

Consent Order

Between:

Board of Education of School District #33 (Chilliwack)

(the "Employer")

And:

British Columbia Teachers' Federation/Chilliwack Teachers' Association

(the "Union")

Whereas:

- A. I was appointed to resolve a difference pursuant to a Letter of Understanding between the British Columbia Public School Employers' Association/the Board of Education of School District No. 33 (Chilliwack) (the "Employer") and the British Columbia Teachers' Federation/the Chilliwack Teachers' Association (the "Union") Re: Process for Establishing Local School Calendars (the "LOU").
- B. The LOU provides for a process whereby the parties meet every November to discuss the school calendar for each subsequent school year. The discussion identifies the parameters of the school year, and in particular whether a two-week Spring Break is contemplated. The parties meet to determine whether a local school calendar can be agreed to which is consistent with the requirements of the *School Act* and Regulations, and identifies any necessary amendments to the collective agreement.
- C. The parties were initially not able to agree on a local school calendar for the school year 2022/2023. Section 4 of the LOU sets out the process to be followed when the parties have not reached agreement:

if by December 31st of every year the parties have not reached agreement on the necessary amendments to the collective agreement in order to implement the calendar, each party will set out a proposed calendar. The difference will be resolved by Troubleshooter Elaine Doyle on the basis that she will select which model will be utilized.
- D. In accordance with the LOU, the difference between the parties was referred to me for adjudication. Following the reference, the parties were able to reach agreement on the details of the 2022/2023 calendar, and asked that their agreement be recorded in this Consent Order.

Therefore I order:

1. This Consent Order is without precedent and without prejudice to any position that the Employer or the Union may wish to take in the future with respect to similar issues or in similar circumstances, including negotiations or adjudications regarding future school calendars.
2. For the 2022/2023 school year, the local school calendar in School District #33 (Chilliwack) will

include the following:

- 2-week Spring Break;
- 1 Admin Day;
- 6 Professional Days, including a School Based Professional Day;
One of the remaining 5 professional days (excluding the provincial day), or the cumulative professional activities during the year amounting to one day must be focused on enhancing Indigenous student achievement and integrating Indigenous world views and perspectives into learning environments (as per the BC Calendar Regulations);
- 1 early dismissal after each of the two written learning updates and after the final summary of learning at the end of the year;
 - 1 of these three days will be scheduled the last day of the school year with the remaining two days to be scheduled once the reporting dates have been finalized
- 3 Days for Student Assessment/Evaluation and Parent/Teacher Consultation as per Article D 22.2c. The day will support student assessment/evaluation and parent/teacher consultation (Collective Agreement Article D.22.2.c).

3. The minutes per day of instruction for the 2022/2023 school year shall be in accordance with the following:

	2022-2023		
	2 Week SB, 9NID, 1AD		
	E	M	S
Ministry Required Hours of Instruction - (Minimum)	878	952	952
Ministry Required Minutes of Instruction - (Minimum)	52680	57120	57120
Days of Instruction	176	176	176
Req Minutes per day of Instruction (Minimum)	299.3	324.5	324.5
Round Up to the nearest ones	300	325	325
Daily Recess (15 Elementary/Middle)	15	15	
Secondary Breaks, Change Periods			15
2022-2023 Teaching Minutes Per Day (Minimum)	315	340	340
Contractual Limits Per Teaching Minutes Per Day	300	330	330
Minutes Per Day Over/Under contract (Minimum)	15	10	10

4. I retain jurisdiction over any disputes regarding the interpretation or implementation of this Consent Order.

Dated at Vancouver, January 21, 2022



Elaine Doyle

Consented to by:



Amy Gray
Employer



D. Bond
Union