

Between:

British Columbia Public School Employers' Association /  
The Board of Education School District No. 73 (Kamloops/Thompson)

(the "Employer")

and:

British Columbia Teachers' Federation /  
Kamloops Thompson Teachers' Association

(the "KTTA")

## Settlement Agreement

**Whereas** the Employer in May 2010 issued a number of layoff notices to teachers pursuant to the terms of the Collective Agreement;

**And Whereas** the teachers who received layoff notices were provided with the opportunity to appeal positions held by teachers with similar qualifications but less seniority who had not received layoff notices;

**And Whereas** two teachers each appealed a position held by another teacher with similar qualifications but less seniority;

**And Whereas** both teachers were denied their appeals due to the change in the assignment for the positions for the 2010-2011 school year and their lack of qualifications for the new 2010-2011 assignments;

**And Whereas** the KTTA filed a general nature Grievance dated May 20, 2010 wherein the KTTA challenged aspects of the Layoff and Bypass Procedure for the 2010 round of postings;

**And Whereas** the BCTF has referred the Grievance to arbitration (BCTF File No. 73-2010-0005) and arbitration proceedings are scheduled for October 18, 19, and 20, 2011;

**And Whereas** the Employer and the KTTA have agreed to resolve the Grievance on the following terms and conditions:

Now Therefore the Employer and the KTTA agree as follows:

1. In the future, the Employer agrees to consider a bypass appeal by a teacher on the basis of the position in existence at the time the layoff notice is given to the teacher.
2. The Employer will schedule a meeting with the teacher who commences a bypass appeal along with a KTTA representative and the Employer must render a decision within 5 calendar days of receiving the bypass appeal.
3. If the KTTA and the teacher are dissatisfied with the Employer's decision, the KTTA may refer the bypass appeal which shall be heard and determined within 10 calendar days by an arbitrator agreed to by the KTTA and the Employer or appointed by the Labour Relations Board.
4. The Employer will pay the amount of \_\_\_\_\_ less any required statutory deductions to \_\_\_\_\_ on a without prejudice basis and without any admission of liability by the Employer.
5. The Employer and the KTTA agree that Article C.13.2 of the Collective Agreement applies to \_\_\_\_\_; for the 2010-2011 school year. \_\_\_\_\_ will be considered to be on leave of absence for one block for pension purchase and may purchase pensionable service in order to provide for a full year of pensionable credit in accordance with the *Teachers Pension Act*.
6. The Employer will pay the amount of \_\_\_\_\_ less any required statutory deductions to \_\_\_\_\_ on a without prejudice basis and without any admission of liability by the Employer.
7. \_\_\_\_\_ will be given continuing status for 0.7143 FTE for the purposes of her leave of absence from the District commencing September 29, 2011 with "return from leave" status with respect to posting in the Spring 2012, on a without prejudice basis and without any admission of liability by the Employer.
8. The KTTA withdraws the Grievance filed and the arbitration proceedings are cancelled.
9. This Settlement Agreement constitutes a full and final binding resolution of the Grievance.

