

## SETTLEMENT AGREEMENT

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
SCHOOL DISTRICT NO. 35 (LANGLEY)

("Employer")

AND:

BRITISH COLUMBIA TEACHERS' FEDERATION and  
LANGLEY TEACHERS' ASSOCIATION

("Union")

(Collectively, the "Parties")

**Grievances 35-2018-0003 (Local 35-17-10), 35-2018-006 (Local 35-17-14) and 35-2019-004 (Local 35-18-04) (the "Grievances")**

Whereas:

- A. The Union filed the Grievances alleging that the employer failed to make best efforts to meet class size and composition limits in the 2017-2018 and 2018-2019 school years.
- B. The Union referred the Grievances to arbitration.
- C. The parties met with the assistance of Arbitrator Peltz on October 6, 2022 and September 12, 2023 to attempt to resolve the Grievance on a without prejudice basis;

Now therefore the parties agree that the Grievance is resolved on the following terms:

### **Ongoing Best Efforts**

1. The Parties agree that the Grievances are resolved on the terms set out below. The Parties agree that this agreement fully resolves any issues related to the adequacy

of Parties' efforts under paragraph 14 of LOU #12 with respect to the 2017-2018 and 2018-2019 school years.

2. The Parties acknowledge that the rights and obligations of the Parties under LOU#12 persist across school years. The Employer will discharge its obligations under Paragraph 14 in respect of each school year, which requires consideration of action under every subsection of that paragraph on an annual basis.
3. Every year, the Parties will, prior to the end of June, discuss efforts that the district has made or is planning to make under paragraph 14 of LOU 12.

#### **Exchange of Information**

4. Each year, the Employer will provide the Union with the proposed organization of each elementary school and middle school, including the number of students and the distribution of students with designations covered by the collective agreement in each class at each school:
  - a. As soon as possible following the formation of preliminary school organizations in June and by no later than the first week of July; and
  - b. Prior to the end of the third week of the school year.
5. Each year, the Employer will provide the Union with the proposed organization of each secondary school, including the number of students and the distribution of students with designations covered by the collective agreement in each class at the school:
  - a. As soon as possible following the formation of the initial preliminary school organizations by no later than one week prior to Labour day;
  - b. Prior to the end of the third week of the school year; and
  - c. After the second week of Semester Two and no later than the end of the third week of Semester two.

6. Following the provision of the information set out in paragraphs 4 and 5, the Employer and the Union will discuss the organizations at a Labour/Management meeting and, if there are significant policy issues that cannot be resolved, the Union may raise these issues at a District Leadership Team liaison meeting. . It is understood that class size and composition data provided prior to September 30 will be tentative only, and subject to significant change as students move between courses, schools and districts, as additional students are designated, and as a result of other factors.
7. This agreement does not address what further information may be disclosed during the school year with respect to calculating non-compliance for the purposes of remedy.
8. The information shared pursuant to this agreement will be subject to the Parties' statutory duties with respect to the collection, use, disclosure, access, storage and disposal of personal information.
9. For the 2023/24 school year, the Employer will, in good faith, request funding from the Classroom Enhancement Fund to provide three (3) additional 1.0 FTE teachers or the equivalent of three (3) 1.0 FTE positions for the full school year, to be posted centrally. Once placed, the Employer will advise the Union of the usage of these positions, which will be focused on schools with a high proportion of special needs students.
10. In the event that any of the FTE positions provided under this agreement remain unutilized or have not been filled by the conclusion of the 2023/24 school year, the unused FTE will be carried forward to the 2024/25 school year, and if necessary, the 2025/26 school year.
11. This agreement is without prejudice to the position of any party on any other matters in this district and on any matters in other districts.

12. Arbitrator Arne Peltz retains jurisdiction over the interpretation and application of this agreement, including in the event that the District is unable to hire the required FTE within the specified timelines described in paragraphs 9 and 10 of this agreement.

13. This agreement is effective on being signed by the Parties below.

Signed by:

School District No. 35 (Langley)

Langley Teachers' Association

Edward Bradford Brien Trell  
Authorized Signatory (Print Name)

Taylor Fauteux  
Authorized Signatory (Print Name)

[Signature]  
Signature

[Signature]  
Signature

Sept 22/23 Sept 22/23  
Date

Sept 20, 2023  
Date

BC Public School  
Employers' Association

British Columbia Teachers' Federation

Brad Den Ouden  
Authorized Signatory (Print Name)

Clint Johnston  
Authorized Signatory (Print Name)

[Signature]  
Signature

[Signature]  
Signature

September 26, 2023  
Date

September 28, 2023  
Date