

**In the Matter of an Arbitration under  
the Labour Relations Code**

Between:

British Columbia Public School Employers' Association/  
Board of Education of School District No. 33 (Chilliwack)  
(the "School District")

And:

BC Teachers' Federation/Chilliwack Teachers' Association  
(the "Union")  
  
(together, the "Parties")

**WHEREAS:**

A. The union filed a general grievance alleging that during the 2020-2021 school year, as a result of pandemic related measures, teachers did not have access to sufficient lunchroom facilities and felt compelled to provide increased supervision prior to the start of classes, during lunch and recess breaks, and after school (the "Grievance").

B. The parties agreed to the appointment of John Hall as arbitrator with respect to the Grievance.

C. The parties met on December 13, 2021 and with the assistance of arbitrator John Hall reached a mediated resolve to the Grievance.

D. The Parties wish to enter into a full and final settlement of all outstanding matters in relation to the subject matter of the Grievance;

**NOW THEREFORE**, the Parties hereby agree as follows on a without prejudice or precedent basis:

1. The Parties recognize that having classrooms open to students prior to the start of classes and during lunch and recess breaks may result in supervision issues. Such issues should be brought to the attention of school administrators. Issues may also be raised at staff committee.
2. Pursuant to article D.24, no teacher is required to perform routine supervision of students who are in their classrooms during the school's regularly scheduled noon intermission.

3. Pursuant to article D.25, there will be no increase in teachers' regularly scheduled supervision to accommodate any expansion of student access to classrooms outside of instructional time.
4. The Parties agree that the School District will distribute a communication to the School District's teachers on or before January 31, 2022 stating.

*As we approach the two-year mark of the COVID-19 pandemic, on behalf of the Chilliwack School District, I/we would like to express my gratitude to the teachers of the District for their continuous commitment to their students in such difficult circumstances. We know and appreciate that the changes that were brought about by the pandemic and the evolving public health requirements created new challenges in your work and routines. Teachers and staff created, and continue to create, a sense of normalcy for our students despite the exceptional time in which we are living. As we move into 2022, we look forward to ongoing collaboration with teachers and staff to maintain a safe and supportive working and learning environment.*

5. The Grievance is resolved.
6. The terms and conditions of this Settlement Agreement are without prejudice and without precedent in relation to any issues/matters in the School District and any other school district in the Province of British Columbia and without prejudice and without precedent to the Provincial parties on any issues/matters. The terms of this Settlement Agreement will not be referred to by the Parties in any other matter or proceeding, except to enforce the terms of this Settlement Agreement.

School District No. 33 (Chilliwack)

Chilliwack Teachers' Association

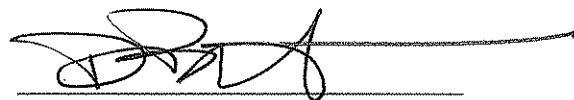
Diego Testa

Danielle Bennett

Authorized Signatory (Print Name)

Authorized Signatory (Print Name)





Signature

Signature

January 13, 2022

January 13, 2022

Date

Date