

CONSENT AWARD

SETTLEMENT AGREEMENT


WHEREAS a dispute has arisen between the parties over the holding of summer professional development activities


THE PARTIES AGREE

1. Consideration for holding summer professional development activities may be done in the context of:
 - (i) the date(s) that would be agreed to be taken off in lieu, either in general or specific terms, or
 - (ii) a commitment to time off in lieu, the date of which would be subsequently agreed upon, failing which the time would then be paid (article 11.22), or
 - (iii) paid time under article 11.222.
2. That if 50% plus one of the "teaching staff" do not vote in favour of a proposal for summer professional development activities as provided for in 1. above, then the professional development activities will not take place in the summer.
3. That if 75% or more of the "teaching staff" vote in favour of a proposal for summer professional development activities as provided for in 1. above, then the summer professional development activities may take place if the administrative officer continues to be in favour of the proposal.
4. Attendance at summer professional development activities is voluntary. Teachers who do not attend the summer professional development activities will attend professional development activities on non instructional days during the school year.
5. "Teaching staff" shall mean those members of the STA where there is a reasonable expectation that they will be assigned to the affected school in the school year following the proposed summer professional development activities.
6. The vote referred to in 2. and 3. above shall be by secret ballot and be conducted by an STA staff representative at a staff meeting with the administrative officer in attendance. The administrative officer will act as a scrutineer at the counting of the ballots.

7. The holding of professional development activities in the summer or the consequent lack of full staff for a non-instructional day professional development activity during the school year will not be a factor for an administrative officer to consider approvals for teachers-on-call under article 9.40 unless the T.O.C. attended a summer professional development activity with pay or paid time off in lieu.
8. An administrative officer may not proceed with summer professional development activities notwithstanding the results of a vote by teaching staff or a decision under 11. below.
9. This agreement is made without prejudice to any interpretation of articles 11.20 and 12.20 of the collective agreement for any other purpose.
10. The administrative officer will notify the staff at least one week in advance of a meeting at which the issue will be discussed and voted upon.
11. That if more than 50% plus one of the "teaching staff" but less than 75% of the "teaching staff" vote in favour of a proposal for summer professional development activities as provided for in 1. above, then any dispute over the proposal may be referred by either party to arbitrator, Colin Taylor, Q.C. or in the case of his lack of availability to another arbitrator agreed to by the parties, for a binding resolution on an expedited basis.
12. It is agreed that summer professional development proposals being reviewed pursuant to 11. above, should include the need for support by an appropriate core of the "teaching staff" from the affected school, absent which the proposal should not be awarded by the arbitrator.

Date this 28th day of April, 1995.


For School District No. 36 (Surrey)


For the Surrey Teachers' Assn.


Arbitrator