the 90 day period referred to in (b) above will result in the demotion to the EMA II level subject to Clause **23.01(a)**.

23.03 Pay While Attending Training Courses and Examinations

- (a) Training courses required for certification, recertification or supervisory qualification courses shall be paid on a salary maintenance basis. Such courses will be scheduled without reference to employees' work schedules.

Other required in-service training attended on days off shall be paid at straight time rates, with the employee having the option to take compensation in either pay or mutually agreed to time off.

- (b) Employees will be allowed reasonable travel time and will not be required to work their regular shifts which commence or end on the calendar day immediately prior to or following the EMA Block 3 portion of the EMA recertification program at the training academy.

23.04 Expenses While Attending Training Courses and Examinations

All expenses involved in maintaining required qualifications shall be paid by the Employer. The Employer agrees that sufficient time off will be afforded employees in order to maintain their qualifications.

23.05 Examinations

Six months prior to their scheduled attendance at an approved training agency, institute or college, employees will be provided with a complete list of all written questions and description of practical situations which they may be examined on for relicensing. In the event that this material is not sent in time to meet this requirement, the employee will be rescheduled to comply with this agreement.

23.06 Training Programs Committee

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- (a) A Joint Committee shall be constituted to provide for continuing consultation and cooperation between the parties with respect to training delivery in the areas of certification, recertification and continuing education.
 - (b) The Joint Committee shall consist of four representatives as follows:
 - (i) two appointed by the Union, of which one shall be the President of CUPE Local 873, the other shall be a member of the Union Negotiating Committee.
 - (ii) two appointed by the Employer, of which one shall be a member of the Management Negotiating Committee.

There will be a Chair jointly appointed by the parties. Each party shall pay one-half of the fees and expenses of the Chair.

Either party to the Committee shall have the right to call advisor(s), resource persons or witnesses to assist with their deliberations. Clause 21.01(b)(ii) shall apply to employees who appear as witnesses and testify.

- (c) The Committee shall meet within 14 days of written notice by either party, and leave without loss of pay shall be granted to Committee members. Minutes shall be taken of all meetings and copies of such minutes shall be provided to the Employer.
- (d) The terms of reference for the Joint Committee will be to consider and resolve individual problems relating to employee treatment within the training programs arising from certification, recertification or continuing education.
- (e) The Joint Committee shall have jurisdiction to consider and resolve any matter arising from the application of Article 23. Any such matters deemed to be properly before the Committee shall not be subject to the grievance procedure pursuant to Article 9 of the Collective Agreement.
- (f) The Chair of the Committee shall, at the request of either party, determine whether any matter is properly within the Committee's terms of reference and if it is, shall have the power to determine the appropriate resolution to an employee's concern. The decision of the Chair shall be binding on both the Employer and the Union.
- (g) In order to facilitate the expeditious resolution of matters put before the Chair, which are agreed or determined to be within the Joint Committee's terms of reference, each party will disclose and exchange full written particulars including any appropriate documentation, seven days prior to the meeting with the Chair.

24. EMPLOYEES BENEFITS

24.01 Dental Plan

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All employees shall participate in the Medical Services Association (MSA), Dental Care Plan, or its equivalent and the Employer shall pay all premiums.

- (b) The benefits shall include Plan A Basic Services the percentage of payment for services shall be 100%.
- (c) Plan B Prosthetic appliances and Crown and Bridge procedures shall be included; the percentage of payment for services shall be 60%.
- (d) Plan C Orthodonture shall be included; the percentage of payment for services shall be 50%.
 An employee is eligible for orthodontic services under Plan C after 12 months participation in the Plan. Orthodontic services are subject to a lifetime maximum of \$1,750 per patient.

24.02 Medical Insurance

(a) All employees shall participate in the Medical Services Plan of British Columbia and the Employer shall pay all premiums.

(b) All employees shall participate in the Medical Services Association (MSA), Extended Health Benefits Plan or its equivalent, and the Employer shall pay all premiums. Expenses incurred relative to the purchase of corrective lenses and contacts with tint or plastic lenses may be claimed up to the amount of \$150 dollars once per any 24 month period for adults and \$150 dollars once per 12 month period for dependent children in accordance with the contract between the Employer and the Carrier. The limit for extended health benefits shall be \$25,000 every two years.

76%

13A9

13A10
100

This benefit also includes:
 - hearing aids with a limit of \$500 every five years;
 - open ended hospital co-insurance.

24.03 Group Insurance

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

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72/80

(a) An amount equal to **two times** regular annual salary up to a maximum of **\$80,000**, will be paid an employee's beneficiary on death from any cause.

76/1

(b) Accidental Death and Dismemberment Insurance
An additional amount equal to two times regular annual salary up to a maximum of \$80,000, will be paid an employee's beneficiary in the event of death, or the amount specified in the Insurance policy be paid the employee in the event of dismemberment or loss of sight. when death, dismemberment or loss of sight is the direct result of a non-compensable accident.

(c) Effective at the earliest possible time, voluntary enrolment in spousal life insurance by payroll deduction will be implemented at the rates established by the carrier.

(d) The Employer will provide all employees with coverage under the Air Travel Insurance Policy administered by the Government of the Province of British Columbia.

24.04 Workers' Compensation Board Claim

76/1
(a) Where an employee is on a claim recognized by the Workers' Compensation Board while the employee was on Employer business, the employee shall be entitled to leave, at their regular rate of pay, up to a maximum of 182 calendar days for any one claim. Where an employee elects to claim leave with pay under this Clause, the compensation payable by the Workers' Compensation Board shall be remitted to the Employer.

(b) Employees who are engaged in demonstrations, displays or public relations sanctioned by the Employer and are in uniform, shall be covered for Workers' Compensation claims.

24.05 Death in Service

- (a) When an employee dies, the period for which salary shall be paid during the month in which death occurs shall be deemed to be the full month.
- (b) Payment shall be made to the spouse or the estate for vacation leave accrued by the deceased employee to date of death.
- (c) Where an employee dies while in the employ of the Employer, the following amounts shall be paid to the dependent or dependants, to be determined as recorded by the Employer:

One month salary for each year of continuous service up to a maximum of six months salary.

- (d) Coverage for medical and dental benefits for dependants will continue up to and including the last day of the month following the month in which the employee dies.

24.06 Registered Supplemental Retirement Plan and Health and Benefit Plan

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

- (a) The Employer shall pay 2.75% of regular salary of employees covered by this Agreement to the Trustees of the Registered Supplemental Retirement Plan.
- (b) If an employee is absent from work by reason of illness or accident the Employer shall contribute the same percentage of the amount the employee would have earned if available for normal duty.
- (c) The Employer shall pay contributions for pay periods ending in a calendar month by the 20th day of the following month.

20/4

(d) The Union will establish and maintain the Registered Supplemental Retirement Trust and Health and Benefit Trust by Trust Agreements between the Union and Trustees appointed by the Union who shall oversee and administer all trust funds.

(e) The Union on behalf of itself and its members, will indemnify and save harmless the Employer, the Province of British Columbia, its Ministers, employees, servants, agents and officers, including the Superannuation Commissioner as defined under the *Pension (Public Service) Act* of British Columbia, from and against all claims, demands, losses, damages, costs, actions, suits, debts, accounts, fines, penalties, expenses and other proceedings made against or incurred, suffered or sustained by any of them at any time or times (whether before or after the expiration or sooner termination of this Collective Agreement) where the same or any of them are based upon or arise out of or from:

(i) the creation, operation, or termination of the Canadian Union of Public Employees Local 873:

(1) Registered Supplemental Retirement Plan; or

(2) Health and Benefit Plan;

(ii) the termination of the Canadian Union of Public Employees Local 873's Mandatory Retirement Savings Plan;

or

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

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

24.07 Employee Assistance Program

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

24.08 Ill Health Retirement

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

24.09 Rehabilitation Committee

- DE 9
- (a) The Employer and the Union agree to establish a Rehabilitation Committee to encourage and facilitate the early return to gainful employment of employees who have been ill or injured.
 - (b) The Committee shall consist of four members, two appointed from each of the Employer and the Union.
 - (c) The two representatives of the Union shall be granted time off without loss of basic pay for the purpose of attending meetings of the Committee.
 - (d) The Employer and the Union agree to endeavour, where possible, to find alternative employment for all employees who are medically or physically incapacitated to the extent that they are unable to perform the work of their normal job category.

24.10 Benefit Plans Effective Date

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

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

24.11 Employer Liability

The Liability of the Employer in the provision of benefits under this Article is limited to the terms and conditions outlined in the appropriate contracts entered into with various carriers as of April, 1983 as well as any agreed to or negotiated changes. These terms and conditions will be listed in the Benefit Program Manual.

25. TECHNOLOGICAL AND OTHER CHANGES

25.01 Technological Change

(a) A technological change is one which affects the terms and conditions or security of the employment of a significant number of employees and alters the basis upon which the Collective Agreement was negotiated. In the event of any dispute or difference between the parties hereto concerning the application, operation, or interpretation of this Clause, the said dispute or difference shall be resolved without stoppage of work pursuant to the grievance procedure.

(b) A joint committee comprised of four members, two appointed by the Employer and two by the Union shall be established to discuss matters of concern respecting technological change as defined in (a) above.

4c

(c) Employees who are assigned by the Employer to work with the new technology defined in Clause 25.01(a) shall receive a period of training and familiarization. Employees involved in training under this Article shall have their salaries maintained for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered the opportunity to be retrained for another position with the Employer or the severance pay provisions of Article 14.

4g

(d) Should an employee opt to be retrained for another position with the Employer and be unable to meet the job requirements, they will be entitled to the severance pay provisions of Article 14.

26. UNIFORM AND CLOTHING ALLOWANCE

26.01 Uniform Allowance

(a) New employees shall be provided with an initial issue of the following items of uniform:

- 2 patrol jackets
- 3 pair of trousers
- 6 shirts
- 2 ties
- 1 tie tack
- 6 pair of lightweight socks
- 1 issue leather belt
- 1 name tag
- 1 rain jacket
- 1 winter coat
- 1 pair winter boots
- 1 pair of issue boots - high
- 1 pair of issue boots - low
- 1 pair of lined gloves
- 1 pair of overshoes
- 1 winter hat
- 1 service cap

(b) Female dispatchers may take as an option one skirt in lieu of one pair of trousers.

- (c) All employees shall be responsible for the normal upkeep of their uniform as per Clause 26.02(b). The replacement of unserviceable or lost items will be made upon surrender of items, or proof of loss, if replacement is necessary as a result of normal wear. Requests for replacement shall be made through an individual authorized by the Employer (who will normally be a unit chief).
- (d) The Employer agrees to supply the uniform item that is required within 60 days of receipt of the order at the supply depot. In the event the Employer cannot supply the requested item, the Employer shall supply a suitable permanent or temporary alternative to that item within the same 60 days.
- (e) All employees who are designated by Joint Labour-Management Committee as requiring the following items shall be issued such items in addition to those items issued in Clause 26.01.
- 2 pair heavyweight socks
 - 1 pair long underwear
- (f) Such other items of uniform that may be required shall be mutually agreed to by the Provincial Joint Labour-Management Committee.
- (g) Footwear
- (i) The Employer shall provide, and employees shall wear, black polished leather shoes or boots fitted with rubber heels of a style acceptable to the Provincial Joint Labour-Management Committee.

- (ii) In those circumstances where the Employer is unable to provide such shoes or boots due to the lack of appropriate size selections from the general Issue, then the Employer shall either supply alternative footwear on an individual basis or, alternatively, such individuals shall be paid an amount of \$90 in lieu of such specialized issue and shall then be required to purchase a similar type of shoe or boot at their own expense.
- (iii) It is understood that upon surrender of boots deemed to be unserviceable that the individual authorized by the Employer will determine if footwear should be resoled or replaced. Where approved, the employee will be reimbursed for resoling expenses by the Employer upon presentation of receipts.
- (iv) The Employer agrees to provide shoes to an employee where a medical practitioner certifies that orthopaedic footwear is required to be worn.
- (h) All items of uniform shall remain the property of the Employer. Employees shall wear the uniform provided by the Employer and be uniformly dressed at all times while on duty.

26.02 Uniform Maintenance

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

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

26.03 Personal Appearance

Uniformed personnel must be clean and neat in appearance while on duty. Hair must be complementary to the uniform and meet the following requirements:

- (a) Clean and neat.
- (b) Must not extend below the top of the shoulder or if longer it must be gathered into a neat configuration.
- (c) Hair may not have excessive outward flaring.
- (d) Sideburns will be square cut at the bottom of the ear lobe or above.
- (e) Moustache will be neatly trimmed and not extend beyond 1 cm below corners of mouth, above the nostrils, or beyond the width bordered by the eyes.
- (f) Beards will be full beards connecting to moustache and sideburns, neatly trimmed and be no more than 2.5 cm in length, the neck must be shaven and the beard must be started and sufficiently matured on the employee's own time.

27. MINIMUM STATION EQUIPMENT

27.01 Minimum Equipment

- (a) The Employer agrees that current standards for ambulance stations maintained by the B.C. Buildings Corporation will be made available at each station. Changes and modifications made from time to time in future to such standards will be made available to the Union for their information. It is understood that the Employer will endeavour to replace or update the current stations whenever possible and appropriate.

- (b) Where crew Quarters are staffed on a daily and continuous basis in whole or in part by full-time personnel, the Employer shall provide for such crew quarters and dispatch quarters the items listed below:
 - (i) a bulletin board;
 - (ii) necessary cleaning agents for toilet and personal washing facilities;
 - (iii) in the case of crew quarters staffed on a 24 hour per day basis, beds and the necessary linen, bedside tables, and a laundry service for the linen;
 - (iv) such other alternative or additional furnishings in relation to the available space as may be mutually agreed to;
 - (v) In the event BCBC does not supply the following items of furniture, then the Employer will provide:
 1. refrigeration facilities;
 2. lockers;
 3. kitchen chairs and a table;
 4. cooking facilities

(c) Coverall Issue

- i) The Employer agrees to supply an individual coverall issue to employees.
- ii) It shall be the responsibility of the employees to maintain, clean, and repair such coveralls.
- iii) Replacement of coveralls will be made upon surrender of the worn coveralls and proof that replacement is a result of normal wear.

28. GENERAL CONDITIONS

28.01 Compliance with Administrative Regulations

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

28.02 Actions of Patients

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

28.03 Civil Actions

6E1 Where the Provincial Joint Labour-Management Committee considers that there has not been flagrant or wilful negligence on the part of an employee:

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

28.04 Criminal Actions

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

28.05 Personal Articles

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

28.06 No Cessation of Work

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

28.07 Long Distance Calls

Unless a physician specifies that an Emergency Medical Assistant is not required, then all long distance calls will include Emergency Medical Assistants, excepting in those circumstances where Emergency Medical Assistants are not available.

28.08 Copies of Agreement

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

28.09 Union Insignia

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

29. OCCUPATIONAL HEALTH & SAFETY

29.01 Statutory Compliance

The Union and the Employer agree that regulations made pursuant to the Workers' Compensation Act, or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with.

29.02 Provincial Joint Occupational Health & Safety Committee

There shall be established a Joint **Committee** composed of **two** representatives of the Employer and two representatives of the Union. The **Committee's** responsibility will be as outlined in the **Industrial Health and Safety Regulations** as well as to **review reports and matters referred by Regional Occupational Health and Safety Committees**. The Provincial **Committee** may make **recommendations to the Joint Labour Management Committee** regarding Occupational Health and Safety matters.

Employees who are representatives of the Committee shall not **suffer** any loss of ~~— for —~~ the time **spent** attending a **Committee meeting**.

29.03 Regional Occupational Health & Safety Committees

The parties agree that the Intent of **this** agreement is to ensure that **all employees** shall have the **maximum possible** access to the Occupational Health and Safety Committee **structure**. **Regional Occupational Health and Safety Committees** will be established and operated as outlined below

- (a) The Regional Occupational Health and Safety **Committees** will be comprised of one Union representative and one Employer representative.
- (b) The Employer will function in accordance with the **Industrial Health and Safety Regulations**, and will participate in **developing** a program to reduce risk of occupational injury and illness. All minutes of the meetings of the Committees shall be recorded and shall be sent to the Provincial Occupational Health and Safety Committee.
- (c) **Employees** who are representatives of the Committee shall **not suffer** any **loss** of basic pay for the time spent attending a **Committee** meeting.

29.04 Safety and Health - Joint Labour-Management Committee

The Union and the Employer agree that those matters raised for discussion under this Clause that fall properly within the terms of reference outlined in Clause 8.05(f) shall be dealt with by the Provincial Joint Labour-Management Committee.

29.05 Reports

The Provincial Joint Labour-Management Committee shall have full access to Accident Investigation Reports as required by the Industrial Health and Safety Regulations of the Workers' Compensation Board of B.C.

29.06 Information

The Provincial Joint Labour-Management Committee shall make available to all stations the safety and health problems encountered and the solutions to those problems in order that other stations can correct such problems.

30. PRESENT CONDITIONS AND BENEFITS

30.01 Continuation of Acquired Rights

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

31. GENERAL

31.01 Plural or Feminine Terms May Apply

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

31.02 Human Rights *Ad*

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

31.03 Sexual Harassment in the Workplace

- (a) The Union and the Employer **recognize** the right of **employees** to work in an environment free from sexual harassment, and **the Employer** shall **take** such **actions** as are necessary respecting an employee engaging in sexual harassment in the workplace.
- (b) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be **unwelcome** and shall include, but not be limited to:
- (i) sexual solicitation or advance or inappropriate touching and **sexual assault**;
 - (ii) a **reprisal**, or threat of reprisal which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
- (c) (i) An employee who wishes to pursue a concern arising from an alleged sexual harassment may submit a **complaint** in writing **within 30** days of the latest alleged occurrence through the Union directly to the Executive Director. Complaints of this nature shall be treated in **strict confidence** by both the Union and the Employer.
- (ii) An alleged offender shall **be given notice** of the substance of such a **complaint** under this clause and shall **be given notice of and be entitled** to attend, **participate in**, and be represented at any **hearing** under this clause.

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- (iii) The Employer designate shall ~~investgate~~ the complaint and shall submit a report to the Executive Director ~~in writing~~ within 90 days of receipt ~~of~~ the complaint. The ~~Executive~~ Director shall within 90 days of receipt of the report Issue ~~his/her decision regarding~~ the matter.
 - (iv) Where the complaint is ~~determined to be~~ of a frivolous, ~~vindictive~~ or vexatious nature, the Employer may take appropriate action. Such action shall only ~~be~~ for just cause and may be grieved pursuant to Article 9.
 - (v) Pending ~~determination~~ of the complaint, the ~~Executive~~ Director may take interim measures to separate the employees concerned if deemed ~~necessary~~.
 - (vi) In cases ~~where~~ sexual harassment may result in the transfer of the employee, it shall ~~be~~ the harasser who is transferred, except that the ~~harassee~~ may be transferred with his/her consent.
- (d) (i) 6A1 Where either party to the proceeding disputes the ~~Executive Director's~~ decision in (c)(iii), they will advise the Executive Director in writing, within 14 days of receipt of ~~his/her decision~~ and the matter ~~will~~ be referred directly to ~~expedited~~ arbitration in accordance with MOU #3.
- (ii) If no dispute is filed within the period in (d)(i) above, the ~~Executive~~ Director will implement the ~~decision~~ and the matter will be deemed concluded.
 - (iii) If a ~~dispute~~ is filed, then the ~~Executive~~ Director will not implement the decision pending the review by the arbitrator.

- (e) (i) The arbitrator will hear the matter and review the decision of the Executive Director. If the arbitrator confirms the decision it will be implemented by the Executive Director.
- (ii) If the arbitrator determines that a different resolution should result, then the matter will be referred back to the Executive Director. The arbitrator may make a further order as is necessary to provide a final and conclusive settlement of the complaint.
- (f) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the Executive Director or the arbitrator.

32. TERM OF AGREEMENT

- 32.01 This Agreement shall be for a term of 48 months with effect from the 1st day of April, 1996 to the 31st day of March, 2000, both dates inclusive and shall remain in full force and effect from year to year thereafter unless either party, within four months immediately preceding the expiry date of this Agreement or before the 31st day of December in any subsequent year, gives to the other party written notice of desire to terminate or amend such Agreement and furnishes particulars of any changes or amendments desired to the other party on or before the 31st day of December in the year in which notice is given hereunder.
- 32.02 If negotiations extend beyond the termination date of this Agreement, both parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.
- 32.03 It is agreed that Section 50(2) and (3) of the Labour Relations Code of British Columbia is not applicable to this Collective Agreement.

32.04 Effective Date of Agreement

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

33. THE TERMS AND CONDITIONS OF EMPLOYMENT FOR PART-TIME EMPLOYEES WILL BE IN ACCORDANCE WITH SCHEDULE F

IN WITNESS THEREOF the Union has caused these presents to be signed by its authorized officers on its behalf and the Employer has caused these presents to be signed by its officers and in the presence of:

FOR THE UNION:

Jim Patterson
President

Joe Denofreo
National Representative

FOR THE EMPLOYER

Val Pattee
Executive Director

Paul Gotto
Director, Provincial Operations

Fred Platteel
Regional Director

Ralph Jones
Regional Superintendent

Greg Wood
Manager, Negotiation Services
PSERC

DATED THIS 17th day of June, 1996, A.D., at Victoria in the Province of British Columbia

SCHEDULE A

1. WAGES AND SHIFTS

1.01 Shifts

(a) Employer Aim

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

(b) Flexible scheduling

All posts experience a higher day-time volume than occurs during the night hours and the parties agree to a flexible scheduling as outlined below to be compatible with the needs of the community served and availability of part-time staff and the members of the post's full-time staff.

(c) Seniority Shall Apply

In all posts the most senior employees will normally be assigned to the shift pattern of their choice and the more junior employees will be assigned to the remaining shifts.

(d) Possible Shift Patterns

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- (i) The two platoon shift pattern.
 - (ii) Five seven hour shifts per seven day block; each shift to end on or before 1800 hours.
 - (iii) Four scheduled ten hour shifts each seven day block.

- (iv) Four 11 hour day shifts followed by four days off; or two 11 hour day shifts, followed by two 11 hour afternoon shifts, followed by four days off; each shift to conclude on or before 2400 hours.

(e) Possible Shift Patterns- Dispatch

Dispatcher's hours of work and shifts will apply in all fully manned Regional and Provincial dispatch centres operated by the Employer as follows:

- i) Day shifts only of five seven hour shifts per week
- ii) A ten day cycle of four 12 1/2 hour shifts followed by six days off.
- iii) An eight day cycle of four ten hour shifts followed by four days off.
- iv) A 14 day cycle of three ten hour shifts followed by four days off and then four ten hour shifts followed by three days off.

(f) Other Shift Patterns

It is understood that other shift patterns may be considered during the term of this Agreement and Introduced, provided that such other patterns are acceptable to both parties.

- (g) Notwithstanding (d) and (e) above, employees designated as "full-time irregularly scheduled" shall not have an established shift pattern.

1.02 Wages

- (a) Salary

The salary of an employee shall be determined by adding the value of the employee's additional qualifications and experience increments to the employee's qualification pay.

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Base Pay:		<u>Apr 1998</u>	<u>Nov 2007</u>	<u>Apr 1998</u>	<u>Apr 1999</u>
Dispatcher	(Annual) (BI-weekly)	\$38,423.52 \$ 1,472.77	\$38,578.82 \$ 1,478.78	\$38,885.33 \$ 1,483.54	\$38,365.05 \$ 1,508.48
Emergency Medical Attendant 1	(Annual) (BI-weekly)	\$38,003.89 \$ 1,341.70	\$35,148.11 \$ 1,347.18	\$35,487.84 \$ 1,358.82	\$35,862.88 \$ 1,374.23
Emergency Medical Attendant 2	(Annual) (BI-weekly)	\$38,423.52 \$ 1,472.77	\$38,578.82 \$ 1,478.78	\$38,885.33 \$ 1,483.54	\$38,365.05 \$ 1,508.48
Emergency Medical Attendant 3 - Advanced Life Support 1	(Annual) (BI-weekly)	\$38,423.52 \$ 1,472.77	\$38,578.82 \$ 1,478.78	\$38,885.33 \$ 1,483.54	\$38,365.05 \$ 1,508.48
Emergency Medical Attendant 3 -- Advanced Life Support 2 and Infant Transport Team	(Annual) (BI-weekly)	\$38,423.52 \$ 1,472.77	\$38,578.82 \$ 1,478.78	\$38,885.33 \$ 1,483.54	\$38,365.05 \$ 1,508.48

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Experience Pay:		<u>Apr 1998</u>	<u>Nov 2007</u>	<u>Apr 1998</u>	<u>Apr 1999</u>
Dispatch:					
-completed 1 year	(Annual) (BI-weekly)	\$7,181.59 \$ 275.27	\$7,210.78 \$ 278.38	\$7,262.89 \$ 279.15	\$7,305.85 \$ 281.94
-completed 2 years	(Annual) (BI-weekly)	\$8,874.27 \$ 378.48	\$8,914.38 \$ 380.02	\$10,013.89 \$ 389.82	\$10,113.73 \$ 387.66
-completed 3 years	(Annual) (BI-weekly)	\$12,854.48 \$ 482.71	\$12,908.84 \$ 484.71	\$13,836.70 \$ 488.88	\$13,188.13 \$ 504.88
E.M.A.'s 1 and 2:					
-completed 1 year	(Annual) (BI-weekly)	\$2,882.83 \$ 103.22	\$2,703.87 \$ 103.84	\$2,730.33 \$ 104.88	\$2,788.34 \$ 105.73
-completed 2 years	(Annual) (BI-weekly)	\$5,588.13 \$ 208.48	\$5,408.00 \$ 207.28	\$5,482.13 \$ 208.38	\$5,618.87 \$ 211.48
-completed 3 years	(Annual) (BI-weekly)	\$8,388.18 \$ 328.88	\$8,400.28 \$ 321.88	\$8,484.23 \$ 328.20	\$8,588.08 \$ 328.48

E.M.A. 3 (ALS & ITT):		<u>Apr 1998</u>	<u>Nov 2007</u>	<u>Apr 1998</u>	<u>Apr 1999</u>
	(Annual) (BI-weekly)	\$8,388.18 \$ 328.88	\$8,400.28 \$ 321.88	\$8,484.23 \$ 328.20	\$8,588.08 \$ 328.48

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Advanced Training (Upon Completion of 3rd Semester):		<u>Apr 1/98</u>	<u>Nov 30/97</u>	<u>Apr 1/99</u>	<u>Apr 1/99</u>
EMA, 3 - Advanced Life Support 1	(Annual) (Bi-weekly)	\$7,629.95 \$ 292.45	\$7,981.05 \$ 293.85	\$7,737.73 \$ 298.59	\$7,815.20 \$ 299.56
E.M.A. 3 - Advanced Life Support 2 & Infant Transport Team	(Annual) (Bi-weekly)	\$9,874.20 \$ 378.48	\$9,914.36 \$ 380.02	\$10,013.59 \$ 383.82	\$10,113.73 \$ 387.66
Supervisory Pay:		<u>Apr 1/98</u>	<u>Nov 30/97</u>	<u>Apr 1/98</u>	<u>Apr 1/99</u>
Dispatch 3	(Annual) (Bi-weekly)	\$997.60 \$ 34.40	\$901.12 \$ 34.54	\$910.14 \$ 34.69	\$919.36 \$ 35.24
Charge Dispatcher/ Unit Chief	(Annual) (Bi-weekly)	\$5,871.84 \$ 225.07	\$5,895.76 \$ 225.98	\$5,954.61 \$ 228.24	\$6,014.18 \$ 230.52
Service Pay (All Classes):		<u>Apr 1/98</u>	<u>Nov 30/97</u>	<u>Apr 1/98</u>	<u>Apr 1/99</u>
- completed 10 years	(Annual) (Bi-weekly)	\$448.80 \$ 17.20	\$450.56 \$ 17.27	\$455.07 \$ 17.44	\$459.55 \$ 17.61
- completed 15 years	(Annual) (Bi-weekly)	\$997.60 \$ 34.40	\$901.12 \$ 34.54	\$910.14 \$ 34.69	\$919.36 \$ 35.24
- completed 20 years	(Annual) (Bi-weekly)	\$1,348.40 \$ 51.61	\$1,351.94 \$ 51.62	\$1,365.47 \$ 52.34	\$1,379.17 \$ 52.66
- completed 25 years	(Annual) (Bi-weekly)	\$1,795.32 \$ 68.82	\$1,802.75 \$ 69.10	\$1,820.80 \$ 69.79	\$1,838.09 \$ 70.49

2. DISPATCHERS

2.01 Classification

There will be four classes of Dispatcher:

(a) Probationary

- i) New employees subject to probation as set out in this Agreement.
- ii) Crew members training for dispatch who will be subject to a six month probationary period during which time they may be reclassified to crew status if adjudged unsatisfactory.

(b) Dispatcher

Probationary dispatchers who complete their probation satisfactorily will be classified as Dispatcher.

(c) Dispatcher III

In those centres that employ more than one Employer Dispatcher on any shift, the most senior dispatcher on the shift will be classified as a Dispatcher III for the duration of the shift, excepting where a Charge Dispatcher is on duty in that Dispatch Centre.

(d) Charge Dispatcher

For each dispatch 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 and where more than one dispatch position is staffed on a 24 hour basis, it is agreed that Charge Dispatchers will not work the same positions in the shift cycles. Region 2 shall not have less than five Charge Dispatchers.

3. SUBSISTENCE ALLOWANCES

3.01 Subsistence Allowances

It is agreed that crew members required to leave their post responding area for a period in excess of five hours and up to eight hours shall be paid an allowance of \$8.60, and crew members required to leave their normal post area for a period in excess of eight hours and up to 12 hours shall be paid an allowance of \$14.45 and for a period in excess of 12 hours in any one calendar day, each crew member shall be paid a sum total of \$28.40, for meals. It is further agreed that expenses incurred for overnight sleeping accommodation will be paid by the Employer and that receipts will be presented to the Employer.

3.02 Meal Allowances

Employees attending **courses** at the **request** of the Employer whose normal work station and residence is outside a 32 km radius of the address where the course is being held, 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. Employees within a 32 km radius of the address where the course is being held, will be provided with a lunch or the appropriate meal allowance at the Employer's discretion.

4 SUPERVISORY AUTHORITY

- 4.01** Unit Chiefs and Charge Dispatchers shall have the authority to give verbal warnings, written warnings, and one shift suspensions to employees.

SCHEDULE C

PENSIONS

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

- (a) Persons covered by this Agreement and employed after January 1, 1976 will automatically be enrolled in the *Pension (Public Service) Act*.
- (b) Present employees employed by the Employer prior to January 1, 1976 may elect to:
 - 1) be enrolled in the *Pension (Public Service) Act*; or

- ii) may enroll in the Ambulance Employees' Union Pension Trust Plan, and such options, once exercised, shall be irrevocable and their enrollment in any other registered or unregistered pension or retirement trust plans will be terminated, excepting only that those several individuals who were enrolled in the Ambulance Employees' Union Pension Trust Plan prior to March 31, 1988, and who, by the previous conditions of that Trust were entitled to a matching employer contribution of 10%, may continue to be eligible for a 10% matching contribution by the Employer which they may elect to have disbursed by enrolling in the Pension (Public Service) Act and the Employer will make matching contributions to this plan, with the remaining balance of the Employer's 10% contribution being paid to the Ambulance Employees' Union Pension Trust Plan or, alternatively, such person may elect to assign their total deduction to the Ambulance Employees' Union Pension Trust with the Employer paying its total matching contribution to the Trust, and it is agreed that these options will also be irrevocable once exercised.

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SCHEDULE D

RANKING

Unit Chief and Equivalent

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

Terms of Reference

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

SCHEDULE F

PART-TIME EMPLOYEES

F1.00 APPLICABLE COLLECTIVE AGREEMENT PROVISIONS

The following articles and clauses of the collective agreement shall apply to part-time employees:

- (a) Date of Signing of Collective Agreement
- (b) Clause 1.01(a)&(b) Terminology
- (c) Article 2 Management Rights
- (d) Article 3 Employees' Rights (except Article 3.03(b))
- (e) Article 4 Union Membership Requirement
- (f) Article 5 Check-off of Union Dues
- (g) Article 6 Correspondence
- (h) Article 7 Contracting Out

(l)	Article 8	Provincial Joint Labour-Management Committee
(j)	Article 9	Grievance Procedure
(k)	Article 10	Arbitration Procedure
(i)	Article 11	Discharge, Suspension and Discipline (except Clause 11.07, 11.08 and 11.09)
(m)	Clause 13.01(b) (c)	
	(g) (h)	Postings
(n)	Clause 13.03	Selection Process for Full-Time Unit Chief, Charge Dispatcher
(o)	Clause 13.04	Selection Process for Full-Time Dispatcher
(p)	Clause 13.08	Grievances
(q)	Clause 18.01(a)	Statutory Holidays 1421 7/2
(r)	Clause 22.05	Instructors
(s)	Clause 22.08	Subsistence Allowance
(t)	Clause 22.09	Vehicle Allowance
(u)	Clause 22.10	Meal Allowances
(v)	Clause 24.03(d)	Group Insurance 1404 7/2
(w)	Clause 24.04(b)	Workers' Compensation Board Claim
(x)	Article 25	Technological and Other Changes
(y)	Clause 26.01(f)	Uniforms/JLMC
(z)	Clause 26.01(g)	Footwear
(aa)	Clause 26.03	Personal Appearance
(bb)	Article 28	General Conditions (except Clause 28.07)
(cc)	Article 29	Occupational Health and Safety
(dd)	Article 31	General
(ee)	Article 32	Term of Agreement
(ff)	Article 33	Part-Time Employees
(gg)	Schedule 'A' 3.01	Subsistence Allowances
(hh)	Schedule 'A' 4.01	Supervisory Authority
(ii)	Memorandum of Understanding #13	

F2.00 LEAVE PROVISIONS

F2.01 Scheduling

Part-time employees are not entitled to paid leave other than as provided in Schedule F2.02 and F10.01.

F2.02 Death in Immediate Family

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

F2.03 Leave of Absence

The Employer may grant part-time employees leave of absence without pay for up to three months in unusual circumstances or to engage in other occupational activity. Such leave will be at the discretion of the Employer.

F2.04 Pay for Collective Bargaining

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

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

F2.05 Pay for Witnesses

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

F2.06 Joint Labour-Management Committee

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

F3.00 QUALIFICATIONS, TRAINING AND STAFFING

F3.01 Class 4 Driver's License

Drivers are required to hold a Class 4 Driver's License issued by the Provincial Motor Vehicle Branch that permits the holder to operate an ambulance in B.C.

F3.02 Training

- (a) Where the Employer determines that EMA II training will be provided to part-time employees in a specified post, employees will qualify for such training as follows:
 - i) employees must have completed at least 25 response calls as an EMA I and have at least one 1 year service as an EMA I; and
 - ii) achieve a minimum 60% on a written exam based upon a bank of mutually agreed to questions relating to EMA I material.
- (b) Training opportunities identified pursuant to (a) above will be offered to the qualified employee(s) with the earliest start date(s) with the Employer.
- (c) Employees who qualify for training pursuant to (a) above shall maintain such qualification.
- (d) In the event that training opportunities exist pursuant to (a) above, such training opportunities will be posted in the specified post and open only to part-time employees within such post.

F3.03 Postings

- (a) i) All full-time EMA II driver/attendant and unit chief vacancies except those outlined in Clause 13.01(k) shall be posted in all stations for a minimum of 14 days before any such vacancies are filled or any promotions effected. It is understood that any written submissions made in consequence of such posting and within the period of such posting shall be considered by the Employer.

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

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

F3.04 Staffing

- ACB 10/19
- (a) Subject to Clause 13.01(g) should the Employer post a full-time vacancy(s) pursuant to Schedule F3.03(a) in which there are no applications or insufficient applications from full-time employees, the part-time employee(s) who has applied and who has the earliest date of hire with the Commission will be appointed to the position providing they can successfully qualify for EMA II training in accordance with Schedule F3.02(a) i) and ii).
 - (b) Where necessary, employees placed in EMA II vacancies through the process described in (a) above will be required to successfully license to the EMA II level as per Clause 23.01(a). Required training will be made available by the Employer within 12 months of the employees date of full-time hire.

F3.05 EMA II Training Expenses

- (a) Part-time employees will be paid their regular hourly rate while attending scheduled training sessions related to EMA II licensing and relicensing courses.
- (b) Part-time employees attending such EMA II licensing and relicensing courses referred to in (a) above, shall be entitled to meal and mileage allowances in accordance with Schedule A 3.02.

F3.06 Examinations

Six months prior to their scheduled attendance at an approved training agency, institute or college, employees will be provided with a complete list of all written questions and description of practical situations which they may be examined on for relicensing. In the event that this material is not sent in time to meet this requirement the employee will be rescheduled to comply with this agreement.

F3.07 Training Programs Committee

- (a) A **Joint Committee** shall be constituted to provide for continuing consultation and cooperation between the parties with respect to training delivery in the areas of certification, recertification and continuing education.
- (b) **The** Joint Committee shall consist of four representatives as follows:
 - i) **two** appointed by the Union, of which one shall be the **President** of CUPE Local 873, the other shall be a member of the Union Negotiating Committee.
 - ii) **two** appointed by the Employer, of which one shall be a member of the Management Negotiating Committee.

There will be a Chair jointly appointed by the parties. Each party shall pay one-half of the fees and expenses of the Chair.

Either party to the Committee shall have the right to call advisor(s), resource persons or witnesses to assist with their deliberations. Schedule F2.05 shall apply to employees who appear as witnesses and testify.

- (c) The Committee shall meet within 14 days of written notice by either party, and leave without loss of pay shall be granted to Committee members. Minutes shall be taken of all meetings and copies of such minutes shall be provided to the Employer and the Union.
- (d) The terms of reference for the Joint Committee will be to consider and resolve individual problems relating to employee treatment within the training programs arising from certification, recertification or continuing education.
- (e) The Joint Committee shall have jurisdiction to consider and resolve any matter arising from the application of Schedule F3.00. Any such matters deemed to be properly before the Committee shall not be subject to the grievance procedure pursuant to Article 9 of the Collective Agreement.

- (f) The Chair of the Committee shall, at the request of either party, determine whether any matter is properly within the Committee's terms of reference and if it is, shall have the power to determine the appropriate resolution to an employee's concern. The decision of the Chair shall be binding on both the Employer and the Union.
- (g) In order to facilitate the expeditious resolution of matters put before the Chair, which are agreed or determined to be within the Joint Committee's terms of reference, each party will disclose and exchange full written particulars including any appropriate documentation, seven days prior to the meeting with the Chair.

F4.00 RESIGNATION, EMPLOYMENT OBLIGATION AND PROBATION

F4.01 Deemed Resignation

Subject to Schedule F2.03, part-time employees who do not make themselves available for work for six consecutive months shall be deemed to have resigned from employment.

F4.02 Part-Time Employee Movements

- (a) Part-time employees are normally attached to one operator. Should they wish to move to another operator they must apply and be accepted. The successful applicant will be the applicant with the earliest start date who possesses the required qualifications.
- (b) The parties recognize that the Employer may be required to employ staff with less than the minimum qualifications. The Employer will only hire those employees with less than the minimum qualifications when no other qualified applicants exist. In these circumstances, employees will be restricted to that Operator until they have achieved the minimum standard.

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F4.03 Employment Obligation

- (a) All new employees will be **required**, at the unit chief's **discretion**, to undergo a period of **orientation** at a mutually agreeable time **before being allowed** to work **shifts** on car. Such orientation will be with pay at the **appropriate** rates as laid out in Schedule **F8.01** and may consist of **orientation** on or off car.
- (b) There **is no** obligation on the Employer to **offer** work to a part time employee until the part-time employee has been employed for a **period** of three **months** from the date of issuance of their employee number.

F4.04 Probationary Employment

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

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

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

F5.00 EMPLOYMENT

F5.01 Part-Time Unit Chief

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

F6.00 HOURS OF WORK

6.01 Callout

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

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

F6.02 Necessary Rest Period

A part-time employee, while filling a regular shift, shall receive a minimum of eight clear hours between overtime abutting such regular shift and the start of any subsequent regular shift.

F6.03 Employee Stranding Arising from a Regular Shift

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

F6.04 Employee Stranding Arising from a Call-Out

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

F6.05 Employee Stranding Expenses

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

F7.00 OVERTIME

F7.01 Overtime

Part-time employees who are ~~required~~ to work in ~~excess~~ of 84 hours [~~factored~~ at the ~~two~~ platoon shift pattern as per Schedule A 1.01(d)(i) in a ~~bi-weekly~~ pay period shall be paid overtime at one and a half times his regular wage.

F7.02 Overtime Resulting From Callout

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

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

F7.03 Overtime Resulting from Filling a Regular Scheduled Vacancy

Part-time employees ~~who~~ work overtime immediately following or immediately preceding a ~~regular~~ scheduled shift shall be paid ~~overtime~~ as follows:

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

F8.00 WAGES

F8.01 Salary Schedule

(a) Regular Rate of Pay - Part-Time

The regular hourly rate for a part-time employee shall be determined by adding the value of the employee's qualification/experience pay plus service pay.

Hourly Rates (in dollars)

<u>Qualification/ Experience Pay</u>	<u>Apr 1/96</u>	<u>Nov 30/97</u>	<u>Apr 1/98</u>	<u>Apr 1/99</u>
IFA RECRUIT	11.96	12.01	12.13	12.25
IFA 5 YEARS	15.77	15.83	15.99	16.15
EMA I RECRUIT	15.99	16.05	16.21	16.37
EMA I 5 YEARS	19.81	19.89	20.09	20.29
EMA II RECRUIT	17.55	17.62	17.80	17.98
EMA II 5 YEARS	21.36	21.45	21.66	21.88

(b) Service Pay (per hour)

	<u>Apr 1/96</u>	<u>Nov 30/97</u>	<u>Apr 1/98</u>	<u>Apr 1/99</u>
- completed 10 years	.21	.21	.21	.21
Or - completed 15 years	.40	.40	.40	.40
Or - completed 20 years	.62	.62	.63	.64
Or - completed 25 years	.82	.82	.83	.84

(c) Dispatch

While working as a dispatcher a part-time employee will receive a differential over and above their regular hourly rate as follows:

<u>Apr 1/96</u>	<u>Nov 30/97</u>	<u>Apr 1/98</u>	<u>Apr 1/99</u>
2.05	2.06	2.08	2.10

(d) Dispatch 3

While working as a dispatcher 3 a part-time employee will receive a differential over and above their regular hourly rate as follows:

<u>Apr 1/95</u>	<u>Nov 30/97</u>	<u>Apr 1/98</u>	<u>Apr 1/99</u>
.40	.40	.40	.40

(e) Unit Chief - Part-Time Allowance

A part-time employee designated as a part-time unit chief will earn the following monthly allowance. A part-time employee designated to act as unit chief for less than one month will earn a pro-rated portion of the monthly allowance.

<u>Station Annual Call Volume</u>	<u>Apr 1/95</u>	<u>Nov 30/97</u>	<u>Apr 1/98</u>	<u>Apr 1/99</u>
0 - 99	177.78	178.50	180.28	182.08
100 - 199	264.24	265.31	267.96	270.64
200 - 299	350.99	352.11	355.63	359.19
300 - 399	440.39	442.18	446.80	451.07
400 +	489.32	491.31	496.22	501.18

(f) Hourly Rate for Working a Regular Scheduled Shift

Part-time employees working a regular scheduled shift shall receive the shift hourly rate for all hours worked on such shift.

F8.02 Factoring

Effective November 30, 1997, the hourly rate of pay for employees working overtime pursuant to Schedule F7.01, F7.02 and F7.03 shall be based on the hourly rate of pay resulting from the shift pattern established by Schedule A 1.01(d)(ii).

F9.00 PART-TIME DISPATCHERS CLASSIFICATION

There will be three classes of part-time dispatcher:

(a) Probationary

- i) New employees subject to probation as set out in this Agreement.
- ii) Crew members training for dispatch who will be subject to a six month probationary period during which time they may be reclassified to crew status if adjudged unsatisfactory.

(b) Part-Time Dispatcher

Probationary part-time dispatchers who complete their probation satisfactorily will be classified as part-time dispatcher.

(c) Part-Time Dispatcher III

In those centres that employ more than one Employer dispatcher on any shift, the most senior part-time dispatcher on the shift will be classified as a part-time dispatcher III for the duration of the shift, excepting where a full-time dispatcher or charge dispatcher is on duty in that dispatch centre.

- (d) In respect of (c) above, the senior employee will be that employee with the earliest date of hire.

F10.00 COURT TIME

F10.01 Pay While Attending Court

A part-time employee who, because of actions arising from his employment with the Employer, is required to appear in Court in his official capacity as an ambulance attendant, is entitled to the following:

- (a) pay for the actual time spent in Court plus reasonable travelling time providing the part-time employee is not required to be at work for another employer over the duration of the Court appearance. The employee shall be compensated at their regular hourly rate of pay for a minimum of four hours; or

(b) reimbursement for wages lost as a result of the **part-time** employee being absent from other employment. An employer statement of wage loss and a Court certified summons is **required**.

A **part-time** employee receiving pay pursuant to (a) and (b) above shall remit to the Employer all monies paid to him by the court, except travelling and meal allowances not **reimbursed** by the Employer.

F11.00 RENEWAL REIMBURSEMENTS

F11.01 O.F.A. Certificate Renewal

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

F11.02 Class 4 Driver's Licence Medical Examination

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

F11.03 C.P.R. Instructors Course

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

F12.00 EMPLOYMENT QUALIFICATIONS AND REQUIREMENTS

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

F13.00 UNIFORMS

F13.01 Part-Time Uniform Issue

- (a) The Employer shall ensure that all part-time employees who have been employed pursuant to **Schedule F4.03 will receive a part-time uniform issue** as follows:

- 1 patrol jacket
- 1 pair trousers
- 2 shirts
- 1 tie
- 2 pair light weight sacks
- 1 belt
- 1 pair issue boots
- 1 service cap

- (b) Upon unit chief recommendation, the superintendent may, on a discretionary basis, issue additional uniform items. Such issuance will not be unreasonably withheld.

F13.02 Uniform Maintenance

- (a) All employees shall be responsible for the normal upkeep of their uniform as per **Schedule F13.02(b)**. The replacement of unserviceable or lost items will be made upon surrender of items, or proof of loss, if replacement is necessary as a result of normal wear. Requests for replacement shall be made through an individual authorized by the Employer (who will normally be a unit chief).
- (b) All employees shall be responsible for the normal upkeep and cleanliness of their uniforms, but in the event that the uniform becomes abnormally soiled during the normal course of duty, the employee shall be reimbursed for cleaning expenses by the Employer upon presentation of receipts.
- (c) Female dispatchers may take as an option one skirt in lieu of one pair of trousers.
- (d) All items of uniform shall remain the property of the Employer. Employees shall wear the uniform provided by the Employer while on duty.

F14.00 ALLOWANCES

F14.01 Pay for Acting Capacity

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

F14.02 Transportation for Duty

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

F15.00 PART-TIME EMPLOYEE LISTS

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

F16.00 BENEFITS

F16.01 Benefits

1404 (a) Part-time employees shall receive 17% over and above earnings in lieu of all benefits including vacation.

1402 (b) (i) Part-time employees having achieved 1000 or more paid hours per annum shall be covered by the following benefits which are the same benefits as provided to full-time employees:

1. Life Insurance
2. Accidental Death and
Dismemberment
3. Dental
4. Extended Health
5. MSP
6. EAP

- (ii) The payments for benefits will directly reduce the in lieu payment referred to in (a) above. Part-time employees shall continue to receive the residual balance of the in lieu payments required to fund the foregoing benefit plans to a maximum of 11% excluding the 6% vacation.
 - (iii) This benefit plan is mandatory for those part-time employees achieving 1000 or more paid hours per annum.
- (c) Part-time employees who have less than 1000 paid hours per annum shall be covered by the following benefits:
- (i) EAP
 - (ii) \$20,000 occupational accidental death and dismemberment insurance
- (d) The parties agree that the initial and ongoing costs of benefit plans purchased from the in lieu payments made pursuant to Schedule F16.01(b) shall be capped at the percentage available pursuant to Schedule F16.01(a).

MEMORANDUM OF UNDERSTANDING #1

- A. SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN - MATERNITY LEAVE**
- 1. The objective of the Supplemental Unemployment Benefit (SUB) plan is to supplement the unemployment insurance benefits received by eligible employees who are on approved maternity leave pursuant to CUPE 873 Agreement Clause 21.04
 - 2. The maximum number of weeks for which SUB Plan benefits are payable is 17 weeks.

3. The duration of the plan will be from the date one month after the date compliance authorization for the Supplemental Unemployment Benefit Plan is received from Employment and Immigration Canada to the date of expiration of the 11th Agreement.
4. Employees do not have a right to SUB Plan payments except for supplementation of UI Benefits for the unemployment period as specified in this Plan.
5. The Employer will inform the Canada Employment and Immigration Commission of any changes in the plan within 30 days of the effective date of the change.
6. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

B. SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN - PARENTAL LEAVE

1. The objective of the Supplemental Unemployment Benefit (SUB) plan is to supplement the unemployment insurance benefits received by eligible employees who are on approved parental leave pursuant to CUPE 873 Agreement Clause 21.08.
2. The maximum number of weeks for which SUB Plan benefits are payable is ten weeks.
3. The duration of the plan will be from the date one month after the date compliance authorization for the Supplemental Unemployment Benefit Plan is received from Employment and Immigration Canada to the date of expiration of the 11th Agreement.
4. Employees do not have a right to SUB Plan payments except for supplementation of UI Benefits for the unemployment period as specified in this Plan.
5. The Employer will inform the Canada Employment and Immigration Commission of any changes in the plan within 30 days of the effective date of the change.
Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

MEMORANDUM OF UNDERSTANDING#2

Re: Patient Transfer Service

The parties agree to form an Implementation Committee for the purpose of introducing a pilot Patient Transfer Service. The Committee will meet within 14 days of ratification of the Collective Agreement. The project will be implemented initially in the Vancouver and Victoria areas to be expanded to the Vancouver and Victoria posts. One year from Implementation, the Committee will review the results of the pilot project and mutually agree on recommendations to be made to the Employer regarding the need for a continuation of the Patient Transfer Service and the feasibility of implementation of the Service in other areas, including the following:

FVRD, Okanagan (Penticton, Kelowna, Vernon, Kamloops), Prince George, Nanaimo

The Employer will implement these recommendations.

It is agreed that the implementation Committee will consist of four members, two from management (one of whom will be the Director, Provincial Operations) and two from the Union (one of whom will be the President of CUPE, Local 873). The administrative costs of the meeting will be born by the Employer, including travel and accommodation. The representatives of the Union shall be granted time off with pay for the purpose of attending meetings of the Committee, or paid their regular hourly rate of pay for the time of the meeting if off duty.

The parties recognize the need to achieve the most efficient use of resources in this exercise. The principles to be considered by the Committee as it introduces and evaluates this pilot project are to include but not be limited to:

- the establishment of an annual review process;
- patient care requirements which may include all levels of EMA;

- the posting and filling of positions, in accordance with Article 13, recognizing the need to accommodate staff, where appropriate, covered by Clause 24.09;
- shift patterns in accordance with Schedule A1.01 recognizing the need for scheduled meal and rest breaks;
- the value of the Service as a means of allowing employee entry and exit from employment with the Employer;
- the value of a separate dispatch;
- the use of multi-patient transfer vehicles;
- the appropriate stocking and equipping of the vehicle;
- consider the inclusion of every level of inter-facility transfer and non-pre-hospital care that falls within the mandate of Employer;
- locating vehicles at Employer stations;
- the function of the transfer fleet as backup in the case of an MCI.

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**MEMORANDUM OF UNDERSTANDING #3
EXPEDITED ARBITRATION**

The following Memorandum will be effective for the term of the 11th Collective Agreement only.

1. The parties shall determine by mutual agreement those grievances filed at arbitration pursuant to Article 10, which are suitable for expedited arbitration.
2. Any such grievance proceeding through expedited arbitration shall be referred to the arbitrator and hearing dates shall be scheduled as expeditiously as possible.
3. Where the parties mutually agree to invoke expedited arbitration, the process described in this Memorandum of Understanding will apply notwithstanding the provisions of Article 10 of the Collective Agreement.
4. The location of the hearings is to be agreed by the parties.

5. All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
6. Prior to rendering a decision, with the parties agreement, the arbitrator may assist the parties in mediating a resolution to the grievance.
7. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
8. The decision of the arbitrator is to be completed and mailed to the parties within ten working days of the hearing.
9. The parties shall share equally the costs of the fees and expenses of the arbitrator.
10. The expedited arbitrator, who shall act as sole arbitrator, shall be Mr. Vincent Ready.
11. The arbitrator shall have the power and authority to conclusively settle the dispute and this decision shall be binding on both parties. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter or proceeding.

MEMORANDUM OF UNDERSTANDING #4

Re: Accreditation

1. The parties to the Collective Agreement subscribe to the Canadian Medical Association Conjoint Accreditation standard for the three levels of EMA.
2. The three EMA training programs shall meet the respective current CMA Level 1, 2 & 3 accreditation standards.
3. Those employees currently at the EMA I level will be afforded the opportunity upon application to complete the current accredited EMA I program. A minimum of one hundred seats per year will be allocated to such employees.

4. In the event the CMA accreditation standards are altered from the current standards, the Employer reserves the right to discontinue this Memorandum with the exception of item 3 above.

MEMORANDUM OF UNDERSTANDING #5
RE: TIME OFF IN LIEU OF OVERTIME

The provisions of this memorandum shall remain in effect for the term of the 11th Agreement for a further trial period of Cur years which may be extended by mutual agreement. These provisions may be terminated by either party following this continued trial period.

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1. An employee may elect to bank overtime hours on the basis of one hour banked for each hour overtime worked to a maximum of hours equal to two blocks of the employee's normal shift pattern.
 2. Time off may be taken in full shift increments, at a time mutually agreed by the employee and the Employer.
 3. Time off which is added to the holiday entitlement may only be selected after all other employees within the unit have selected their normal holiday entitlements.
 4. Banked hours may be accumulated by:
 - a) extended tour of duty (16.03)
 - b) completion of call (18.02)
 - c) extra shifts (16.04)(a)
 5. Accumulated time off that is not scheduled by March 1st of each year will be paid out March 31st of that year at the applicable rate such overtime was earned.
 6. Administrative procedures will be established by the Employer following discussions at Joint Labour-Management Committee.
 7. Pay notification will include a balance-to-date of banked overtime hours.

- 8 Accumulated time ~~off~~ may be used to top up the short term disability plan benefits at the employees discretion;
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MEMORANDUM OF UNDERSTANDING #6

Re: Allocation of Work

To provide for provincial consistency and fairness, the allocation of work will be as follows:

1. Each employee will apply to **one operator** as their primary operator for the allocation of **work**.
2. Each employee **attached** to the operator will provide their **list of availability** to the **Unit Chief** or **designate** by an established date. Should an **employee** not **make** themselves **available** by the **established date**, they **will** only be given short notice book offs after all **available** staff who had submitted their **availability** on time. They will be **afforded access** to short notice book offs, consistent **with** their stated **availability**, prior to **secondary operators** being offered these shifts.
3. Upon **receipt** of an employee's **availability**, in accordance with #2, the **Unit Chief** will distribute the **work** fairly and equitably based on **availability** using the following formula:
 - add the **total** number of available **shifts** submitted by all **employees** and divide by the number of **shifts** to be covered (**call-out** and **spareboard**) for the scheduling period. Divide each employee's **availability** by this number to **obtain** the total number of **shifts** that each employee should **receive**.
4. **Local arrangements** may be made regarding **prime time call-out work** in which the formula in #3 shall be used to **allocate this work**. Then the **non-prime time work** shall be allocated in the same **fashion**.

5. Part time staff attached to the operator will be given first opportunity at all work. Remaining call out work will be offered to full time staff attached to the operator. Any remaining work will then be offered to employees attached to other operators that have made themselves available to their own operator for the same time periods and dates. Their first commitment is to their primary operator.
6. Once a shift has been allocated to an employee, that employee has the responsibility to cover that shift, excepting a legitimate absence.
7. An employee scheduled to work call-out and offered a sparboard shift for the same period may accept the shift if the Employer instructs the employee to abandon the call-out shift or the employee finds coverage for the call-out shift.
8. The parties agree that each operator will employ the minimum number of employees to cover the maximum amount of work. The unit chief will identify, to all the station staff, the number of shifts being filled from secondary operators on an ongoing basis so that employees have an opportunity to increase their availability. Should the number of shifts being filled from secondary operator employees exceed 10% of the total number of available shifts for more than two consecutive months then the unit chief may increase the number of staff. Should the unit chief be unable to fill a shift from within the operation or from secondary operators, the unit chief may increase the number of staff. The unit chief will take into consideration returning absent employees as well as be able to increase staff to off set staff identified as permanently leaving the station.
9. Seasonal or short term shortfalls in staffing levels shall be accommodated through the use of employees from other operators who remain available using their pre-submitted availability.
10. Catchment areas for the allocation of work shall be recognized as the 'post' unless regional agreements increase this understanding.

11. The Employer is developing a system whereby applications for lateral transfers and new hires shall be coordinated regionally through a centralized process.

Application disputes arising out of the process will be addressed at Regional JLMC. Interpretation disputes will be addressed at Provincial JLMC.

This Memorandum will remain in effect during the term of the 11th Agreement. The Union and the Employer agree that the Provincial JLMC may review this Memorandum during its term and amend or discontinue it by mutual agreement.

MEMORANDUM OF UNDERSTANDING #7

Re: Dual Trained Employee

It is agreed that the Employer will identify employee(s) to be dual trained for car and dispatch. These employee(s) will be full-time and be utilized as follows:

1. Dual trained employees will be attached and scheduled, including holidays, on car in the corresponding adjacent post. For the purpose of scheduling only, the dispatch centre shall be deemed to belong to the adjacent multi-station post.
2. On regular scheduled days the employee may be re-assigned to dispatch.
3. The re-assignment to dispatch will cover unpredictable CME, remaining holidays, STIP, WCB, leaves, special events and other short notice book offs, and is meant to be of a temporary nature. The employee will be assured of sufficient on-car work to enable them to retain their EMA license.
4. Re-assignment to a dispatch shift will be with no loss of pay. Overtime will be paid for those hours over and above the on-car shift. Time spent working in dispatch will be at the appropriate dispatch qualification rate of pay. Time worked on car will be at the appropriate EMA rate and will not include dispatch qualification pay.

5. The selection process for these positions shall be in accordance with Clause 13.04 with recognition to a closed port bid if no vacancies exist on car.
6. Current part-time dispatchers will continue covering remaining vacancies.

This Memorandum encompasses all four dispatch centres.

This Memorandum will remain in effect during the term of the 11th Agreement. The Union and the Employer agree that the Provincial JLMC may review this Memorandum during its term and amend or discontinue it by mutual agreement.

MEMORANDUM OF UNDERSTANDING #3

RE Posting of EMA III Vacancies

This will confirm that the Employer will post vacancies, in accordance with Clause 13.01, for EMA III positions as they occur. The successful applicant(s) will be selected in accordance with Clause 13.05 and appointed to the position(s).

Employees placed in EMA III vacancies through this process will be required to successfully license to the EMA III level. The employee will be supplied with study materials and required training will be provided by the Employer. The training will be completed within 30 months from the time the employee starts in the position.

Failure to successfully license to the EMA III level will result in the employee having to vacate the EMA III position by:

1. being absorbed into an EMA II position in the EMA III (ALS) post if a vacancy exists or is anticipated within the next 6 months; or if no vacancy exists by,
2. returning to the employee's original post if a vacancy exists or is anticipated within the next six months; or if no vacancy exists by,
3. successfully bidding to any EMA II vacancy within six months.

If the employee is not re-assigned through #1, #2, or #3, the employee will be re-assigned to a vacant EMA II position. Such assignment will be by mutual agreement where possible.

This Memorandum will remain in effect during the term of the 11th Agreement. The Union and the Employer agree that the Provincial JLMC may review this Memorandum during its term and amend or discontinue it by mutual agreement.

MEMORANDUM OF UNDERSTANDING #9

Re: Casuals

The former designation under Schedule B will not apply to Vancouver and Victoria operations.* In its place the Employer will employ the following categories of unionized employees.

1. Fulltime 'regularly scheduled'.
2. Full time 'irregularly scheduled'.
These employees will be paid at 100% and will be used to primarily cover holidays and training vacancies.
3. Casual Employees
These employees will be used on an as and when required basis with no guarantee of pay. The number of casual employees will be set so as to generate a fair wage for those employees.

Casual employees will:

1. be compensated at the appropriate shift rate based on their qualifications (minimum EMA II).
2. be paid 15% in lieu of fringe benefits.
3. receive experience increments for each 2180 hours worked.
4. not acquire seniority until hired full time and then such work as a Casual will be credited as pro-rated seniority based on 2180 hours equalling one year.
5. Superannuation to apply after a specified period of time as contained in the Pension Act

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The following articles of the collective agreement apply to casual employees:

Article 8, 10, 11, 15, 16 (other than 16.04(a)), 17,
18 (pro-rated at the end of the calendar year and to be mutually scheduled and taken by March 31 of the following year),
19 (to receive 6% vacation pay),
22 (except 22.13), 23, 24.04(b), 24.05(b),
26 (2/3 of cleaning allowance), 27, 28, 29, 30, 31, 32, Schedule A (except 1.01 (c)).

A minimum of 50% of full time employees will be hired from casual employees.

- All current HRSB employees in Vancouver and Victoria will be appointed to full time "irregularly scheduled" positions within 18 months of the signing of this agreement. In the interim, these employees will be covered by Schedule B and converted to 100% on a seniority basis.

MEMORANDUM OF UNDERSTANDING #10

RE: Irregularly Scheduled Employees

The Employer will maximize the number of irregularly scheduled employees in each post based on the historic need for shift coverage. In posts that have irregularly scheduled employees the predictable work (e.g. holiday coverage, training) will be equally assigned to all irregularly scheduled employees. The balance of their availability to 100% will be made up with coverage of non-predictable vacancies and short notice book-offs. The periods of time that the employee is not prescheduled shall be spaced as evenly as possible throughout the year. During these float blocks, employees will be scheduled with adequate time off as per policy.

Employees will be scheduled and paid in accordance with the established 56 and 70 day cycles.

This Memorandum will remain in effect during the term of the 11th Agreement. The Union and the Employer agree that the Provincial JLMC may review this Memorandum during its term and amend or discontinue it by mutual agreement.

MEMORANDUM OF UNDERSTANDING #11

**Re: Continuing Medical Education (CME) As Replacement
for Existing Recertification Process**

I Preamble

The Parties to this Agreement fully subscribe to the concept of CME as a replacement for the existing Article 23 recertification process.

It is acknowledged that the authority for licencing and relicencing EMAs rests with the EMA Licencing Board, established pursuant to Section 5.1(1) of the Health Emergency Act.

II Collective Agreement Amendments

In expectation of the Board approving CME as the vehicle for relicencing, certain collective agreement amendments may be required, including but not limited to, Article 23 and Schedule F3.

Current recertification shall, if approved by the EMA Licencing Board, be replaced by a continuing medical education (CME) based system, consisting of core and elective courses.

Within 30 days of notice that the necessary statutory framework is in place and the CME program is approved for implementation, the bargaining principals will meet to amend Article 23 and/or Schedule F3 where required. It is agreed that any amendments will be limited only to provisions which are required to implement CME to replace the current recertification process.

III Continuing Medical Education

CME consists of:

- compulsory core topics (CCTs)
- compulsory elective topics (CETs)
- non compulsory elective topics

The Committee to Review the Recertification Process has recommended the CCTs be:

1. Acute Respiratory Management (ARM)
2. Cardiac Arrest Management (and related cardiac disorders) (CAM)
3. Basic Trauma Life Support (BTLS)

Among the courses which could make up the elective courses are:

1. Obstetrics
2. A&E
3. Driving
4. Pediatrics
5. IV Skills
6. Diabetic Management
7. Fracture Management
8. Triage

The employee will be required to successfully complete all three of the core courses and two of the elective courses every five year period. Successful completion will negate the need for formal review and instruction. Those employees who have been off work greater than six months because of LTD, WCB, LWOP, DSLP, etc., may require formal review and/or instruction. This will be determined by return to work criteria, and may consist of a five day practical skills review at a training facility. In addition, each employee may be required to be precepted. The length of each preceptorship will be on a case by case basis, and mutually agreed to by employee and Employer.

Employees that have been identified by the SOCC to be deficient in particular skill areas will have their individual cases reviewed and recommendations made for appropriate training and/or preceptorship.

The Employer anticipates that there will be 15 training locations in the province for delivery of CME in the field. It is expected that the training will be provided by the Regional Training Coordinators and occasional instructors selected pursuant to Memorandum of Understanding #16.

The foregoing is subject to the Board's statutory requirements and approval of CME content and SOCC involvement.

Changes agreed to pursuant to this Memorandum will be incorporated into the 12th Agreement.

MEMORANDUM OF UNDERSTANDING #12

Re: Pre July 1, 1974 Employees

In order to address the impasse reached in negotiations regarding the status of employees who worked in the ambulance service prior to July 1, 1974 the following shall apply:

In the event that an employee hired prior to July 1, 1974 is dismissed as a direct result of failing three attempts at recertification, the Article 23 contract language that will apply will be that language contained in the April 1, 1984 to March 31, 1986 contract.

MEMORANDUM OF UNDERSTANDING #13

Re: Standards Committee

The Employer establish an ongoing Standards Committee consisting of six persons:

- 2 Medical Doctors;

- 4 Emergency Medical Assistants consisting of at least one EMA II and one EMA III, elected by and from the Regional Standards of Care Committees.

The Committee will review:

1. the current curriculum;
2. the standards of patient care delivery

and make recommendations to the Employer regarding the above.

The Committee will initially determine the terms of its members and determine necessary resources which may be required, including a professional educator. The Committee will report on a regular basis to the Executive Director and its activities will be reviewed on an ongoing basis at Joint Labour/Management Committee meetings.

The Committee shall meet at least once a year.

MEMORANDUM OF UNDERSTANDING #14

Re: Staffing & Work Distribution Committee

I. PRINCIPLES

A. The parties recognize a need to review work distribution in the areas identified below:

- Vancouver
- Victoria
- Abbotsford
- Chilliwack
- Nanaimo
- Prince George
- Kamloops
- Kelowna

Such a review shall be accomplished by community while recognizing there exists a relationship between certain communities within an area.

B. It is recognized that unacceptably high workloads increase the risk of staff burnout. It is also recognized that low workloads are inefficient. There is a requirement to reach a realistic balance which both addresses staff wellness throughout their careers and an efficient, affordable and sustainable service.

C. There are a number of factors which contribute to a subjective measure of workload distribution. It is accepted that a significant measure of workload is Unit Hour Utilization (UHU) analysis. There exists various definitions of UHU. It is recognized that for this unit of measure to be meaningful, it must be defined and consistently applied.

D. There is a need for a review of work distribution and load, which includes but shall not be limited to the utilizing of Geo-Code and UHU analysis. The results of this analysis shall lead to recommendations with regard to increase and/or reallocation of existing human resources, resource adjustments and varying workload expectations.

- E. It is recognized that the implementation of a patient transfer service will have a bearing on workload analysis.

II. STAFFING AND WORK DISTRIBUTION COMMITTEE

- A. The parties agree to establish a working task force comprised of the following:

PES

Mr. Vince Ready - Chair and Reporting Facilitator.
President - CUPE 873
Director, Provincial Operations - BCAS
National Representative - CUPE
Manager, Negotiations Services - PSERC

The Employer will pay the costs incurred by the Chair in conducting the business of the Committee. The Employer agrees to grant time off with pay to the President, CUPE 873 to attend meetings of the Committee, or pay his regular hourly rate of pay for the time of the meeting if he is off duty. The Employer will pay travel, meal and accommodation expenses of the President where travel is necessary to attend meetings of the Committee.

B. **Terms of Reference**

1. **Structure**

- (a) the Committee will meet no later than 21 days after ratification of the Memorandum of Agreement;
- (b) thereafter, meetings shall be held at the call of either party, or at the call of the Chair;
- (c) the Committee is expected to complete its deliberations and issue its report to the Government of the Province of British Columbia no later than March 31, 1988.

2. Committee Objectives

- (a) Based on the factors in Item 4 below, the Committee shall conduct a comprehensive review of work distribution and workload.
- (b) the Committee will make recommendations to the Government of the Province of British Columbia with respect to human and physical resources.
- (c) the Committee shall prioritize the communities to be examined and shall set time frames for the completion of the study in each community.

3. Role of Chair and Reporting Facilitator

The Chair will:

- (a) ensure the objectives of the Committee are achieved;
- (b) be responsible for ensuring resource materials are made available to the Committee where required;
- (c) will facilitate resolutions to issues which may arise from time to time;
- (d) will chair meetings as requested by the Committee members;
- (e) will ensure timeliness of this Committee report to the Government of the Province of British Columbia.

4. Factors for Committee Consideration

- (a) the Committee is to assess service demands while recognizing that many factors may affect resource requirements including but not limited to:
 - Unit Hour Utilization
 - Response times
 - Geo-Code analysis

- dispatch policies
- EMA levels of service
- types of service demand - transfer/pre-hospital
- station locations within a post
- availability of full-function CAD
- hand-off of patients to hospitals

5. Reporting

- (a) The Committee shall prepare a report outlining its findings based on the objectives established in B. 2 above.
- (b) Should the findings of the Committee result in recommendations for enhanced human resources, such recommendations shall be made to the Government of the Province of British Columbia.
- (c) The Committee report and attendant recommendations will ideally be unanimous. Where such unanimity does not exist, the recommendation of the Reporting Chair shall be the recommendation of the Committee. The parties shall issue minority reports.

MEMORANDUM OF UNDERSTANDING #15

- (1) The parties agree that vacancies which arise in those stations identified below will be posted within 30 days and selections shall be made within 90 days of the closing date of the posting.

- (2) (a) Where attrition results in the vacating of the unit chief position in a station identified below and where such station is designated for reduction in full-time staffing levels, the remaining full-time employee(s) will be subject to the unit chief selection process pursuant to Clause 13.03. In the event the employee(s) do not meet the minimum standard for the position, the employee with the highest total score will be considered the acting unit chief in such station(s) in accordance with Schedule D - Ranking.
- (b) Where a full-time regularly scheduled vacancy arises in a station where there is an irregularly scheduled employee occupying an irregularly scheduled position designated for elimination, such employee will be transferred to the vacant regularly scheduled position.
- (c) Where any vacancy arises, first preference shall be given to applicants from stations subject to reduced full-time staffing levels. All other applicants will be considered where there is no qualified applicant. Selection shall be in accordance with Article 13.
- (3) The minimum number of full-time positions will be set effective April 1, 1996.
- (4) Post work force reduction will only occur through attrition.
- (5) No full-time employee(s) will be transferred against their will.
- (6) This Memorandum will expire on the same date as the expiry of the 11th Agreement.

This list sets out the number of positions in each station:

Operator	Station	# of positions
408	Grand Forks	1
119	Lake Cowichan	1
771	Vanderhoof	1
302	Armstrong	1
336	Revelstoke	1

753	Burns Lake	1
137	Mill Bay	1
414	Kimberley	1
216	Lillooet	1
328	Osoyoos	1
307	Chase	1
149	Chemainus	1
288	Gibsons	1
126	Port Hardy	1
103	Ganges	1
404	Creston	1
107	Sooke	1
326	Oliver	1
769	Smithers	1
105	Central Saanich	1
219	Pemberton	1
334	Summerland	1
236	Sechelt	2
167	Powell River	4
222	Squamish	4
538	Queensl	4
527	100 Mile House	2
159	Ladysmith	2
324	Merritt	2
431	Trail	2
203	Agassiz	2
645	Terrace	2
214	Hope	2
332	Salmon Arm	2
403	Cranbrook	4
124	Port Alberni	6
421	Nelson	6
108	Campbell River	6
856	Dawson Creek	4
684	Prince Rupert	4
224	Whistler	4
545	Williams Lake	4
130	Parksville	6
106	Sidney	4
152	Duncan	8
180	Courtenay	6
215	Mission	8

337	Vernon	10
329	Pantheon	12

MEMORANDUM OF UNDERSTANDING #16

Re: Other Occupational Activity

1. The Employer will approve a request for a leave of absence without pay for a period of up to three years while an employee is employed as a full-time instructor to instruct an approved training program on behalf of a training agency, institute or college. The leave will be extended for a period of up to two years upon request. Seniority shall continue to accrue during the leave of absence. The employee will be returned to their former position, station and shift pattern at the conclusion of the leave. Where required the employee will be provided the opportunity to maintain or renew their license.
2. Where an employee requires leave from work to instruct an approved training program on behalf of a training agency, institute or college on an occasional or "per class" basis, such leave without pay may be granted. Such leave will not be unreasonably withheld. Seniority shall continue to accrue during the leave of absence.
3. All employees on leaves as per No. 1 and No. 2 of this Memorandum of Understanding shall remain members in good standing of CUPE Local 873 in accordance with Clauses 4.01, 5.01, 5.02.
4. Any terms and conditions negotiated in the 12th Collective Agreement shall apply to all employees on leave under this Memorandum of Understanding on the first effective date of subject agreement.

**MEMORANDUM OF UNDERSTANDING#F1
SHIFT PATIERN SIPART-TIME EMPLOYEES**

The parties agree that for the term of this agreement status quo will apply; that being the shift patterns as described in Schedule A 1.01(d)(e) and (9) will apply to part-time employees when they are scheduled into vacant shifts.

**LETTER OF INTENT
CRITICAL INCIDENT STRESS**

3-9 The Employer is committed to the continuing provision of Critical Incident Stress debriefing to employees as appropriate. CUPE Local 873 will appoint a representative to meet with representatives of the Employer to discuss the enhanced delivery of this program.

LETTER OF INTENT

RE: STANDARDS OF CARE COMMITTEE

The Employer supports the concept of Regional Standards of Care committees.

It is recognized that a Standards of Care Committee can, through professional peer review, make recommendations to the medical coordinator in respect of such matters the Committee deems appropriate to the continued provision of high standards of pre-hospital care.

