

## SETTLEMENT AGREEMENT

BETWEEN:

**BC EMERGENCY HEALTH SERVICES**

(the "Employer")

AND:

**AMBULANCE PARAMEDIC OF BC, CUPE LOCAL 873**

(the "Union")

(together the "Parties")

(Re: Medical Accommodation Process)

**WHEREAS:**

- (a) The Union filed a policy grievance on August 11, 2017 in which is raised concerns regarding the Employer's accommodation process for injured or disabled employees temporarily or permanently unable to perform their regular duties (the "Grievance");
- (b) The BCEHS (the "Employer") and APADBC (the "Union") acknowledge and accept that, pursuant to the provisions of the *Human Rights Code*, the Employer has the duty to accommodate, up to the point of undue hardship, employees who are medically unable to perform their regular duties;
- (c) The search for a reasonable accommodation involves the cooperative participation of the Employer, the Union and the employee requiring accommodation (the "Employee");
- (d) The nature and extent of the Employer's duty to accommodate must be determined and assessed on a case-by-case basis, considering the Employee's normal position and job duties, the extent of the Employee's injury or disability, and the availability of alternate work;
- (e) The Employer is committed to ensuring all work opportunities are available to employees requiring accommodation. To satisfy its duty to accommodate, the Employer's efforts to search for alternate work must be substantial and exhaustive, and will include consideration of the following:

- the possibility of modifying the Employee's existing job so that it is consistent with their restrictions and limitations;
  - the possibility of transferring the Employee temporarily or permanently to another existing or modified position;
  - the possibility of bundling a variety of tasks together to form a meaningful and useful position;
  - the possibility of transferring the Employee to a position in another bargaining unit in the BCEHS, or to a position within another bargaining unit in the Provincial Health Services Authority. These possibilities will only be considered after completion of an exhaustive search to find less drastic and less intrusive ways to accommodate the Employee in their own bargaining unit.
- (f) The Parties agree the usual selection processes under the Collective Agreement are waived for employees requiring accommodation. Provided the Employee is determined by the Employer to meet the criteria for the position, and the placement of the Employee in the position does not cause undue hardship for the Employer or the Union's members, the Employee will be placed into a position consistent with their restrictions and limitations without the requirement to participate in the normal hiring processes. Nothing in this Medical Accommodation Process precludes the Union from challenging the criteria required by the Employer for a position or its method of assessing whether an employee meets criteria imposed by the Employer for a position;
- (g) The Union has a responsibility to cooperate with the BCEHS in consultation discussions concerning reasonable accommodation alternatives and options for injured or disabled employees. The Union also has a duty to consider the impact of any accommodation options on the operations of the BCEHS and on the Collective Agreement rights of other employees. The Union has the duty to balance the interests of employees requiring medical accommodation against the interests of other bargaining-unit employees in determining whether an accommodation option unduly interferes with the rights of other members. The duty to accommodate should not substitute discrimination against other members for the discrimination suffered by an employee seeking accommodation. It is understood that a substantive departure from the normal operation and application of the terms and conditions in the collective agreement may constitute undue hardship for the purposes of the *Human Rights Code*;
- (h) The Employee has the duty to cooperate with the Employer and the Union in considering different options for accommodation and in providing the necessary supporting medical documentation. The Employee must be receptive to reasonable alternative work proposals even though the proposal might not be a perfect accommodation – a perfect solution to accommodation requests is not always

available;

- (i) The Parties agree that a delay in the processing of a request to be accommodated is to be avoided, and that the steps in this procedure should be conducted in a timely manner. For greater clarity, where "timely manner" is used in this Agreement, it means no more than one calendar week where practicable; and
- (j) It is understood that this formal process will be utilized if the accommodation is expected to exceed one calendar month following the Employer's acceptance of the medical support for the accommodation.

**NOW THEREFORE** the Parties agree the process for accommodating injured and disabled employees is as follows:

1. Employees seeking to be accommodated on the basis of a medical condition will advise Disability Management in writing.
2. The Employer will respond in a timely manner to an Employee request for accommodation or the Employer becoming aware in writing that an accommodation is requested (i.e. through WCB, STIP, etc.)—regardless of the length of the expected accommodation – the Disability Manager Advisor will send an information letter acknowledging the need for an accommodation to the Employee, the Union and the Employee's Manager and outlining the information the Employee is required to submit to support the accommodation.
3. Upon receipt of the Employee's medical information submitted in support of an accommodation, the Employer will advise the Employee as to whether the medical has been accepted or whether further medical support is required in a timely manner. In the event the medical does not support an accommodation, or the Employee has not complied with the Employer's request for supporting medical information, the Disability Manager Advisor will send a written letter outlining the deficiencies with the medical information to the Union and the Employee.
4. Once the Employer accepts that the medical information submitted sufficiently supports the Employee's need for an accommodation, the Disability Manager Advisor will send a summary of the Employee's restrictions and limitations to the Employee, the Human Resources Consultant, the Employee's Manager and the Union via email in a timely manner of the Employer's acceptance of the Employee's medical.
5. In a timely manner restrictions and limitation, and at a mutually agreeable time to the Parties following the Employer's issuance of the Employee's restrictions and limitations, the Employer will arrange an in-person meeting or teleconference with the Employee and the appropriate Union representative to discuss the Employee's accommodation

needs. At this time, the Employee will be asked, if appropriate, to provide an updated resume outlining the Employee's work history, skills and qualifications.

6. If the Employer determines the Employee can be accommodated into their current position, the Human Resources Consultant will keep the Employee and the Union representative advised on an ongoing basis of the status of accommodation. At the request of the Employee or the Union representative, further consultation meetings will be held as appropriate:
7. If the Employer determines the Employee cannot be accommodated into their current position, the accommodation request will be referred for consideration to the next Joint Occupational and Rehabilitation Committee meeting as per Article 24.09 (the "RC").
8. The RC will meet on a bi-weekly basis for the purpose of reviewing alternate employment opportunities for injured or disabled paramedics requiring accommodation. The RC will consider the Employee's restrictions and limitations, the Employee's resume, and bargaining unit Job Demands Analyses ("JDAs") and/or other information available regarding temporary or permanent positions in the bargaining unit. The RC will compile a list of all bargaining unit positions fully consistent with the Employee's restrictions and limitations including positions which could be modified to be consistent with the Employee's restrictions and limitations. These non-binding recommendations will be forwarded to the appropriate Union representative and the Human Resources Consultant (the "HRC").
9. The HRC and appropriate Union representative will use the RC's recommendations, subject to the Employee meeting the Employer's criteria for the positions, to look for permanent or temporary work from the list of positions identified as consistent with the Employee's restrictions and limitations by the RC. It is agreed that accommodation options geographically closer to the Employee's residence or current work location will be considered before accommodations requiring substantial travel or relocation for the Employee.
10. When BCEHS discounts particular accommodation options (including the Employee's failure to meet the criteria for a position), at the request of the Union representative, the Employer will advise in writing of the reasons why the options were not pursued. The Union may, in its sole discretion, file a grievance if it disagrees with the Employer's decision, and this grievance may be advanced through the expedited processes provided for in this Medical Accommodation Process Agreement under clause 11.
11. In the event a dispute arises with respect to the DTA Process Agreement, the Rehabilitation Committee's determination of appropriate work for an Employee and/or the Employer's implementation of the RC's recommendations, the dispute will be referred by the RC to the Director of Disability Management and a Union Provincial Vice President or their designates, who will attempt to settle the dispute; if the matter remains unresolved after this necessary step, either the Union or the Employer may unilaterally

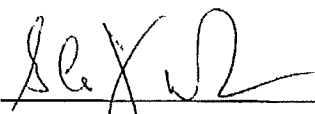
refer the dispute to expedited arbitration under Article 9.15 notwithstanding Article 9.15(a) or may refer the matter under the regular arbitration provisions contained in Article 10. Under either scenario, the Parties agree Arbitrator Chris Sullivan, or another mutually agreed arbitrator, will hear and determine the matter.

- 12. The Parties agree this Settlement Agreement—which sets out the Employer's Medical Accommodation Process—fully and finally resolves the Grievance.

IN WITNESS THEREOF the Parties have entered into this Settlement Agreement.

Dated this 27 day of July, 2018 in the City of Vancouver in the province of British Columbia.

**BC Emergency Health Services**

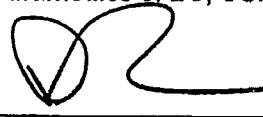
Per: 

Authorized Signatory of the Employer Signature

Glen MacInnes Director of Labour Relations  
& Disability Management

Name (Please Print)

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

Per: 

Authorized Signatory of the Employer Signature

Dave Deines, Provincial Vice President

Name (Please Print)