

## SETTLEMENT AGREEMENT

BETWEEN:

British Columbia Public School Employers' Association /  
Board of Education of School District No. 36 (Surrey)

(the "Employer" or "SD #36")

AND:

British Columbia Teachers' Federation /  
Surrey Teachers' Association

(the "Union")

(Collectively, the "Parties")

### FILLING SENIORITY GRIEVANCE

BCTF File Nos. 36-2019-0004 & 36-2019-0006  
Local File Nos. 17-18-041 & 17-18-049

WHEREAS:

- A. The Union filed grievances 17-18-041 & 17-18-049 in 2018. The grievances were consolidated by consent and referred to arbitration on May 28, 2019;
- B. The Parties agreed to the appointment of Elaine Doyle as single arbitrator with respect to the grievances; and
- C. The Parties wish to fully and finally resolve the grievances, without the need for arbitration by entering into this Settlement Agreement.

NOW THEREFORE the Parties agree that the grievances are resolved on the following terms:

1. The Employer will grant continuing contacts only through the post and fill and TTOC conversion processes set out in articles E.22, E.26 and E.28.3 of the collective agreement, except as otherwise agreed to between the Parties.
2. Where it is anticipated that there will be insufficient qualified internal applicants for specific types of hard to fill positions, the Employer may, with agreement from the Union, such agreement will not be unreasonably withheld:
  - (a) Post for a specific type of position noting that the specific assignment is to be determined (For example – 5 French Immersion teachers – assignment to be determined).
  - (b) Postings will be available to:
    - i. TTOCs

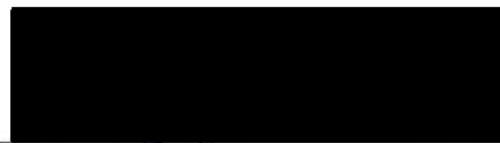
- ii. Adult Education contract teachers
  - iii. Applicants from outside of the bargaining unit
- (c) The Employer will consider applicants in the order set in E.26.7. In order to facilitate this, the Employer may issue separate postings for internal and external applicants with the posting for internal applicants closing earlier. Both parties will make reasonable efforts to notify TTOCs and Adult Education contract teachers of the postings.
- (d) Applicants hired pursuant to this agreement will not participate in that year's transfer rounds of spring staffing.
- (e) The Employer will place successful applicants in specific assignments after round 2 which includes completion of the steps set out in article E.26.5.
- (f) Successful applicants will have continuing contract status no earlier than July 1.
- (g) The Employer will provide the Union a closed report with respect to who was hired.
3. This agreement is without prejudice with respect to the position of either party on what constitutes a vacancy.
4. This Settlement Agreement is without prejudice and without precedent to the position of the Parties in this or any other School District, or to the provincial parties.
5. Paragraph 2 of the agreement is in place for the 2021-2022 and 2022-2023 school year and may be renewed with agreement by the Parties.
6. The Parties agree that Arbitrator Doyle retains jurisdiction to deal with any issues relating to the interpretation or application of this agreement.



On behalf of the Board of Education of  
School District No. No. 36 (Surrey)

November 4, 2020

Date



On behalf of the  
Surrey Teachers' Association

November 4, 2020

Date