

LETTER OF AGREEMENT

Between

**Board of Education of
School District No. 36 (Surrey)**
(hereinafter referred to as the Employer)

And

Surrey Teachers' Association
(hereinafter referred to as the Association)

RE: JOB SHARES (SD#1021)

Whereas the parties have language in their collective agreement regarding job shares, but there are disputes between them about its application and in particular a disagreement about the respective rights and obligations of the parties concerning a) applications for round 1 and 2; b) dissolution; c) shape of job shares and d) multiple job shares;

And whereas a grievance was launched by [REDACTED] and [REDACTED] concerning a job share arrangement;

And whereas the parties wish to settle their disputes regarding job shares including the grievance;

The parties agree as follows:

1. The provisions of Article C.24 continue to apply;
2. Applying to Round 1 and 2 positions
 - a) A teacher who has a continuing assignment at a school can propose a job share to the principal of the school by April 1. If approved, the job share partnership can apply to positions in Round 1 or 2.
 - b) Two teachers who are simultaneously returning from leave or two term specific employees or a combination of the two can apply to the Human Resources department for a job share partnership by April 1. If approved, the partnership can apply to positions in Round 1 and 2. If they are not successful, the Human Resources department will offer them available

part-time work, and if none is available, will place them according to their FTE contract.

3. Dissolving

In cases where a job share is not renewed or is dissolved pursuant to Article C.24.3.e :

- a) If both teachers posted into a continuing assignment at the school as a job share, the most senior partner will be awarded the position. If he or she declines, the junior partner will be awarded the position.
- b) If both partners had continuing assignments at the school, upon dissolution, the most senior partner will be awarded the position. If he or she declines, the junior partner will be awarded the position.
- c) If one teacher posted successfully, and the other was brought into the job through the job share process, the teacher that was awarded the posting is awarded the position. If that teacher declines, the position will be awarded to the other partner if they:
 - i. have been working at the school for at least 1 year, and
 - ii. worked a minimum of .4 FTE in any one year or an accumulation of .6 FTE over a greater period of time;
 - iii. and have a 1.0 continuing contract.

4. Shape

- a) Jobs will be shared on a weekly or bi weekly basis where each partner works in every week.
- b) An employee who requires a leave for a portion of the year will apply for leave pursuant to article G.21.8 or G.21.2 as appropriate in lieu of article C.24. As per the leave language, if a request for leave is denied, the teacher may request written confirmation of the reason for the denial will be communicated to the affected employee.

5. Multiple Job Shares

- a) Teachers who have a job share but do not own the continuing assignment may work in more than one job share.
- b) Teachers who have the continuing assignment and subsequently choose to job share the position cannot enter into another job share. However, if any part time term specific assignments are available, the teacher who owns the assignment can apply for these assignments.

7. [REDACTED] will retain her continuing assignment at [REDACTED] Elementary.
8. [REDACTED] will be placed into a continuing assignment at an elementary school. Prior to assigning [REDACTED] to a position, H.R. will discuss the location and grade level.
9. Other
 - a) When a job share is not approved, either of the partners may ask for the reasons for the decision.
10. Upon giving 90 days notice, either party may choose to withdraw from this agreement. The termination of this agreement is without prejudice to either party's ability to rely on the facts of this grievance in a future proceeding.
11. This agreement is without prejudice and will not be used or referred to in any other forum except for the purpose of enforcing the terms and conditions of this agreement.

Dated: June 16, 2010

For the District

[REDACTED]
Human Resources

For the Association

[REDACTED]
President, STA