

JUN 02 2021

IN THE MATTER OF AN ARBITRATION UNDER THE *LABOUR RELATIONS CODE*

BETWEEN:

B.C. PUBLIC SCHOOL EMPLOYERS' ASSOCIATION/ THE BOARD OF EDUCATION OF SCHOOL  
DISTRICT NO. 42 (MAPLE RIDGE-PITT MEADOWS)

(the "Employer")

AND

B.C. TEACHERS' FEDERATION/ MAPLE RIDGE TEACHERS' ASSOCIATION

(the "Union")

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SETTLEMENT AGREEMENT

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WHEREAS, IN THE SPRING OF 2021, THE PARTIES ENGAGED IN SETTLEMENT DISCUSSIONS WITH THE ASSISTANCE OF ALLISON MATACHESKIE ACTING AS MEDIATOR PRIOR TO PROCEEDING TO ARBITRATION AND AGREE AS FOLLOWS:

The School Calendar Regulation (the "Regulation") requires school boards to prepare a school calendar for each school year, consult with parents and employee representatives including the Union and submit the calendar to the Ministry of Education.

The Regulation provides the minimum hours of instruction a school board must offer students in each school year.

The Collective Agreement provides that a number of non-instructional days and early dismissal days are to be scheduled or provided in each school year. The Collective Agreement also contains other provisions regarding the start and end of the school year, and the timing of holiday breaks.

The Union filed grievance #19/20-017, alleging that the Schools Calendars approved for the 2020/2021 and 2021/2022 school years contravene the Collective Agreement by ending the school year beyond the last Friday in June.

The parties have agreed to a full and final resolution of the Grievance relating to the 2020/2021 School Year in paragraphs 1-10 and 13-21 and relating to the 2021/2022 School Year in paragraphs 11-12 and on the terms set out below.

**FILE COPY**

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. This Agreement has been reached on a without prejudice basis and will not be referred to or relied on by any party, other than to enforce its terms. The agreement is without prejudice to the position of any other School District or local union.
2. In preparing and approving the school calendar, the Employer will comply with the provisions of the Collective Agreement, including hours of work, and regular work year provisions, or seek a Letter of Agreement to vary from it.
3. The parties acknowledge that full compliance with the Collective Agreement may not be possible as a result of the requirements of the School Act and related Regulations, particularly the case if the School District adopts a two week Spring Break, and in such cases the parties will endeavor to reach a mutually agreed amendment to the Collective Agreement.

**2020/2021 SCHOOL YEAR SECONDARY SCHOOLS**

4. The last scheduled day of classes is Thursday, June 24, 2021 and the School Year ends on Wednesday, June 30, 2021. Teachers are required on Friday, Monday, Tuesday to:
  - a) complete non-instructional work;
  - b) assist students in completing required coursework, as requested by the teacher;
  - c) finalize assessments and complete report cards; and
  - d) be available to respond to administrative requests to meet.
5. Teachers will be expected to be present on site at their school on Friday, June 25th. Teachers may choose to work remotely, on Monday, Tuesday, or Wednesday, (June 28 to 30) and must be available via email, phone and audio video communication unless there are required duties that cannot be completed remotely.

**2020/2021 SCHOOL YEAR ELEMENTARY SCHOOLS**

6. The last scheduled day of classes is Friday, June 25, 2021 and the School Year ends on Wednesday, June 30, 2021. Teachers are required on Monday and Tuesday to:
  - a) complete non-instructional work;
  - b) discuss report cards and/or student progress, at the request of the teacher or parent; and
  - c) be available to respond to administrative requests to meet.

7. Teachers may choose to work remotely, on Monday, Tuesday and/or Wednesday, (June 28 to 30) and must be available via email, phone and audio video communication.
8. There will be a joint Union/Employer notice sent to administrators and staff representative advising that:
  - a) the last day of instruction is Friday, June 25;
  - b) final report cards will be issued on Friday, June 25;
  - c) parents can request a meeting with the teacher via telephone call or electronically (ie. Zoom, Teams, etc.) on June 28 or 29 to ask questions or seek clarification about the report card; and
  - d) the meeting with the parent is not a Student Inclusive Conference and does not require the preparation which would normally be required for a comprehensive student inclusive conference.
9. The Employer will send a notice to parents consistent with paragraph 8 and include an explanation that June 28 and 29 are a voluntary opportunity to ask questions about the report card or their child's learning progress.

#### 2021/2022 SCHOOL YEAR

10. By the end of April 2021, the Superintendent will present proposals to the Board regarding amendments to the existing school calendar for the 2021/2022 school year. The Superintendent will consult with the Union regarding potential options. However, each option presented will include ending the school year on the last Friday in June. The Superintendent will advise the Board of the Union's position regarding the proposals.
11. The Union will consider any approved revision, and will, if the resulting calendar conflicts with the Collective Agreement, advise the Employer promptly whether the Union agrees to the amended calendar by way of a mutual letter of understanding for the 2021/2022 School Year or continue the Grievance to arbitration.

#### FUTURE SCHOOL YEARS

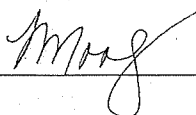
12. Commencing in the 2022/2023 school year, and in each school year thereafter, the Employer will continue to provide a copy of the draft school calendar(s) for the next school year(s) to the Union, accompanied by a full explanation of the criteria and considerations used in developing the draft, as soon as possible, and in any event no later than November 1 for the school year or years commencing the following September.

13. In the event the proposed calendar(s) conflicts with the Collective Agreement for the duration of the calendar(s), the parties will meet, prior to the end of November, to review the draft calendar(s) and engage in good faith discussions with respect to meeting the requirements of the School Calendar Regulation, the objectives of the draft calendar, and the Collective Agreement obligations.
14. Following those discussions, the Union will advise the Employer as soon as possible, and in any event, not later than the end of the first week of December, whether the Union is prepared to agree to the collective agreement amendments which would be necessitated by the proposed school calendar. If an agreement is reached, it will be recorded in a Letter of Agreement.
15. If, during the discussions set out in this agreement, the parties encounter difficulties, they may seek the assistance of the Mediator by telephone conference to attempt to resolve the issue.
16. In the event the Parties do not reach agreement to amend the collective agreement as set out in paragraph 14, the Board may implement the proposed calendar, subject to the Union's right to grieve where it violates the Collective Agreement.
17. If the school calendar and related collective agreement amendments cannot be resolved by the parties, and an adjudicated resolution is necessary, a hearing will be scheduled and concluded in accordance with Article A.9 of the collective agreement prior to the end of January. Any required decision will be provided as soon as possible, and in any event, within 45 days of the completion of the hearing.
18. Arbitrator Matesheskie will retain jurisdiction to deal with any issues arising in respect to this Settlement Agreement.
19. This Settlement Agreement continues in force with each renewal of the Collective Agreement unless either party provides written notice:
  - a) that this Settlement Agreement will terminate on expiration of the current collective agreement; and
  - b) which is delivered to the other party on or before the day that Notice to commence bargaining a renewal collective agreement is issued.

20. In the event notice to terminate this Agreement is not provided in accordance with paragraph 19, and any term of the Provincial or Local Collective Agreement affecting the school calendar, school year, hours of work is changed, the parties agree to modify this Settlement Agreement as necessary.

Agreed to this 30<sup>th</sup> day of April 2021.


BY THE BRITISH COLUMBIA TEACHERS' FEDERATION

  
\_\_\_\_\_  
(Signed)

Teri Mooring  
\_\_\_\_\_  
(Name)

President  
\_\_\_\_\_  
(Title)


BY THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

  
\_\_\_\_\_  
(Signed)

Brian Chutter  
\_\_\_\_\_  
(Name)

Managing Director, Labour Relations  
\_\_\_\_\_  
(Title)

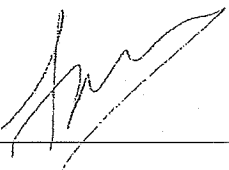
BY THE MAPLE RIDGE TEACHERS' ASSOCIATION

  
\_\_\_\_\_  
(Signed)

Trevor Takasaki  
\_\_\_\_\_  
(Name)

MRTA President  
\_\_\_\_\_  
(Title)

BY THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 42 (MAPLE RIDGE-PITT MEADOWS)

  
\_\_\_\_\_  
(Signed)

Flavia Coughlan  
\_\_\_\_\_  
(Name)

Secretary Treasurer  
\_\_\_\_\_  
(Title)