

IN THE MATTER OF AN ARBITRATION

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

("BCPSEA")

AND:

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL
DISTRICT NO. 61 (GREATER VICTORIA)

(the "Employer")

AND:

GREATER VICTORIA TEACHERS' ASSOCIATION/
BRITISH COLUMBIA TEACHERS' FEDERATION

(the "Union")

Class Size and Composition – Sports Academies
BCTF Grievance Nos. 61-2018-0016 and 61-2019-0017
Local Nos. 18-GVTA-67, 19-GVTA-52 and 20-GVTA-28

The parties agree as follows

1. Grievances 61-2018-0016 and 61-2019-0017 (Local numbers 18-GVTA-67, 19-GVTA-52 and 20-GVTA-28) concerning class size and composition for Employer sports academy classes are resolved on a without prejudice and without precedent basis and without prejudice, in particular, to any party's position with respect to whether restored class size and composition language applies to sports academies.
2. No remedy is owing for the 2017-2018 and 2018-2019 school years or for semester one of the 2019-2020 school year. The Employer will provide remedy on a without prejudice basis for the second semester of the 2019-2020 school year to those academy teachers with classes with more than two students with designations, as though MOA re LOU 17 applied.
3. Sports academy administrators and teaching staff will continue the existing collaborative staffing process for the sport academies. Those discussions will address class size and composition and remedy (without prejudice to the Employer's position that the same do not apply), including, but not limited to remedy being allocated in advance and scheduled into additional bargaining unit staffing.

4. Sports academy administrators and teaching staff may have further without prejudice discussion with respect to class size and composition and remedy as necessary throughout the school year. Any remedy will be provided as though the MOA re LOU 17 applied.
5. In the event that sports academy administrators and teaching staff fail to agree about matters related to class size or composition or remedy, or the Union has concerns about these issues, the Union can file a new grievance with respect to same and the agreement to the process at paragraphs 3 and 4 above will terminate. Any such grievance will be referred expeditiously to Arbitrator Corinn Bell for mediation or arbitration.
6. Arbitrator Corinn Bell will retain jurisdiction over the interpretation and application of this agreement.
7. This agreement will remain in effect until June 30, 2022, at which time the parties may either agree to renew it, or if no such agreement is reached, the matter will be referred to Arbitrator Bell to determine the issue of the application of the collective agreement class size and composition language to the sports academies.
8. This agreement is without prejudice or precedent to the position of the local parties on any other matters and without prejudice or precedent to the position of the provincial parties in other school districts or province wide on any matters.
9. This Agreement may be executed in counterparts and may be delivered by facsimile or other means of electronic transmission, each of which will constitute an original and all of which taken together will constitute one and the same instrument.

For School District No. 61



 Signature

MARNE JENSEN

 Print Name

MARCH 10, 2020

 Date

For Greater Victoria Teachers' Association



 Signature

Winona Waldron

 Print Name

MARCH 9, 2020

 Date

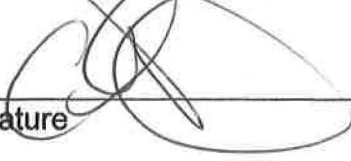
For BCPSEA


Signature

Janet Stewart
Print Name

March 11, 2020
Date

For BCTF


Signature

Clint Johnston
Print Name

March 17, 2020
Date