

RESOLUTION OF PAYROLL ISSUES

between

SCHOOL DISTRICT NO. 36 (SURREY)

and

SURREY TEACHERS' ASSOCIATION

The following is not intended to change the existing contract, but rather to clarify procedures to be followed. It is hoped that by consolidating all of the items into one document, the simplicity and clarity will assist everyone.

The following applies to existing and future schedules until this issue becomes part of the Provincial collective agreement.

1. A TOC who works part of both a morning and an afternoon will receive 100% payment;
2. The minimum TOC payment for working any part of a morning will be 60% with the exception of kindergarten assignments;
3. The minimum TOC payment for working any part of an afternoon will be 50%;
4. The TOC payment for any part of either a morning or an afternoon kindergarten assignment will be 50%;
5. (a) Part-time teachers who work as TOC's will receive payment as outlined in 1 through 4 above for the work they perform as TOC's;
- (b) Kindergarten teachers who work 0.5 in a morning assignment and then also work as a TOC part of a morning and an afternoon will receive 60% TOC payment.
6. TOC's will receive the prep time that the teacher they are replacing would normally have received on that day;
7. TOC's will be assigned work normally performed by a teacher at the school (i.e. making up lost prep time in accordance with article 25.63 of the collective agreement, or leadership time) during any unassigned time during the day (morning and/or afternoon) other than prep time associated with the assignment.

8. (a) When a TOC receives a contract retroactive to the date on which the TOC commenced the assignment (article 29.42), pay will not be retroactively adjusted up or down for the 75 days worked as a TOC. The contract rate of pay will be effective on the 76th day although the contract date will be retroactive to the first day of the assignment.
- (b) In semestered schools, TOCs receiving a 100% contract as per article 29.40 will have their pay adjusted to 114% for each of the 75 days where the assignment of the teacher that the TOC was replacing was 4/4 blocks.

Should a question arise, the parties agree to review the situation to ensure compliance with the collective agreement.

9. When a TOC position is posted, the TOC payment rules apply until a contract is awarded.

10. Special Circumstances


- (a) TOC's who work at Johnston Heights will receive 50% payment for any portion of a morning assignment, and 50% payment for any portion of an afternoon assignment;
- (b) Pending the outcome of a resolution regarding the lunch hour and without prejudice to either party, the minimum TOC payment for a morning only assignment at Princess Margaret will be 75%, while the afternoon only assignment payment will be 50% until 1997-06-30.
- (c) (i) TOC's working full day assignments on Monday, Tuesday, Thursday and Friday at Henry Bose will receive 110% payment while payment for an assignment on Wednesday will be 60%;
- (ii) #2 and #3 above will apply for part day assignments;
- (iii) When recording the absences of contract teachers working at Henry Bose, Mondays, Tuesday, Thursdays and Fridays will be shown as 110% while Wednesdays will be shown as 60%.
- (d) Payment for TOC's working at Work and Learn Centres will be covered by the Bowman/Thwaites 1990-04-16 memo as follows:


"The resolutions contained in this memorandum apply only to substitute teachers employed in the district's Work and Learn program.

It was agreed that:

Teachers may instruct 5.5 hours per day and will be paid for all time worked by substitute teachers employed in the Work & Learn program in excess of 5.5 hours per day (e.g. 6 hours - 1 day plus 1/2 hours and that for payroll purposes this would equate to 1.1 days."

Signed this 17 day of June, 1997

  
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For the Board

  
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For the Association

GW/bp:979