

## LETTER OF AGREEMENT

Between

SCHOOL DISTRICT NO. 36 (SURREY) ("The Employer")

And SURREY TEACHERS' ASSOCIATION (The "Union," or the "STA")

Grievance Resolution on Secondary Preparation Time;

Secondary Teachers working 114%

WHEREAS:

The parties wish to resolve the grievances filed by the Union in relation to full time secondary school teachers not receiving a preparation block in the second semester,

AND WHEREAS:

There are exceptional circumstances where teachers may be requested to teach 8 out of 8 blocks (a "114% Assignment"),

THE UNION AND THE EMPLOYER (COLLECTIVELY REFERRED TO AS THE "PARTIES") AGREE AS FOLLOWS:

The Assignment of Preparation Time for Secondary Teachers

1. Except as provided in the Collective Agreement and in this Agreement, it is recognized that full time secondary teachers are entitled to their preparation time averaged over the course of each school year and, accordingly, the Employer will not arrange teaching assignments in which teachers forgo their preparation time and receive 114% pay (a "114% Assignment").

Unfilled extra blocks due to Partial Leaves of Absence / Increase in Staffing / Vacancies not filled after 3 Postings

2. Where there are blocks that are unfilled due to partial leaves of absence, increase in staffing, or vacancies not filled after three postings, the following applies:

a. The Employer may offer to assign a full time secondary teacher to a 114% Assignment only where all reasonable efforts have been made to assign the unfilled block to another

teacher(s) who is qualified and able to teach the unfilled block without forgoing preparation time.

- b. "All reasonable efforts" for the purpose of paragraph 2 are as follows:
  - i. Offering the unfilled block to a qualified part-time teacher at the school in accordance with Article E.27.4;
  - ii. Where practicable, reorganizing the assignments of qualified teachers teaching at the school;
  - iii. Where there are additional unfilled blocks at the school, the blocks shall be posted together, where practical, so as to make the assignment more attractive to potential applicants. The postings shall be published in the District Staff Bulletin and externally.
- c. The Principal will advise the STA Representative at the school of the efforts which have been made by the Employer to assign the unfilled block.
- d. Where the unfilled block remains unassigned, the Principal will notify the teaching staff at the school by email of the block. The notice will advise qualified teachers of the opportunity to be considered for the 114% Assignment. The STA President will be copied on the email notice.
- e. The teacher will be selected for the 114% Assignment in accordance with Article E.28.6.c of the Collective Agreement.

Unfilled blocks where course requires special qualifications

- 3. The Employer may, after meaningful consultation with the STA, assign a full time secondary teacher a 114% Assignment in unique circumstances such as:
  - i. Where special qualifications or experience are required to teach the block and there is no other qualified teacher available (i.e. trades courses such as Automotive Coop, Chef Training); and
  - ii. Where a teacher works in two different schools in each semester and the position is four teaching blocks in each semester (e.g. FRIM teachers from Sullivan Heights and Panorama Ridge).

General

- 4. A full time secondary teacher who teaches an extra block and foregoes preparation time will be paid 114% for the teaching assignment, with the additional 14% of their annual salary

being paid commencing in the second semester and retroactive to September 1st or the appropriate start date (if later than September 1st).

5. Teachers are not obligated to teach a 114% Assignment and teachers will not be assigned a 114% Assignment without their express agreement. The Principal will notify the STA Representative at the school of any such assignments and Human Resources will advise the STA.

6. This agreement does not affect the interpretation or operation of Article D.4.6 of the Collective Agreement.

7. Any dispute concerning the interpretation, application or alleged violation of this Agreement is subject to the grievance procedure set out in Article A.6 of the Collective Agreement.

8. . This Agreement is without prejudice and without precedent (except as to the application of its terms) and, in particular, will not be referred to or relied upon by either party in the Union's Access to Information Grievance or in any other interpretive issue, grievance, or collective bargaining in the future.

9. . This Agreement will come into effect on September 19, 2014 and will continue for the duration of the term of the Collective Agreement. It will then be reviewed by the Parties and either continued for an agreed period or terminated upon 6 months notice. In the latter case, either Party may return the matter to arbitration.

Dated this 1<sup>st</sup> day of December, 2014

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Sue Heuman  
Grievance Officer  
Surrey Teachers' Association

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Loris Pante  
Executive Director Human Resource  
School District No. 36 (Surrey)