

D. 27
D. 23
D. 4

SETTLEMENT AGREEMENT

BETWEEN:

Board of Education of School District No. 33 (Chilliwack)

(the "employer")

And

The Chilliwack Teachers' Association

(the "union")

(hereafter, the "parties")

CTA Grievance 22-04: Failure to Fill

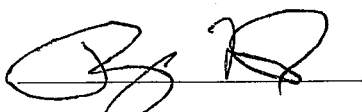
1. The parties agree that grievance 22-04, Failure to Fill; is resolved on the terms set out below. The parties agree that this agreement fully resolves any and all issues as outlined in the grievance filed on May 3, 2022 and in meetings held to discuss the issues related to Failure to Fill in the 2021-2022 school year. These meetings were held on April 28, 2022, May 3, 2022 and May 11, 2022.
2. Where a teacher has lost their preparation time because:
 - a. they have been required to cover another teacher's class due to failure to fill or
 - b. the preparation teacher has been required to cover another teacher's class due to failure to fill,

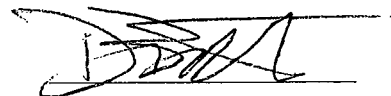
the teacher will be compensated in the following way:

- a. The Employer will continue to make best efforts between the signing of this agreement and June 17, 2022 to return that time by providing release time equivalent to the preparation time lost.
 - b. After June 17, 2022, Principals will confirm with teachers any preparation time remaining uncompensated.
 - c. Any remaining time will be paid out to affected teachers. Teachers will be paid at the 1/200th rate as outlined in Article B.31 (Payment Beyond the School Year) in the Collective Agreement.
 - i. For the purposes of this calculation the district will use 317 minutes as the length of the school day for affected elementary teachers and 342 minutes as the length of the school day for affected middle and secondary teachers.
3. The Employer and the Union will meet by the end of June 2022 and review summary data showing which teachers have preparation time still owing and are being paid out.

4. The Employer will review summary data with the Union regarding the use of non-enrolling teachers to cover unreplaced absences. This data will be broken out to show the number of minutes SERT , TL and Counsellors were used to cover unfilled absences.
5. As long as the data shows that there has not been a breach of non-enrolling ratios in any category, the parties have agreed to the following remedy:
 - a. By no later than September 28, 2022, the employer will use its best efforts to employ five (5) additional full time continuing contract TTOC employees. Two (2) of these continuing positions may, notwithstanding the priority provision of Article E.20.6, be posted and filled by external candidates. In the event the Employer is unable to fill any of these five (5) positions by October 1, 2022, the positions will be reposted as temporary vacancies for the remainder of the school year. These temporary positions will be posted as continuing positions in the Spring 2023 hiring rounds only. The understanding of the parties is that each of these positions are filled at least once as a continuing position. The parties agree that there is no ongoing obligation on the part of the District to repost them as they are vacated.
6. For the purposes of this agreement only, the parties agree that any additional release time which was provided to teachers in advance of a teacher covering a failure to fill will not be counted in the calculation of preparation time returned to the teacher. This is without prejudice to the Employer's position that release time provided in advance is preparation time and the employer reserves the right to propose this as part of any future resolutions should they be necessary.
7. This agreement has been reached on a without prejudice and precedent basis for the 2021-2022 school year and will not be referenced in any other proceeding in School District 33 or in any other school district in the province of British Columbia, other than to enforce the terms of this agreement.

Agreed to this 13th Day of May, 2022


On Behalf of the Employer


On behalf of the Union