

MEMORANDUM OF AGREEMENT

Between

**BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 36 (SURREY)**
(Hereinafter referred to as the Board)

And

SURREY TEACHERS' ASSOCIATION
(Hereinafter referred to as the Association)

**RE: ALTERNATE/LOCAL SCHOOL
CALENDAR FOR 2010/11 SCHOOL YEAR**

Whereas the Board gave notice on April 20, 2010, to the Association of a proposed alternate/local school calendar for the 2010/11 school year;

Whereas representatives of the Board and the Association have met to negotiate, without prejudice, modifications to the collective agreement insofar as it relates to the collective agreement for the 2010/11 school year only;

Whereas the representatives of the parties have agreed that this agreement will comprise a full resolution of all school calendar issues between them or the 2010/11 school year; and

Whereas the parties understand that this agreement is subject to the Board approving the alternate/local school calendar on May 20, 2010;

NOW THEREFORE:

It is agreed that:

1. The daily, and parts of a day, rates of pay for teachers-on-call will remain unchanged from current practice except for rate increases specifically provided for in the collective agreement.
2. During the term of this agreement, experience for a month for a TOC shall be calculated at 5.147% (versus 5%) of work paid pursuant to Article B.2.6.b

At the end of the 2010/11 school year, TOCs will be credited with an additional one-half (1/2 day of seniority for every seventeen (17) days of work paid pursuant to Article B.2.6.b.

3. Article A.20.6, Term Specific Assignment, seventy-five (75) will be replaced with seventy-two (72) days.
4. Article B.2.15, Teachers-on-Call Benefits, twenty (20) working days shall be replaced by nineteen (19) working days.
5. Elementary and Secondary teachers will continue to receive preparation time consistent with the Collective Agreement.
6. Article E.22.4.a and b, Conversion of teachers-on-call, seventy-five (75) days shall be replaced with seventy-two (72).
7. Article B.2.10, Continuous Assignment, service shall not be considered to be broken by a board mandated school closure day.
8. In addition to term-specific assignments being awarded as outlined in Article 2.63, term assignments will also be awarded if:
 - a. A vacancy is filled for a leave of absence or indeterminate medical leave where the filling of the vacancy bridges Spring Break and is of seventy-two (72) or more days duration.
9. The Board confirms that the FTE entitlements provided to schools so that teachers receive preparation time will not be reduced because of the introduction of the 2010/11 alternate/local school calendar.
10. The parties agree they will meet to discuss how the available work for TOC's is allocated, the number of TOC's employed by the Board, and TOC commitments to work. The parties will explore improvements that are mutually agreed upon.
11. It is recognized that the Board must comply with pension reporting rules. In the event that the reporting of pension due to the alternate/local school calendar is considered by either party as being unfair, the parties will then meet to discuss the matter. Representations will subsequently be made to the pension authorities as agreed upon by the parties.
12. This agreement is conditional upon the Board approving the 2010/11 alternate/local school calendar, with or without changes to the dates designated as non instructional days, and is solely due to its implementation. The alternate/local school calendar arises from legislative change due to the School Calendar Regulation. It is explicitly agreed that this agreement is not a comment on what should, or should not, otherwise be in the collective agreement. This agreement will not be represented in any different fashion nor will it be relied upon by either

party in any other forum except for the enforcement of this agreement. Both parties maintain, without limitation and prejudice, their views as to what the legislative change provisions in the collective agreement require.

13. If the Board approves the 2010/11 alternate/local school calendar, this Agreement will be in effect from July 1, 2010 until June 30, 2011.

Vancouver JP
Dated in Surrey this *19th* day of May, 2010.

Denise Moffatt, President
For the Surrey Teachers' Association

Loris Pante, Director, HR
For the Board of Education of School District No. 36 (Surrey)

14. The school staff committee will be *JP* consulted and may provide recommendations *JP* regarding amendments to the 2010/11 timetable due to the alternate calendar.
15. Article B.2.10, (Continuous Assignment) *JP* service shall not be considered to be *JP* broken by a leave of absence of up to one (1) day for union business.