

SETTLEMENT AGREEMENT

BETWEEN

The Board of Education of School District No. 61 (Greater Victoria)

(the “Employer”)

AND

The Greater Victoria Teachers’ Association (the GVTA)

(the “Union”)

(collectively, the “Parties”)

Re: 21-GVTA-51 Summer School Post-and-Fill

WHEREAS:

- A. On April 30, 2021, the Union filed a Step 3 grievance regarding the alleged failure by the Employer to post and fill the Link 2021 Summer Session positions in accordance with Article E. 20 (the “Grievance”);
- B. The Employer denied that the Link Summer Session courses were “positions” it was required to post;
- C. The Grievance was referred to arbitration before Arbitrator Randy Noonan;
- D. Prior to arbitration, the Parties fully and finally resolved the Grievance and wish to memorialize the terms of that resolution in this Settlement Agreement.

NOW THEREFORE the Employer and the Union agree to resolve the Grievance fully and finally as follows:

1. The Union hereby withdraws the Grievance on a without prejudice basis.
2. Effective the 2023-2024 school year, and on a going forward basis, the Parties agree that credit courses and educational programs offered outside of the regular work year as defined under Article D.20.2 will be treated as summer school for the purpose of Article E.20.5.
3. The terms of this Settlement Agreement are entered into by the Parties on a without prejudice and without precedent basis to any other matters that current exist or may arise in the future between the Employer and the Union, including without limitation, to both parties’ positions on Article E.20.5.
4. The terms of settlement are without prejudice and without precedent in any other school district in the Province of British Columbia.
5. The terms of settlement are without prejudice and without precedent in any other matters that currently exist or may arise in the future between BCPSEA and the BCTF.
6. It is understood and agreed that there is no admission of liability by either party in this matter.
7. The Parties agree Arbitrator Noonan remains seized with respect to any disputes regarding the interpretation, application, implementation, or alleged violation of this settlement agreement.

8. This Settlement Agreement may be executed in counterparts and transmitted electronically, whether by facsimile or as attached files via email.

DATED December 16, 2022



Tanya Bellagente, Manager, Labour Relations
Board of Education of School District No. 61 (Greater Victoria)



Chris Clarke, Contract Chair
Greater Victoria Teachers' Association