

Dated for reference July 19, 2019

Schedule "A"

SETTLEMENT AGREEMENT

BETWEEN:

B.C. PUBLIC SCHOOL EMPLOYERS' ASSOCIATION/BOARD OF EDUCATION OF SCHOOL DISTRICT
NO. 33 (CHILLIWACK)

("BCPSEA" / the "School District")

AND:

BRITISH COLUMBIA TEACHERS' FEDERATION/CHILLIWACK TEACHERS' ASSOCIATION

(the "Union")

Re: Grievance BCTF File #33-2018-0004, Local 33-2016-19 (General Part-Time Contract
Preparation Time); Grievance 33-2019-0002, Local 33-2018-16 (General Preparation Time)
(the "Grievances")

1. The parties agree that the following principles will apply as of the date of resolution of the Grievances.
2. Preparation time will be provided based on a teacher's total assignment(s) where the assignments combined are 0.4 FTE or more in total.

3. The School District will indicate on appointment letters to teachers that if a teacher has posted into part-time assignments at more than one school totalling 0.4 FTE or more, the teacher is to contact the principal of each school so that preparation time can be scheduled accordingly.
4. Where a teacher has assignments at more than one school, the location of the preparation time will be consistent with the location of the assignment in each case. Wherever possible preparation time may be accumulated and consolidated so that it amounts to a longer block of time (for example, 40 minutes).
5. It is understood that teachers in non-enrolling assignments are expected to utilize a portion of their assignment as preparation time, in consultation with school administration.
6. It is understood that where a teacher cannot schedule preparation time within the assignment, there will be consultation between the teacher and principal to assist with creating scheduling alternatives.
7. When an assignment represents part of a position where a teacher has already been allocated preparation time (for example, if a teacher is in a temporary relief assignment for part of the school year and/or providing relief for partial leave), it is understood that preparation time will be allocated in accordance with Article D.23.3. If a teacher has received payment or allocation of more than the preparation time provided for under the Collective Agreement, the parties will consult in an effort to reach a resolution. If the parties are unable to agree, the matter will be referred to Corinn Bell as mediator/arbitrator for resolution.
8. It is understood that if preparation time cannot be scheduled within the assignment, the School District may either provide release time for banked preparation time of a 1/2 day or more, or may in its discretion pay out preparation time. It is understood that in circumstances where the total preparation time owing for the school year is not known until

the teacher has completed their assignment, then any payment of preparation time would not be made until such time as the total owing is known.

9. It is understood that in the case of disputes with regard to scheduling preparation time, the parties will consult in an effort to reach agreement. If the parties are unable to agree, the matter will be referred to Corinn Bell as mediator/arbitrator for resolution.
10. The terms of this Settlement Agreement are without prejudice and without precedent to the position of either party on any other issues in this School District or any issues in any other School Districts.
11. Corinn Bell will be seized as mediator/arbitrator to assist the parties to resolve any disputes with regard to preparation time related to this Settlement Agreement.

Dated at Chilliwack, British Columbia this 22
day of July, 2019.

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

Per: 
Authorized Signatory

Dated at Chilliwack, British Columbia this
16th day of August, 2019.

Chilliwack Teachers' Association

Per: 
Authorized Signatory

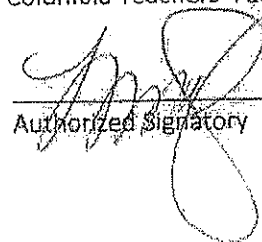
Dated at Vancouver, British Columbia this 27
day of August, 2019.

British Columbia Public School Employers' Association

Per: 
Authorized Signatory

Dated at Vancouver, British Columbia this
22 day of August, 2019.

British Columbia Teachers' Federation

Per: 
Authorized Signatory