

WITHOUT PREJUDICE AND WITHOUT PRECEDENT SETTLEMENT AGREEMENT

BETWEEN:

British Columbia Public School Employers' Association
School District No. 33 (Chilliwack)

("EMPLOYER")

AND:

British Columbia Teachers' Federation
Chilliwack Teachers' Association

("UNION")

(Collectively, the "PARTIES")

RE: Sick Leave Accumulation Grievance (Deduction of sick days on inclement weather days)
BCTF File No. 33-2020-0005; Local File No. 33-2020-01; CLASS File No. 21-33-000020

WHEREAS:

- A. The Union filed a grievance alleging that the Employer has breached the Collective Agreement including but not necessarily limited to Articles G.20 and D.22, by unilaterally deducting sick days from teachers sick leave banks (or deducting pay, where sick leave banks were exhausted) on inclement weather days (the "Grievance");
- B. The parties agreed to the appointment of Koml Kandola as Arbitrator with respect to the Grievance; and
- C. The Parties wish to fully resolve the Grievance, without the need for arbitration by entering into this ("Settlement Agreement").

NOW THEREFORE, the parties agree that the Grievance is resolved on the following terms:

1. The Employer confirms the following procedure is in effect governing the use of the PowerSchool Web Portal ("PowerSchool") and Automated Dispatch System ("ADS"):
 - a. Through PowerSchool and ADS, teachers are able to unilaterally modify or cancel reported SKPD (Sick – Daily/Appointment) absences any time up to 90 minutes prior to the scheduled start time of the shift for that day ("90 Minute Cutoff"). Should a teacher encounter a technological issue in attempting to modify or cancel their absence prior to the 90 Minute Cutoff, an email to the District Replacement Team, sent prior to the 90 Minute Cutoff, advising them of the requested modification shall be accepted in lieu.

- b. Once a teacher is within 90 minutes of the start time of the shift for which they have reported an SKPD absence, the PowerSchool and ADS systems do not allow unilateral changes by the teacher.
 - c. Where a teacher wishes to change a reported SKPD absence within 90 minutes of the scheduled start time of the shift for which they have reported an absence, including where a teacher wishes to change a reported SKPD absence after the shift has already commenced and/or concluded, the teacher must reach out to the District Replacement Team.
 - d. The District Replacement Team will only allow changes to a reported SKPD absence in the circumstances described in paragraph 1(c) in accordance with Article G.20.11. It is agreed that "Failure to follow reporting procedures may jeopardize the teacher's right to this benefit unless extreme circumstances can be shown which made reporting impossible."
2. The Employer will update the instructions for the use of PowerSchool and ADS which are available to District Employees through the SD33 Website, Teacher Resources to clearly reflect the current procedure spelled out in paragraph 1.
3. The Employer will provide an announcement to teachers informing them of the updated and clarified information contained in the PowerSchool and ADS instructions in its School District Memo (referred to as "Connect 33").
4. For the purposes of Employer initiated school closures for reasons of "inclement weather or ... Acts of God" as specified in Article D.22.4 ("Inclement Weather Days"), the Employer will pay teachers if they are ready and willing to work. Teachers are deemed ready and willing to work if they have taken reasonable steps to ensure they do not have an SKPD absence reported in the PowerSchool or ADS system for that day (this includes by cancelling or modifying a previously reported absence in accordance with paragraphs 1(a) or (d)).
5. It is understood that this Settlement Agreement does not apply to teachers on a reported SCK5 (Sick 5 or More Days) absence.
6. It is further understood that nothing in this Settlement Agreement is intended to diminish the rights of teachers who report to work, or attempt to report to work, on an Inclement Weather Day.
7. After the end of the 2021-2022 school year, this Settlement Agreement can be ended by either party giving thirty days' written notice of the intent to end it.
8. Should either party provide notice under paragraph 7, the Parties shall schedule a meeting within two weeks to discuss this.

9. The Employer shall credit [REDACTED] with one extra sick day to her sick leave bank, to be used on a going forward basis.
10. The Parties agree that nothing in this Settlement Agreement in any way changes the terms of their Collective Agreement.
11. This Settlement Agreement is without prejudice or precedent to the respective positions of the Union or the Employer on any other matter, and is without prejudice or precedent to other local parties or to the provincial parties on any matter, and shall not be relied on by any party in any other matter or process (with the exception of any proceeding regarding the application, interpretation or implementation of this Settlement Agreement).
12. The Union will withdraw the Grievance in its entirety.
13. Nothing contained in this Settlement Agreement shall be construed or considered as an admission of liability or wrongdoing on the part of the Employer.
14. This Settlement Agreement contains the entire agreement between the Parties regarding their settlement.
15. Each of the Parties represents and declares that they have read and understand this Settlement Agreement and have voluntarily signed this agreement below.
16. The Parties agree that Arbitrator Kandola retains jurisdiction to deal with any issues arising out of the application, interpretation, or implementation of this Settlement Agreement.

Signed by:

School District No. 33 (Chilliwack)

Diego Testa

Diego Testa, District Principal Human Resources
(Print Name)

[Handwritten Signature]
Signature

November 18, 2021
Date

Chilliwack Teachers' Association

Danielle Bennett

Danielle Bennett, President
(Print Name)

[Handwritten Signature]
Signature

November 23, 2021
Date