

# SETTLEMENT AGREEMENT

BETWEEN:

British Columbia Public School Employers' Association /  
Board of Education of School District No. 33 (Chilliwack)

(the "employer")

AND:

British Columbia Teachers' Federation /  
Chilliwack Teachers' Association

(the "union")

(hereafter, the "parties")

## GENERAL – CONTRACT IMPLEMENTATION

(Implementation of Restored Language – Best Efforts and Class Size and Composition)

BCTF FILE NOS. 33-2018-0019 – and – 33-2020-0002

LOCAL FILE NOS. 33-2018-33 – and – 33-2019-16

1. The parties agree that grievances 33-2018-0019 (Local 33-2018-33) and Grievance 33-2020-0002 (Local 33-2019-16) are resolved on the terms set out below. The parties agree that this agreement fully resolves any issues related to the adequacy of the employer's efforts under paragraph 22 of the MOA (Paragraph 14 of LOU #12 in the current collective agreement) that may have been raised to date in any other grievances.
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 employer will meet with the union, prior to the end of June, to discuss efforts that the employer has made or is planning to make under paragraph 14 of LOU #12.
4. Each year, the employer will provide the union with the proposed organization of each elementary 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. Prior to the end of the third week of June; and
  - b. Prior to the end of the second week of September.

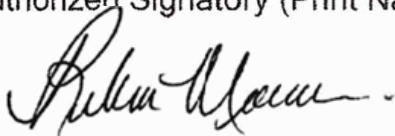
5. Each year, the employer will provide the union with information for each middle and secondary school, showing the number of students in each class at each school:
  - a. Prior to the end of the third week of June;
  - b. Prior to the end of the second week of September; and
  - c. In January for classes that start after September.
6. Following the provision of the information set out in paragraphs 4 and 5, the employer and the union will meet to discuss the organizations. 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. This agreement is without prejudice to the position of the parties on any other matters in this district and on any matters in other districts. The parties will revisit this agreement in the event class composition language is found to apply to middle and secondary schools.
9. 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.
10. Arbitrator Arne Peltz retains jurisdiction over the interpretation and application of this agreement.

BC Public School Employers' Association

BC Teachers' Federation

Rebecca Maurer

Authorized Signatory (Print Name)



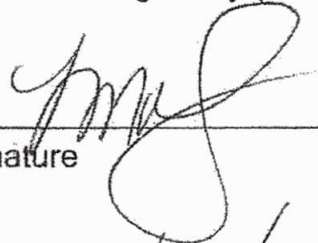
Signature

January 26, 2021

Date

Theresa Mooring

Authorized Signatory (Print Name)



Signature

12/12/2020

Date

School District No. 33 (Chilliwack)

Chilliwack Teachers' Association

Tamara Ilersich

Authorized Signatory (Print Name)

Tamara Ilersich

Signature

January 4<sup>th</sup>, 2021

Date

ED KLETTKE

Authorized Signatory (Print Name)

Ed Klettke

Signature

December 17, 2020

Date