

In the Matter of an Arbitration under
the *Labour Relations Code*

Between

British Columbia Public School Employers' Association / School District No. 35 (Langley)

Employer

And:

British Columbia Teachers' Federation / Langley Teachers' Association

Union

Special Education Provincial Matters Grievance

Settlement Agreement

Whereas:

- A. Following an award of Marguerite Jackson in 2019, the Employer conducted a review of students with Q category designations in the District and determined that some of those students no longer qualified to be counted for the purposes of class size and class composition requirements in the Collective Agreement as it applies to the District (the "2019 Re-characterizations").
- B. Since the 2019 Re-characterizations there have been multiple smaller re-characterizations for contractual purposes (Together with the 2019 Re-characterization, the "Re-characterizations").
- C. The Union grieved the Re-characterizations and the matter was referred to arbitration as Local Grievance 35-19-01, BCTF File # 35-2020-0003 (the "Grievance").

The Parties hereby agree to fully and finally resolve the Grievance by way of the following terms:

1. Effective as of the commencement of the 2022/2023 school year, all students in Ministry funding category Q will be included in the definition of "special needs" for the purposes of Article 82, and the calculation of remedy under *Letter of Understanding 12 Re: Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language*.

2. For the 2021/2022 school year, the Employer will, in good faith, request funding from the Classroom Enhancement Fund to provide additional remedy to teachers who would have been entitled to receive it if all Q students had been included in 2021/2022 remedy calculations. Based on prior calculations, the District estimates the additional remedy to be approximately \$900,000.00. Any monies provided as a result of this request will be paid directly to the Union, to be distributed in accordance with the Letter of Understanding Re: Leftover Remedy for the 2021/2022 school year.
3. The Employer recognizes its obligation to use best efforts to achieve compliance with Article 82 pursuant to LOU 12, and that the inclusion of all Q students may affect the construction of school organizations. In recognition of the fact that school organizations have already been built for the coming school year, the Union agrees not to file a grievance alleging that best efforts were not made to achieve compliance for the 2022/2023 school year, to the extent that such a grievance relates to the agreed-to inclusion of all Q students in the definition of special needs student.
4. The Union hereby withdraws the Grievance.
5. This agreement has been reached on a without prejudice basis, and will not be referenced in any other District or in any other proceeding, other than to enforce its terms.
6. Arbitrator Jackson shall remain seized to resolve any disputes arising from the implementation and enforcement of this Agreement.

Signed this 3 day of June, 2022.

On behalf of LTA

On behalf of BCPSEA

On behalf of BCTF