Letter of Understanding

Between

The British Columbia Teachers' Federation

And

The British Columbia Public School Employers' Association

Mid Contract Modification

Re: Teacher Local Matters Agreement Implementation — School District No. 33 (Chilliwack) –and– 33 Chilliwack Teachers' Association

As per the Letter of Agreement re: 2025 Local Bargaining Procedure, signed by the BC Teachers' Federation and the BC Public School Employers' Association on November 22, 2023, the SD33 Local Matters Agreement, will be implemented commencing July 1, 2025 as agreed to by the local parties.

The SD33 Local Matters Agreement is attached for ease of reference.

Date: October 20, 2025

For the BCTF

2025 LOCAL MATTERS AGREEMENT

BETWEEN

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

AND

Chilliwack Teachers' Association

- 1. The parties hereby agree to amend the 2022-2025 Collective Agreement as set out below.
- 2. The amendments will be included in the 2025 202X Working Document.
- 3. The amendments are subject to ratification by the processes established by the local union/BCTF and the Board of Education/BCPSEA.

4.	These amendments will become effective (please click to check one box):
	☐ Upon completion of successful ratifications of the LMA;
	☑ July 1, 2025;
	☐ On separate implementation dates as identified in each amended article;
	☐ Upon completion of the provincial bargaining table, but no earlier than July 1, 2025. (default where agreement is not otherwise reached)

Agreed to Local Matters:

Article Number and Title	Implementation Date indicate one of: • local ratification; • July 1, 2025; or • provincial ratification
A.31 Staff Orientation (LOU)	July 1, 2025
A.37 Right to Representation *New Article	July 1, 2025
D.28 Staff Meetings	July 1, 2025
E.20 Posting and Filling Vacant Positions/Article e.28 School District Secondments *New Article	July 1, 2025
E.24 Personnel Files	July 1, 2025
F.20 Professional Development Funding and Control	July 1, 2025

5. The agreed to	amendments are	attached and	form part of	this local matters
agreement.				

Dated the 19 of February, 2025

School District No.33

(Chilliwack School District)

Chilliwack Teachers' Association

Between

Chilliwack Teachers' Association (CTA) And Board of Education of School District 33 (Chilliwack) Date: January 7, 2025 Time:

ARTICLE F.20 PROFESSIONAL DEVELOPMENT FUNDING AND CONTROL

- 1. The Board and the CTA recognize that
 - a. providing opportunities for professional development is a shared responsibility;
 - b. activities which promote and foster professional development of teachers shall be covered in this Article.
- 2. There shall be a professional development fund which is jointly administered by the Superintendent or designate and the CTA Professional Development chairperson or designate.
- 3. There shall be a Joint Professional Development Committee comprised of six (6) CTA members and three (3) representatives of the Board, chaired by a CTA member.
- 4. This Joint Committee shall administer professional development activities in the District.
- 5. This Joint Committee shall be guided by the following principles:
 - a. Teacher participation in professional development activities is voluntary, except during non-instructional days set aside for professional development.
 - b. A needs assessment is the most appropriate starting point in planning a professional development program.
 - c. Professional development programs shall include adequate resources, time and organizational support.
 - d. Opportunities for professional development shall be distributed as widely as possible.
- 6. It shall be the responsibility of the Joint Committee to allocate available funds for professional development including requests from Teachers Teaching On Call in the employ of the Board. The Committee shall establish its own guidelines in these matters.
- 7. Each school shall have a Professional Development Committee of which an Administrator is a member and which is chaired by a CTA member. Where practicable this Committee shall be elected.
- 8. The School Committee shall adhere to the principles in Article F.20.5.

- 9. The School Committee shall plan school-based professional development activities.
- 10. The Board shall contribute annually to the Professional Development Fund eighteen one hundredths percent (.18%) Category 6 Max per F.T.E. (as of September 30) as of June 30th of the previous school year and remaining balance based on the F.T.E. of November 30th, and the CTA shall contribute seven one hundredths percent (.07%) Category 6 Max per F.T.E. (as of September 30) as of January 31st as follows:
 - a. An advance of 50% of Professional Development Funds shall be sent to the CTA by October 31st each year, using F.T.E. calculated as of June 30 of the previous school year, and a report on the balance owing.
 - b. The remaining balance owing will be sent to the CTA by January 31st each year, using F.T.E. calculated as of November 30 of the current school year.

Upon request the CTA will provide financial reports to the Superintendent or designate.

- 11. The Board will annually provide six one hundredths (.06%) Category 6 Max per F.T.E. (as of September 30) to increase the Professional Development Fund to offset substitute or other professional development related costs.
- 12. The CTA recognizes that the principal has the authority to authorize teacher absence from regular duties for professional development.
- 13. Unused funds shall be carried over to the next year.
- 14. This Article shall not preclude the Board from providing curriculum implementation however, the Professional Development Fund shall not be required to finance curriculum implementation.

Signed at Chilliwack, British Columbia, this ______day of ______day

Lead Spokesperson

Chilliwack Teachers' Association, Local 33

Rachael Green Lead Spokesperson

SD33 (Chilliwack)

Between

Chilliwack Teachers' Association (CTA) And Board of Education of School District 33 (Chilliwack) Date: January 20, 2025 Time:

ARTICLE D.28

STAFF MEETINGS

- 1. The right of Administrators to schedule staff meetings as provided for in the School Act Regulations is recognized.
- 2. Such meetings shall be scheduled in the following ways:
 - a. Regular staff meetings will be scheduled in advance, on consistent days.
 - b. Additional meetings will be scheduled as needed, with advance notice where possible.
 - c. Emergency meetings due to critical incidents are not considered staff meetings
- 2. A draft agenda of items to be considered will be circulated prior to the day of staff meeting.
- 3. Staff members shall have the right to submit items for the agenda. The agenda shall provide space for other business and it shall be circulated in advance. Should the school administrations choose not to include a submitted item for the agenda the school administration will, when requested, advise the staff member(s) of the reason.
- 4. Written minutes of staff meetings shall be kept and circulated to all staff members
- 5. Such meetings should not occur during times when classes are in session.
- 6. Staff meetings shall not normally commence prior to one (1) hour before classes begin. Staff meetings will be convened as soon as practicable after dismissal of pupils and will not last longer than one and one-half (1 $\frac{1}{2}$) hours.
- 7. Staff meetings shall not occur other than during the work year.
- 8. There shall be a maximum of (12) staff meetings per year.
- 9. Part-time and itinerant teachers shall attend staff meetings whenever practicable or when the staff meeting is contiguous with the instructional assignment.

Signed at Chilliwack, British Columbia, this day of day of 2025.

Reid Clark

Lead Spokesperson

Chilliwack Teachers' Association, Local

33

Rachael Green

Lead Spokesperson

SD33 (Chilliwack)

Between

Chilliwack Teachers' Association (CTA)
And
Board of Education of School District 33 (Chilliwack)
Date: January 20, 2025
Time:

U#7 UNION RESPONSE #3 E.24

PERSONNEL FILES

- 1. There shall be only one personnel file kept at the District Office for each teacher.
- 2. Teacher personnel files shall be kept in secure storage. Confidential medical information shall be stored in a secure location separate from the personnel file. Access to the files is to be authorized to appropriate district personnel by the Superintendent or designate.
- 3. After receiving a request for an appointment during normal business hours, the Superintendent or designate shall grant access at a mutually acceptable time to any teacher wishing to see their file.
- 4. All files shall be reviewed in the presence of the Superintendent or designate. A teacher may be accompanied by an individual of the teacher's choice.
- 5. Upon agreement of the Superintendent, or designate, and the teacher, material will be removed from the teacher's file after two (2) years, provided that no further material critical of the teacher of a similar nature has been subsequently filed and at the discretion of the Board Superintendent or designate.
- 6. The Board agrees that only materials substantiated and material relevant to the employment of the teacher shall be maintained in personnel files. Copies of material critical of the teacher placed in the personnel file shall be provided to that teacher. Upon request, copies of other material will be provided to the teacher. Teachers may have the opportunity to attach a written response to any material on file.
- 7. Where adverse or critical material including, but not limited to, letters of expectation, reprimands or suspension is placed in the file, the employee may elect to have the material removed two (2) years after the filing, provided that no further material of a similar nature has been subsequently filed. Unsatisfactory formal evaluations shall be removed once a satisfactory formal evaluation is filed.
- 7. Any information that is entered in the District file, other than standard administrative documents, shall be dated and signed by both the employee and the Board official to note placement in said file. A copy of the material shall be given to the employee.
- 8. Teacher files at the school level shall be governed by the same procedure as are District files. In this case, the school Administrator will act as the Superintendent's designate. School Files shall only will only may include the following:
 - a. Growth plans and formal teacher evaluations
 - b. School classroom oOrganization and planning documents such as course outlines, schedules, overviews, and timetables
- 9. Teacher files at the school level shall be destroyed or amalgamated with District Office personnel files when the teacher leaves that school.

School Files

a. School Files shall only include the following:

a. Growth plans,

b. Course Outlines,

e. Overviews.

- b. Teacher files at the school level shall be governed by the same procedures as are District files. In this case, the school Administrator will act as the Superintendent's designate.
- c. Teacher files at the school level shall be destroyed when the teacher leaves that school.

9,2025

Reid Clark

Lead Spokesperson

Chilliwack Teachers' Association, Local 33

Rachael Green

Lead Spokesperson

SD33 (Chilliwack)

DATE February 19,2025

LETTER OF UNDERSTANDING

Between:

THE BOARD OF EDUCATION SCHOOL DISTRICT NO. 33 (CHILLIWACK)

(the "Employer")

And:

CHILLIWACK TEACHERS ASSOCIATION (CTA)

(the "Union")

Re: STAFF ORIENTATION

WHEREAS:

The Union and the Employer had discussions during the 2025 Bargaining sessions concerning Article A.31 and the mandate of the Joint Staff Orientation Committee with respect to meeting the evolving needs and standards of new teachers to the school district.

THE PARTIES AGREE TO:

Meet within sixty (60) days of ratification of the Collective Agreement in an attempt to establish terms of reference for the Joint Staff Orientation Committee, in good faith.

Lead Spokesperson - SD33

Lead Spokesperson - CTA

Reid Clark

Print Name

Print Name

Date: February 19, 2025

Proposal Package #1

This is the district's proposal package #1 and is intended to be all inclusive.

Date:			
Date.			

U#5 Employer Response #2

ARTICLE A.37 RIGHT TO REPRESENTATION (*New Article)

1. A representative of the Union will attend a meeting between a Union member and the Employer whenever the meeting is discipline related, or if the Union member or the Employer believes a representative of the Union should be present.

Time:

- 2. Should a meeting without a representative of the Union in attendance become discipline related, the Employer shall not proceed with the meeting until a representative of the Union is provided by the Union to the teacher.
- 3. A representative of the Union shall be released from teaching duties without loss of pay to attend a meeting as described in A.37.1 and A.37.2 above.

Date:			Time:	

E#1 EMPLOYER RESPONSE #2 SECONDMENTS

ARTICLE E.20 POSTING AND FILLING VACANT POSITIONS

- 1. In this Article vacancy means a newly created teaching position or an existing teaching position for which there is a continuing need to which a teacher is not assigned. All teachers in the District are eligible to apply for all vacancies except those vacancies filled by teachers on the Recall List. A teaching position filled by a temporary appointee does not become a vacancy on expiration of the temporary contract if that temporary appointee is re-engaged and assigned to that position.
- 2. The Board will undertake to make vacancies or possible vacancies known to all potential candidates through a variety of internal and external advertising. During the regular work year the Board shall post notices of vacancies as soon as they become known in all work sites where teachers are assigned and at the District Office. A copy will be forwarded to the CTA office. At times other than the regular work year, notices of vacancies will be posted in the District Office with a copy forwarded to the CTA office.
- 3. All vacancies covered by this Agreement will be posted for a period of five (5) teaching days during the work year and seven (7) days during the summer prior to the deadline for applications. For positions to be posted longer than five (5) or seven (7) days, respectively, Human Resources will meet with the Chilliwack Teachers' Association to come to agreement on the length of the posting.

Postings shall include at least

- a. identification of the work site,
- b. description of the position to be filled, including grade level(s),
- c. type of contract (continuing or temporary),
- d. effective date and, if applicable, end date, with the possibility of extension,
- e. closing date for applications.
- 4. Postings shall not include references to extra-curricular activities.
- 5. Vacancies created by Leaves of Absence including Maternity/Parental Leave shall be posted and filled by temporary appointment. On return from leave, the teacher shall be assigned to the same position held prior to taking the leave; however their assignment may not be identical to their previous assignment.

- 6. The Board shall fill a vacant position from the applicants in the priority set out below on the basis of qualifications (Article C.20.3) and ability. Where qualifications and ability are equal, length of service shall be the governing factor.
 - a. Continuing appointees transferred on the initiative of the Board under the provisions of Article E.21.
 - b. All Continuing teachers on full time or part time appointment, and those on the recall list, and Administrative Officers whose appointments as an Administrative Officer have been terminated for other than just cause and who have not otherwise been placed in a teaching position under Section 21 of the *School Act*.
 - c. Teachers who have been employed by the Board on temporary contracts in the ten (10) teaching months preceding their application and Teachers Teaching On Call.
 - d. Other applicants.
- 7. a. When a vacancy occurs for a continuing position it shall be posted as soon as it becomes known. The assignment within the position in September may not be identical to the assignment in the posted position.
 - b. When a vacancy occurs for a temporary position, it shall first be offered to teachers on recall, as per Article C.20 Layoff, Severance, Recall. If a position is not filled through that process, or there are no teachers on recall, the temporary position shall be posted.
- 8. When a vacancy has been posted and filled by a continuing teacher, but due to unforeseen circumstances the position ceases to exist before its effective starting date, the continuing teacher shall have the right to return to their previous position.
- 9. a. The successful applicant to a posted continuing position shall assume that position at the beginning of the next school year. However, if there is mutual agreement between the parties, the applicant may assume the position at an earlier date. If the successful applicant does not immediately fill the vacancy, the Board shall fill the vacancy by temporary appointment.
 - b. Applicants shall indicate on their application that they want to be considered for the continuing position and/or a temporary position.
 - c. A teacher with a continuing full-time or a continuing part-time contract may not apply for and receive a temporary appointment except as provided for in Article C.24.3 or Article E.28.
- 10. The successful applicant for the position referred to in Article E.20.6.a shall be subject to Article E.21.5 and any District Initiated Transfer.
- 11. Upon completion of the post and fill process, shortlisted applicants may request feedback.
- 12. Any verbal offer of appointment, transfer, or assignment to a temporary or continuing vacancy shall be followed by a written offer from Human Resources. Upon receipt of the written offer, the

teacher shall confirm acceptance in writing. This shall normally be done within forty-eight (48) hours of the teacher's receipt of the written offer.

ARTICLE E.28 SCHOOL DISTRICT SECONDMENTS (*New Article)

- 1. A Secondment is a temporary appointment where a teacher is assigned to a different role, often in another department or school, for a defined period. The Board may offer secondment opportunities with specific objectives aligned with organizational needs.
- 2. A teacher with a continuing full-time or a continuing part-time contract may apply for a secondment.
- 3. The Board shall administer District Secondments in accordance with the guidelines mutually determined by the Chilliwack Teachers' Association and Superintendent or Designate.

Frequently Asked Questions: School District Secondment Opportunities

1. What is a Secondment?

A Secondment is a temporary work arrangement where an employee is assigned to a different role, often in another department or school, for a defined period. Secondments are designed to achieve specific objectives aligned with district needs and can provide employees with valuable growth opportunities.

2. How are secondment opportunities offered?

The Board may post secondment opportunities as needed, detailing specific eligibility requirements and other considerations. Employees are encouraged to review the posting thoroughly to understand the terms and conditions.

3. Who is eligible to apply for a secondment?

Eligibility is determined based on the employee's current status:

- **Employees with A or B status**: Applying for a secondment will be considered as having B status. Those employees who are successful as a B applicant will retain their A status.
- **Employees with C status**: Applying for a secondment will retain their C status. By accepting this assignment, teachers will receive experience or earn seniority or aggregate months of service towards conversions to a continuing contract (B status).

4. How are the start and end dates for secondments determined?

The start and end dates of a secondment are established by the employer. These dates:

• Align with the school district's needs and the objectives of the secondment.

5. What happens if I accept a long-term secondment?

Long-term secondments have specific implications, including:

a. Duration and Consecutive Secondments:

o If an employee undertakes a secondment lasting two years and is then successfully appointed to a <u>second</u> consecutive 2 year secondment, they will be considered as having A status after being out of their original role for more than two years or more.

b. Relinquishment of Original Position:

 Accepting a second consecutive 2 year secondment means the employee will no longer retain ownership of their original position. This allows the district to make permanent staffing decisions about the employee's prior role.

6. What should I consider before accepting a secondment?

Employees should carefully consider the following:

- The growth opportunities that align with career goals, supporting meaningful professional development.
- The potential impact of relinquishing ownership of their original position (for long-term secondments).

7. Why does the organization offer secondments?

Secondments help address immediate or strategic organizational needs while fostering employee development. These opportunities:

- Provide employees with exposure to new roles and responsibilities.
- Support knowledge-sharing and skill-building within the organization.

For more details about specific secondment opportunities, employees are encouraged to consult the relevant posting or contact their HR department. These FAQs do not apply to Article A 21.2 Secondment Leave.

Signed at Chilliwack, British Columbia, this 2025.

Reid Clark
Lead Spokesperson
Chilliwack Teachers' Association, Local

Richard Teachers Association, Local

Reid Clark
Lead Spokesperson
SD33 (Chilliwack)

33