

SETTLEMENT AGREEMENT

BETWEEN:

BC EMERGENCY HEALTH SERVICES

(the "Employer")

AND:

AMBULANCE PARAMEDICS OF BC, CUPE LOCAL 873

(the "Union")

(together the "Parties")

WHEREAS:

- A. The Union has filed a policy grievance – Grievance #18010006, in relation to the posting of applicant lists;
- B. The Union is of the view that the interpretation of Clause 13.01(a)(i) and Clause E3.03 is governed by the Consent Award of Arbitrator Keras dated December 18, 2003;
- C. The Employer is of the view that the Consent Award is expressly time-limited, applied to the 12th Agreement only and no longer governs the actions of the parties. The Employer is of the view that and regardless of the foregoing, the Consent Award is contrary to the British Columbia *Freedom of Information and Protection of Privacy Act* and is therefore void; and
- D. The Employer and the Union have resolved the Grievance on the terms set out and have agreed to enter into this Settlement Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

- 1. The Parties expressly agree that this is a resolution of a disputed claim and is not to be construed nor considered as an admission of liability or wrongdoing on the part of the Employer, nor does it establish any practice or precedent in respect of any other matter other than the specific facts and issues addressed herein.
- 2. The Parties represent and warrant to each other that they are duly authorised and entitled to sign this Settlement Agreement.

3. The Employer will continue to provide the Union with the lists of applicants provided for in Clause 13.01(a)(i) and E 3.03 of the Collective Agreement between the parties, in accordance with the terms of the Collective Agreement (the "Applicant Lists").
4. The words "shall be forwarded to all stations" in Clause 13.01(a)(i) and E 3.03 of the Collective Agreement shall be interpreted as follows: The Employer will post the Applicant Lists on the intranet of the Employer. Each Applicant List shall include the following information in respect of each individual applicant: the "PHSA number" (which is the applicable employee number used in the recruitment process), seniority date, current employment status (i.e.: Full-time, Regular Part-time, On-call); and a numeric column identifying the applicant's placement on the specific Applicant List. The Applicant's name or other identifying information shall not appear on the Applicant List.
5. The Union will withdraw its grievance.
6. This Agreement constitutes full and final resolution of the grievance. This Agreement constitutes the entire agreement of the parties in respect of the matters referenced herein and supersedes and replaces any prior representation or agreement, whether oral or in writing.

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

Dated this 28th day of September, 2018 in the City of Vancouver in the province of British Columbia.

BC Emergency Health Services

Per: _____
Authorized Signatory of the Employer Signature

Jason Edgeworth
Name (Please Print)

Ambulance Paramedics of BC, CUPE Local 873

Per: _____
Authorized Signatory of the Union Signature

Jason Jackson
Name (Please Print)