

SETTLEMENT AGREEMENT

BETWEEN:

AMBULANCE PARAMEDICS OF BRITISH COLUMBIA, CUPE,
LOCAL 873

UNION

AND:

EMERGENCY AND HEALTH SERVICES COMMISSION operating
as BC EMERGENCY HEALTH SERVICES

EMPLOYER

(collectively, the “Parties”)

Policy Grievance #21090013 - Post Shuffle Selection Process and Guidelines

WHEREAS:

- A. The Employer and the Union are subject to the terms of a collective agreement regarding the provision of emergency health services in British Columbia by the Employer (the “**Collective Agreement**”).
- B. The Employer employs bargaining unit employees in various positions, including, *inter alia*, drivers, dispatchers, emergency medical responders, and paramedics.
- C. On September 21, 2021, the Union filed policy grievance #21090013 (the “**Grievance**”) pursuant to the Collective Agreement alleging, *inter alia*, that:
 - a. the Employer had assigned full-time and regular part-time on-car Unit Chiefs to specific platoons and shift patterns without regard to seniority in violation of Article A1.01(c) of the Agreement and/or contrary to a right acquired by the Union pursuant to Article 30.01;
 - b. the Employer was “clustering” stations for the purpose of supervision contrary to a February 16, 2017 award of Vince Ready and Article 13.01 of the Collective Agreement;

(the “**Grievance**”).

D. Arbitrator Arne Peltz was appointed, and the hearing of the Grievance is scheduled to proceed on May 28-31, 2024.

E. The Parties wish to resolve the Grievance by entering into this Settlement Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. **Definitions.** For the purposes of this Settlement Agreement, the following definitions are adopted:
 - (a) “**Unit Chief Vacancy**” means the vacancy of an existing regular full-time (FT) or regular part-time (RPT) on-car Unit Chief position in a single station or post;
 - (b) “**Paramedic Vacancy**” means the vacancy of an existing regular full-time (FT) or regular part-time (RPT) paramedic position in a single station or post;
 - (c) “**Operational Requirement**” means a legitimate and *bona fide* operational need for an on-car Unit Chief to perform their supervisory duties on a specific platoon.

2. **On-Car Unit Chief Choice of Platoon.** The Parties agree the Employer will follow the following process in the on-car Unit Chief selection process:
 - (a) The Employer will assign successful applicants to Unit Chief Vacancy positions in accordance with the Parties’ ordinary selection processes under the Collective Agreement;
 - (b) The Employer may assign a specific platoon to a Unit Chief Vacancy only where an Operational Requirement exists;
 - (c) Where no Operational Requirement exists, the successful applicant to the Unit Chief Vacancy will be offered their choice of platoon, provided that:
 - (i) In addition to the Unit Chief Vacancy there is a Paramedic Vacancy on the requested platoon in the same station, such that no employee would be bumped by the Unit Chief obtaining their requested platoon;
 - (ii) The Unit Chief possesses the necessary qualifications to work on the requested platoon (e.g. licensing requirements) and the sufficient seniority to obtain that platoon.

3. **Retroactive Review Process.** The Parties agree to the following process to review the unit chief platoon assignments that occurred between July 1, 2021 and the date of this Settlement Agreement:
 - (a) The Employer will provide the Union with a list of all Unit Chiefs and their current platoons within 7 days of this Settlement Agreement;

- (b) Any Unit Chief that was assigned a platoon between July 1, 2021 and the date of this Settlement Agreement and who wishes to be assigned to a different platoon will advise their District Manager copied to the Union in writing no later than June 5, 2023;
 - (c) The Employer will review the platoon assignments of Unit Chiefs who wish to be assigned to a different platoon to determine whether there is an Operational Requirement for the platoon assignment. The Employer will communicate its determinations in writing to the Union by June 14, 2024;
 - (d) The Union will advise the Employer in writing of any determinations it disputes by June 21, 2024. The Parties will subsequently meet to discuss the disputed determinations and the Employer's rationale for Operational Requirement and will endeavor to resolve the disputed determinations by July 2, 2024;
 - (e) If there is no Operational Requirement for the platoon assignment, the Unit Chief will be offered their choice of platoon, provided that:
 - (i) There is a Paramedic Vacancy on the requested platoon in the same station, such that no employee would be bumped by the Unit Chief obtaining their requested platoon;
 - (ii) The Unit Chief possesses the necessary qualifications to work on the requested platoon (e.g. licensing requirements) and the sufficient seniority to obtain that platoon;
 - (f) If the Parties are unable to agree as to whether there was an Operational Requirement requiring a particular platoon assignment, the matter will be referred to arbitration on an expedited basis.
4. **Unit Chief Job Postings:** Where the Employer determines that there is an Operational Requirement to assign a platoon to a Unit Chief Vacancy, the job posting will identify the assigned platoon.
5. **No Limitation of Existing Rights.** The Parties agree that this Settlement Agreement in any way limit the Employer's management rights or its rights under the Collective Agreement, including its right to manage its operations. The Parties likewise agree that this Settlement Agreement does not limit the Union's Collective Agreement rights.
6. **Without Prejudice or Precedent.** The terms of this Settlement Agreement are without prejudice and without precedent to any future dispute between the parties.
7. **Withdrawal of Grievance.** The Union agrees to withdraw the Grievance.

8. **No Admission of Liability.** The Parties agree that this Settlement Agreement shall not be deemed or construed as an admission of liability on the part of the Employer, by whom liability is expressly denied.
9. **Interpretation.** Arbitrator Arne Peltz will be seized of any issues arising from the interpretation, application, or implementation of the Settlement Agreement.
10. **Full and Final Settlement.** The Parties agree that this Settlement Agreement represents a full and final settlement of all matters arising from the Grievance.

This Settlement Agreement is effective as of the 24st day of May, 2024.

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

Per: 

Authorized Signatory

Date: May 27, 2024

**EMERGENCY AND HEALTH SERVICES
COMMISSION operating as BC
EMERGENCY HEALTH SERVICES**

Per: 

Authorized Signatory

Date: May 27 2024