

## 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:

General – Class Size/Composition/Staffing Ratios Provincial Matters Grievance [Implementation of Restored Language – Class Size (Split Classes)]; BCTF File No. 33-2017-0001; Local File No. 33-2017-29 (the "Grievance")

WHEREAS:

- A. The Union filed the Grievance in relation to the application of Article D.1.8 of the Collective Agreement which was referred to arbitration; and,
- B. The parties have engaged in mediation on a without prejudice basis with the assistance of Corinn Bell and have reached a resolution of the Grievance.

NOW THEREFORE THE PARTIES AGREE as follows:

1. The Grievance resolutions herein 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.
2. The parties clarify that their interpretation of Article D.1.8 is as follows:
  - a. Nothing in this agreement alters the application of the decision of Arbitrator James Dorsey, dated February 15, 2000.
  - b. For the purposes of Article D.1.8, "special consideration" for split classes (defined as all classes with more than one grade, e.g. Grade 4/5) above a grade 3/4 split class (including up to Grade 7 provided those classes are included in the configuration of the elementary school) shall mean one less student than the otherwise applicable class size limit.
  - c. Where a Grade 6/7 split class is configured outside of an elementary school, "special consideration" will apply but is not limited to meaning one less student than the otherwise applicable class size limit. It may instead include more preparation time, additional learning support or non-enrolling support, or other types of assistance.
3. This resolves the Article D.1.8 issue raised in the Grievance in its entirety and any other grievance the Union may have filed on the application of D.1.8 subsequent to the Grievance – including Grievance BCTF File No. 33-2018-0003; Local File 33-2018-01. For additional clarity, all other issues arising in Grievance BCTF File No. 33-2018-0003; Local File 33-2018-01 are unaffected by the terms of this agreement.
4. The local is willing to waive any past violations of class size relating to split class numbers.
5. Corinn Bell will retain jurisdiction to resolve any issue or dispute related to the terms of settlement of the Grievances.

Dated at Chilliwack British Columbia this 15<sup>th</sup>  
day of June, 2020.

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

Per: *Samara Slusial*  
Authorized Signatory

Dated at Chilliwack, British Columbia this  
15<sup>th</sup> day of June, 2020.

Chilliwack Teachers' Association

Per: *Ed Klante*  
Authorized Signatory

Dated at Vancouver, British Columbia this 17<sup>th</sup>  
day of June, 2020.

British Columbia Public School Employers' Association

Per: *Renzo Del regno*  
Authorized Signatory

Dated at Vancouver, British Columbia this  
17<sup>th</sup> day of June, 2020.

British Columbia Teachers' Federation

Per: *[Signature]*  
Authorized Signatory  
Clint Johnston