

SETTLEMENT AGREEMENT

BETWEEN:

BRITISH COLUMBIA FAMILY MAINTENANCE AGENCY

(the “Employer”)

AND:

PROFESSIONAL EMPLOYEES’ ASSOCIATION

(the “Union”)

(together, the “Parties”)

WHEREAS

- A. On June 12, 2023, the Union filed a grievance alleging that the Employer violated Article 18.2 of the 10th collective agreement between the Employer and the Union (the “Collective Agreement”) when it applied the Employer’s travel policies to travel for professional development instead of covering all professional development related travel costs as required by Article 18.2 (the “Grievance”).
- B. The Employer’s response was that as a government entity the Employer is responsible for accounting for public funds in accordance with the *Financial Administration Act*, and therefore, must apply the travel policies to all work-related travel. The Employer also argued that the Grievance was untimely and/or the Union was estopped.
- C. The Grievance was referred to arbitration before Arbitrator Julie Nichols.
- D. The Parties wish to fully resolve the Grievance by entering into this settlement agreement (the “Agreement”).

NOW THEREFORE in consideration of the terms and conditions outlined below, and other good and valuable consideration, the value and sufficiency of which is expressly acknowledged, the Parties agree as follows:


1. The PEA will withdraw the Grievance.

2. From and including June 12, 2023, being the date of the Grievance, the Employer will apply the travel policy, as set out below, to professional development travel as set out in Article 18.2 of the Collective Agreement.
3. The Employer's Travel Policy will apply to travel for professional development purposes as follows:
 - For all travel, employees will be compensated for the most economical means of travel, except that for travel less than 160km, counsel will be permitted to take their own vehicle and will be compensated for mileage;
 - For travel in excess of 160km (80km each way) counsel will be permitted to take their own vehicle, upon request, and will be compensated with the lesser of the rental car rate or the applicable mileage;
 - The comparator rental car rate provided will be equivalent to the current cost of the most economical rental vehicle. In the winter, the rental car rate will include the cost of winter tires; and
 - The rental car rate will be reassessed at least twice per year (every 6 months) to reflect current rental rates. There will be an assessment for the spring/summer rate (i.e. April to September) and another assessment of the fall/winter rate (i.e. October to March) to account for winter tires.
4. The terms of this Agreement provide a full and final resolution of the Grievance and have been reached without any admission of liability by the Employer or the Union. This Agreement will not be referred to by either the Employer or the Union as a precedent in any of their future dealings and is without prejudice to any other dispute between the Employer and the Union which now exists, or which may arise in the future.
5. If any dispute arises between the Employer and the Union with respect to the application, interpretation or alleged violation of this Agreement, that dispute will be referred to Julie Nichols for final and binding resolution.
6. This Agreement may be signed in counterpart and an electronic or a scanned copy of a signature will be sufficient for proof of agreement.


The Parties will be deemed to have executed this Agreement on the Reference Date.

BC Family Maintenance Agency

Professional Employees' Association

Per: 

Angela Accettura, Vice President


Per: _____
Idil Farah, Labour Relations Officer