

September 11, 2004

MEMORANDUM OF AGREEMENT

BETWEEN:  
**EMERGENCY HEALTH SERVICES COMMISSION.**

(the "EHSC")

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

("APBCBU")

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

The 12<sup>th</sup> Collective Agreement between the Emergency Health Services Commission and the Ambulance Paramedics of British Columbia, CUPE Local 873 expires on March 31, 2005.

The parties recognize that the system of health service delivery in British Columbia is undergoing a significant restructuring to improve patient care services within a sustainable fiscal environment.

The parties have, and continue to discuss the changes required to improve the delivery of ambulance services in the province, and have identified a number of concepts surrounding proposed changes to the ambulance service in attempting to meet this goal.

The parties agree to a process as set forth in this Memorandum, to work towards implementation of the concepts for change in health service delivery by the British Columbia Ambulance Service (the "BCAS"). This is to be achieved through a collaborative and interest based process.

The EHSC and APBCBU agree to amend the 12<sup>th</sup> Collective Agreement to the extent necessary to fully and completely implement the principles outlined in this Memorandum of Agreement.

The Ministry and EHSC agree that the terms of Article 32.02 of the 12<sup>th</sup> Collective Agreement are applicable to both this Memorandum, and the extended 12<sup>th</sup> Collective Agreement.

## 1. Policy Issues

The Ministry of Health Services (The Ministry) and the EHSC commit to the following policy initiatives:

### 1.1. Provincial Ambulance Service

1.1.1. The Ministry and the EHSC agree to maintain the provincial structure of the ambulance service for the duration of this Memorandum.

### 1.2. Health Sector

1.2.1. The Ministry and EHSC will recommend to government that the EHSC be designated as a health sector employer under the *Public Sector Employers Act*.

1.2.2. In the event that government designates the EHSC as a health sector employer, the Ministry and EHSC will recommend to the Minister of Skills Development and Labour that he use his authority under section 19.5 of the *Health Authorities Act* to direct the Labour Relations Board to create an additional bargaining unit of paramedics, hereinafter referred to as the Ambulance Paramedics of British Columbia Bargaining Unit (APBCBU), and other employees of the EHSC.

1.2.3. Employees of the government who are members of the BCGEU currently provide administrative support services for the EHSC. In the event that the EHSC decides to directly employ administrative support service employees, APBCBU and the BCGEU will form a bargaining association for the purpose of representation of EHSC employees in any new bargaining unit created at the direction of the Minister under section 19.5 of the *Health Authorities Act*.

### 1.3. Integration of Health and Ambulance Services

1.3.1. The Ministry, the EHSC and the health authorities agree on the necessity of more effective integration of ambulance services within the overall context of health service delivery. The EHSC and APBCBU will collaborate with health authorities to maximize the integration of services provided by health authorities and the EHSC.

1.3.2. "Integration of services" includes, for example:

- the creation and deployment of critical care transport teams (CCT)
- utilization of BCAS personnel within health authority facilities
- increased scope of practice for ambulance paramedics

- assisting health authority personnel within the appropriate scope of practice.

1.3.3. The EHSC agrees to review any proposal for integration through the PJLMC 30 days prior to implementation.

1.3.4. Assignment to the available integration work will be rotated equitably among qualified eligible employees in the post where the work opportunity arises.

1.3.5. Training for integration work will be post-specific and subject to the qualifications of employees for the work opportunity in question; where qualifications are relatively equal, the senior employee will be offered the training opportunity.

1.3.6. The Employer commits \$100,000 for focused integration training.

1.3.7. An employee accepting training for integration work must be available for at least eight shifts per month.

1.3.8. Where working on an integration assignment, employees will be paid the applicable paramedic rate for a minimum of two hours.

1.3.9. Where working on an integration assignment, the work time will be blended into any ambulance calls done during the same time block.

#### 1.4. Provincial Medical Leadership Council –

1.4.1 The EHSC intends to establish a Provincial Medical Leadership Council (PMLC) consisting of 12 members as an advisory body reporting directly to the Commission.

1.4.2 Two members of the PMLC will be paramedics selected by the APBCBU.

1.4.3 If the PMLC is not established within six months of the date of signing of this Agreement, the EHSC will hold a meeting of no less than one-half day at which the APBCBU will be invited to raise its questions or concerns regarding medical and clinical issues.

1.4.4 The BCAS Management and the APBCBU differ on the merits of ALS de-pairing as a service delivery mode. If the PMLC is not operational the EHSC will, separate from the process described under 1.4.3, hold a meeting with BCAS Management and the APBCBU no later than 30 days after ratification of this Agreement to determine whether ALS de-pairing should proceed.

1.4.5 BCAS Management and the APBCBU will be bound by the EHSC decision.

1.4.6 In the event that the EHSC decides that de-pairing is a permissible service delivery mode, the APBCBU may raise concerns regarding the implementation of de-pairing with the EHSC or with the PMLC, after it has been established.

#### 1.5. Physician Assistant

1.5.1. The Ministry of Health Services will review with the EHSC, BCAS management, Health Authorities, and the APBCBU on the potential utility of physician assistants.

#### 1.6. Public Education

1.6.1. EHSC and APBCBU will work with the health authorities to develop initiatives to increase public education related to emergency medical responses (example, Public CPR)

1.6.2. The EHSC and APBCBU will jointly seek funding for these initiatives.

#### 1.7. Public Safety Occupation Designation

1.7.1. In the event the Federal Government amends the Income Tax Act during the term of this Memorandum to include ambulance paramedics as a designated Public Safety Occupation, the EHSC and APBCBU will discuss the implications.

### 2. Consultation Process

2.1. The PJLMC will be the venue for ongoing policy discussions.

2.2. The parties' respective PJLMC caucuses shall meet with each other within 30 days following the ratification of this Memorandum, and at least bi-monthly thereafter. The parties may agree to schedule meetings more frequently, as needed.

2.3. The Chair of the EHSC and the Assistant Deputy Minister, Clinical Innovation and Integration, will attend PJLMC meetings at least four times per year to discuss developments in health service delivery and other policy issues relevant to emergency health services.

2.4. The EHSC and APBCBU may invite additional representatives to participate in these ongoing policy discussions.

2.5. With the exception of the minimum number of full-time staff established by MOU #17 of the 12<sup>th</sup> Collective Agreement, MOU #17 is extinguished.

### 3. Collective Agreement Issues

#### 3.1. Term

- 3.1.1. This Memorandum of Agreement shall be in effect until March 31, 2009, and shall be subject to continuation as outlined in Article 32.02.
- 3.1.2. The 12<sup>th</sup> Collective Agreement is extended and shall expire March 31, 2009.
- 3.1.3. The terms and conditions contained in the 12<sup>th</sup> Collective Agreement continue to apply, except as modified by or as a result of implementation of this Memorandum.

#### 3.2. Wages and Benefits

- 3.2.1. During the term of this Agreement and the extended term of the collective agreement, there will be no change in wages and salaries established in the collective agreement as of March 31, 2005 except as specifically noted in this Agreement including:
- 3.2.2. The parties will meet February 1, 2008, to negotiate changes in wages and benefits to be effective April 1, 2008. In the event the parties are unable to agree they will refer it to the dispute resolution process set out in this memorandum. In resolving the dispute the arbitrator must not exceed the PSEC guidelines existing at that time.
- 3.2.3. In the event that the PSEC mandate for April 1, 2008 to March 31, 2009 is zero percent or less, this Memorandum of Agreement and the 12<sup>th</sup> Collective Agreement shall expire on March 31, 2008, subject to Article 32.02.
- 3.2.4. The EHSC agrees to continue to pay the current E.M.A. II qualified employees at the Paramedic 2 wage designation contained in the 12<sup>th</sup> Collective Agreement, inclusive of the wage increase prescribed by clause 3.2.2 above.

#### 3.3. New Classification

- 3.3.1. For the term of this Memorandum, the parties have agreed to create the new classification of Critical Care Paramedic (CCP). This classification shall include Critical Care Transport paramedics, Infant Transport Team paramedics, and Air Evacuation paramedics.
- 3.3.2. Effective the date of ratification, wages for employees qualified as Critical Care Transport, Infant Transport Teams and Air Evacuation positions will be paid a premium of \$1.50 per hour for shifts assigned in that capacity.

### 3.4. Change of Services

3.4.1. When the EHSC decides to change, add or upgrade services to a post, it will re-evaluate the use of and shift patterns applicable to all units within that post.

3.4.2. There shall be no forced relocation from a post, forced re-classification, or layoff of any full-time employees as a result of introduction of the rural deployment model or a service addition or upgrade. The employer may modify the staffing complement within the post through attrition.

### 3.5. Movement to a universal hourly rate schedule

3.5.1. The parties agree to enter into discussions at PJLMC to develop a pay structure based on integrating the various existing shift premiums into an hourly rate to be applied to all shifts and hours worked. As part of these discussions, the parties agree to include the full-time irregularly scheduled employees inclusion into the Hourly Rate Adjustment increments as part of these discussions. If unresolved, it will be referred to the dispute resolution process.

### 3.6. Selection, Recruitment and Training

3.6.1. The parties agree that an objective of this Memorandum is to promote the hiring of qualified applicants into full time vacancies including the ability to hire qualified external applicants after consideration of qualified bargaining unit candidates, as outlined in this Memorandum of Agreement.

3.6.2. Subject to clause 3.6.3 below, selection for full-time ACP/ALS vacancies will be made in the following order:

- (a) Qualified full-time bargaining unit applicants requesting a lateral transfer, in order of earliest full-time seniority date with the Employer.
- (b) Qualified part-time bargaining unit applicants, in order of earliest date of hire with the Employer.
- (c) Qualified external applicants.
- (d) At its discretion, the employer may post for ALS/ACP training positions and select candidates in accordance with Article 13.05 of the 12<sup>th</sup> Collective Agreement. The Employer is required to ensure that selected candidates are able to complete the ALS/ACP training program within 30 months of selection.

3.6.3 For every individual qualified external applicants selected under clause 3.6.2(c) above, the Employer will select and initiate training,

within 12 months from the date the external applicant starts employment, an additional number of unqualified full-time bargaining unit members for ALS/ACP training positions, as follows:

- (a) Date of ratification through March 31, 2006 – 1 position for each 1 external.
- (b) April 1, 2006 through March 31, 2007 – 1 position for each 2 external
- (c) April 1, 2007 through March 31, 2008 – 1 position for each 3 external
- (d) April 1, 2008 – 0 positions (clause 3.6.2(d) is extinguished).

3.6.4 In addition, the Employer will post ACP training positions to a total of 20 unqualified persons for Prince George, Abbotsford, Kamloops, and Vancouver commencing date of ratification through to March 31, 2006. If training capacity is not available a maximum of 6 of these positions may be deferred to March 31, 2007.

3.6.5 The parties agree to review cost reduction strategies and approaches to paramedic training at PJLMC.

3.6.6 Selection for full-time PCP/BLS vacancies will be made in the following order:

- (a) Qualified full-time bargaining unit applicants requesting a lateral transfer, in order of earliest full-time seniority date with the Employer.
- (b) Qualified part-time bargaining unit applicants, in order of earliest date of hire with the Employer.
- (c) Qualified external applicants.

3.6.7 The EHSC commits to one time funding of \$ 1.5 M for PCP training. The allocation of the available funding will be determined at PJLMC. The allocation of the PCP training positions contemplated under this clause shall be completed by May 1, 2006. If allocation is unresolved it will be referred to the dispute resolution process.

3.6.8 The EHSC will develop a system of bursaries, loans, grants or other incentives to assist employees in upgrading their qualifications in advanced programs and education. Any system of bursaries, grants, loans, or other incentives will be reviewed through the PJLMC process before implementation.

3.6.9 For the purposes of postings during the term of this memorandum, the parties agree that the term “qualified” means that an applicant has achieved certification from an accredited training agency and

holds a paramedic license to practice at the applicable level in the Province of British Columbia, at the time of application. Applicants must provide proof of these requirements to the Employer in making an application to a posting. The Employer shall provide copies of a successful applicant's paramedic license for a posting to the Union upon request.

3.6.10 For the term of this agreement, Paramedic 1 (P1) and EMA II will be considered equivalent to PCP qualification for the purpose of postings, primary operator transfers, and work allocation.

3.6.11 For full-time postings, with the exception of bargaining unit applicants who were members at the signing of this agreement, "qualified" includes the capacity to pass a fitness test.

#### 4 New Service Model

##### 4.1 Community Response Designation

4.1.1 The EHSC and APBCBU acknowledge that a provincial ambulance service should have a responsive and flexible model to meet the diverse needs for pre-hospital care and transfers of patients in different areas of the province. The parties agree to the post designations of remote, rural, urban and metropolitan communities.

4.1.2 To that end, the EHSC and APBCBU agree to implement Post Response Designations that recognize and complement the geographic and demographic differences that exist throughout the province. Such post designations shall be provided by the Employer to the Union, at the signing of this Agreement.

4.1.3 The EHSC shall inform the APBCBU through PJLMC of any changes to post designations 30 days prior to implementation.

##### 4.2 Remote Deployment

4.2.1 Primary Care Paramedic (PCP) is the minimum qualification for ambulance paramedics in remote posts, but the EHSC may employ ambulance paramedics with lesser qualifications as necessary to maintain services in the absence or unavailability of a paramedic with PCP qualifications.

4.2.2 Primary Operator staff are Part-time paramedics attached to an operator or post to access work assignments, and Full-time paramedics attached to an operator or post to access on-call or standby work assignments that are separate from their normal Full-time working assignment.



- 4.2.3 On-call work assignments (call-out) will be the method of shift coverage in Remote designated communities.
- 4.2.4 Scheduling rules and processes will be designed to meet local needs and will be managed locally by Unit Chiefs. The Unit Chiefs will be guided by the work allocation language prescribed by Schedules F3.08 through F3.12 of the 12<sup>th</sup> Collective Agreement. If it is identified by either party that work allocation procedures need to be amended for specific operators or posts, the venue to address these issues will be through Regional Joint Labour-Management Committee (RJLMC) meetings under Article 8.06. Agreements made at the RJLMC level will then need to be ratified by the PJLMC process, consistent with Article 8.06(c).
- 4.2.5 Where the principals at the RJLMC level are unable to come to an agreement on amendments to specific station or post scheduling processes, the matter is to be referred to the PJLMC process identified in this memorandum.
- 4.2.6 On-call work assignments in remote communities will be based on fair and equitable considerations within the individual operator or post.
- 4.2.7 Primary operator vacancies in Remote posts will be filled on the following basis from among those individuals who have a transfer application on file, alternating between (a) and (b):
- a) Transfers of qualified bargaining unit applicants in order of the earliest original date of hire with the Employer.
  - b) Qualified applicants from outside of the bargaining unit who reside within the normal post response area.
  - c) Where no applicants under (a) or (b) are available the Employer may hire unqualified applicants.
- 4.2.8 All primary operator employees covering on-call shifts will receive on-call shift coverage pay as prescribed by Schedule F8.03 of the Collective Agreement.
- 4.2.9 When primary operator employees respond to callout calls, they will be paid at the appropriate paramedic rate, in accordance with Article 16.04(b) or Schedule F6.01 of the 12<sup>th</sup> Collective Agreement, as applicable.

#### 4.3 Rural Deployment

- 4.3.1 The EHSC may implement the Rural deployment system on an individual rural post basis commencing 90 days after the signing and ratification of this Memorandum.
- 4.3.2 Primary Operator staff are Part-time paramedics attached to an operator or post to access work assignments, and Full-time paramedics attached to an operator or post to access on-call or standby work assignments that are separate from their normal Full-time working assignment.
- 4.3.3 This Memorandum establishes a new category of shift, a standby shift (in station), which is done by primary operator employees. Primary operator employees may be assigned to standby shifts in the station while others may be assigned to pager duty for on-call work. Except for regularly scheduled full-time shifts, the first line duty car will be staffed as a standby shift in each station. Examples are as follows:
- No scheduled full-time units – two crewmembers on dayshift Rural Standby shifts, two crewmembers on nightshift Rural Standby shifts.
  - One full-time employee working Delta, Bravo or Echo shift – partner works on Rural Standby shift basis, two crewmembers on Rural Standby shifts at night.
  - Two full-time employees working Delta, Bravo or Echo paired together, two crewmembers on Rural Standby shifts at night.
- 4.3.4 “Standby shift” means a shift for which a primary operator employee is to be scheduled to report to, and be at a station for the duration of the shift, to stand by and respond to calls or work requests.
- 4.3.5 An employee assigned to a standby shift will be paid \$10.00 per hour for time on shift in a station, increased to the appropriate paramedic rate for the duration of the call or work request during the assigned shift (dispatch time to return back at station time, subject to management oversight) with a 3 hour minimum for the call. Employees covering a standby shift, during which they perform an ambulance call or work, shall not forfeit their standby pay wages for the shift.
- 4.3.6 The 3 hour minimum payment is for responding to all calls or work that occur within the 3 hour period from the first call. Time spent on calls or work in addition to the 3 hour minimum will be paid at the appropriate paramedic rate.

- 4.3.7 Second line and subsequent response units will be staffed and remunerated as on-call coverage, in the same fashion as laid out for Remote posts above. These are not full-time designated units.
- 4.3.8 Primary Care Paramedic (PCP) is the minimum qualification for ambulance paramedics in rural posts but the EHSC may employ ambulance paramedics with lesser qualifications as necessary to maintain services in the absence or unavailability of a paramedic with PCP qualifications.
- 4.3.9 Spareboard shifts, standby shifts and on-call shifts will be scheduled on a monthly basis. The shift opportunities will be offered to primary operator employees on a fair and equitable basis. All available shifts within a station or post will be allocated in the following order:
- All full-time vacancies as regular spareboard.
  - Standby shift vacancies.
  - On-call shift vacancies.
- 4.3.10 Scheduling rules and processes will be designed to meet local needs and will be managed locally by Unit Chiefs. The Unit Chiefs will be guided by the work allocation language prescribed by Schedules F3.08 through F3.12 of the 12<sup>th</sup> Collective Agreement. If it is identified by either party that work allocation procedures need to be amended for specific operators or posts, the venue to address these issues will be through Regional Joint Labour-Management Committee (RJLMC) meetings under Article 8.06. Agreements made at the RJLMC level will then need to be ratified by the PJLMC process, consistent with Article 8.06(c).
- 4.3.11 Where the principals at the RJLMC level are unable to come to an agreement on amendments to specific station or post scheduling processes, the matter is to be referred to the PJLMC process identified in this memorandum.
- 4.3.12 Full-time regularly scheduled employees will continue to be scheduled as they were under the terms of the 12<sup>th</sup> Collective Agreement.
- 4.3.13 Primary operator vacancies in Rural posts will be filled on the following basis from among those individuals who have a transfer application on file, alternating between (a) and (b):
- a) Transfers of qualified bargaining unit applicants in order of the earliest original date of hire with the Employer.
  - b) Qualified applicants from outside of the bargaining unit who reside within the normal post response area.

- c) Where no applicants under (a) or (b) are available the Employer may hire unqualified applicants.

#### 4.4 Urban Deployment

- 4.4.1 The EHSC shall commence implementation of the Urban deployment system on an individual Urban post basis within 90 days after the signing and ratification of this Memorandum.
- 4.4.2 Primary Operator staff are Part-time paramedics attached to an operator or post to access work assignments, and Full-time paramedics attached to an operator or post to access standby work assignments that are separate from their normal Full-time working assignment.
- 4.4.3 Primary operator vacancies in Urban posts will be filled on the following basis and in the following order, from among those individuals who have a transfer application on file:
  - a) Transfers of qualified bargaining unit applicants hired prior to the signing of this agreement, in order of the earliest original date of hire with the Employer.
  - b) Qualified applicants from outside of the bargaining unit who reside within the normal post response area.
  - c) Other qualified applicants from within the bargaining unit in order of the earliest original date of hire with the Employer.
  - d) Other qualified applicants from outside of the bargaining unit.
- 4.4.4 Primary Care Paramedic (PCP) is the minimum qualification for ambulance paramedics in Urban posts, with the exception of Transfer Cars which have a minimum qualification of EMA 1, but the EHSC may employ ambulance paramedics with lesser qualifications as necessary to maintain services in the absence or unavailability of a paramedic with PCP qualifications.
- 4.4.5 The EHSC may assign primary operator employees to stand by (Rural Standby) shifts within an Urban post to augment, but not displace or replace regular full-time positions.
- 4.4.6 Subject to the amendments contained in Section 4.6 of this agreement, full-time employees will continue to be scheduled as they were under the terms of the 12<sup>th</sup> Collective Agreement.
- 4.4.7 Spareboard shifts and standby shifts will be scheduled on a monthly basis. The shift opportunities will be offered to primary operator employees on a fair and equitable basis. All available shifts within a station or post will be allocated in the following order:
  - All full-time vacancies as regular spareboard.

- Standby shift vacancies.

4.4.8 The allocation of work process for primary operator employees in Urban posts shall be consistent with the language of the 12<sup>th</sup> Collective Agreement.

4.4.9 The requirements of and payment processes for standby shifts in Urban posts shall be in accordance with Sections 4.3.4, 4.3.5 and 4.3.6 of this Agreement.

#### 4.5 Metropolitan Deployment

4.5.1. The EHSC shall commence implementation of the Metropolitan deployment system in all Metropolitan posts within 90 days after the signing and ratification of this Memorandum.

4.5.2. There shall be no standby shifts in Metropolitan posts during the term of this agreement. Call-out shifts will be phased out in Metropolitan posts within two (2) years of the signing of this agreement.

4.5.3. Subject to the amendments contained in Section 4.6 of this agreement, full-time employees will continue to be scheduled as they were under the terms of the 12<sup>th</sup> Collective Agreement.

4.5.4. Primary Care Paramedic (PCP) is the minimum qualification for ambulance paramedics in Metropolitan posts, with the exception of Transfer Cars which have a minimum qualification of EMA 1, but the EHSC may employ ambulance paramedics with lesser qualifications as necessary to maintain services in the absence or unavailability of a paramedic with PCP qualifications.

4.5.5. Part-time employees in Metropolitan posts will be scheduled consistent with the language of the 12<sup>th</sup> Collective Agreement.

4.5.6. Part Time vacancies in Metropolitan posts will be filled on the following basis and in the following order, from among those individuals who have a transfer application on file:

- a) Transfers of qualified bargaining unit applicants hired prior to the signing of this agreement, in order of the earliest original date of hire with the Employer.
- b) Qualified applicants from outside of the bargaining unit who reside within the normal post response area.
- c) Other qualified applicants from within the bargaining unit in order of the earliest original date of hire with the Employer.
- d) Other qualified applicants from outside of the bargaining unit.

#### 4.6 Irregularly-Scheduled Employees

- 4.6.1 The provisions of the 12<sup>th</sup> Collective Agreement affecting irregular employees will be continued until amended under this section.
- 4.6.2 The amendments developed under this section will not take effect until the process established under 3.5 to develop a standard hourly rate schedule has been completed.
- 4.6.3 Within 15 days of the date of signing of the tentative Memorandum of Agreement the parties will establish a subcommittee of 3 persons from EHSC and 3 persons from the APBCBU to develop improvements in the language regulating the work assignment for irregular employees.
- 4.6.4 The mandate of the subcommittee is to establish a system for utilization of irregulars that achieves the following objectives:
  - (a) maximizing the assignment of scheduled work opportunities for irregular employees considering seniority and equitability
  - (b) maximizing the employer's ability and flexibility to allocate available irregular employees to perform available work while recognizing the impact of notice of change on reasonable employee expectations.
- 4.6.5 The subcommittee will have 60 days from the date of its first meeting to make recommendations to the PJLMC.
- 4.6.6 The PJLMC will receive the recommendations from the subcommittee and will have 15 days from the date of receipt of the recommendations to accept, modify, or reject the recommendations
- 4.6.7 If the PJLMC rejects the recommendations or otherwise fails to agree on amendments to the current language respecting irregular employees, the issue will be referred to Mr. Munroe under section 6 of this agreement.
- 4.6.8 In reaching a decision respecting amendments regarding irregular employees Mr. Munroe will be guided by the mandate set out in 4.6.4.
- 4.6.9 Nothing in this section prohibits the subcommittee, the PJLMC, or Mr. Munroe, from establishing different terms for irregular employees in different geographic designations.

#### 5. Supervision

- 5.1. District Unit Chief positions shall be provincially posted as District Supervisor positions within 90 days of the signing and ratification of this Memorandum.
- 5.2. The selection process for initial District Supervisor positions and any subsequent District Supervisor vacancies shall be in accordance with Article 13.03 (a) and (b) of the 12<sup>th</sup> Collective Agreement.
- 5.3. It is agreed that all District Supervisor positions shall be bargaining unit positions.
- 5.4. The PJLMC process shall undertake a full review of the current bargaining unit supervisory structures.

## 6. Dispute Resolution Process

- 6.1. Any alleged violation of this Agreement will be discussed at PJLMC within 30 days of the party raising the allegation of a violation and if not resolved within a further 30 days will proceed to a hearing before Donald R Munroe or other mutually agreeable person.
- 6.2. Items specifically identified for dispute resolution above, and any items by mutual agreement of the parties, may be submitted to arbitrator Munroe after the consultative process has been exhausted. The arbitrator is limited to making his ruling within the context of the language of this agreement.
- 6.3. Mr. Munroe will have all of the powers of an arbitrator under the *Labour Relations Code* and can act as a mediator without loss of jurisdiction.
- 6.4. Each party will pay one half of the costs of any mediation or arbitration held under this section.

## 7. Ratification

- 7.1. The Committee for the EHSC and the Committee for APBCBU will each recommend ratification of this Memorandum. The Union will seek to have the Memorandum ratified by its members through a province wide vote. The Employer will seek to have the Memorandum ratified by EHSC.
- 7.2. If the parties are successful in ratifying this memorandum, it is understood that no further ratification is required to implement the changes established by or contemplated through the processes herein contained.

For the Union

For the Employer

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Dated this \_\_\_\_ day of \_\_\_\_\_ 2004, A.D., at Vancouver in the Province of British Columbia.