

## **ARTICLE E. 21 PROTOCOL AGREEMENT**

Between:

**THE BOARD OF SCHOOL TRUSTEES IN SCHOOL DISTRICT NO. 36**, (the "Employer")

And:

**SURREY TEACHERS' ASSOCIATION**, (the "Union")

Without prejudice to their respective positions as to the interpretation or operation of Articles E.21 and E.28, and

In a mutual effort to ensure that the business of the Job Description Committee is conducted in an efficient and expeditious manner;

The Parties agree as follows:

### **Part I - Administration of E.21**

1. The Union will withdraw grievance No. 121-13-012;
2. On or before the end of September of each school year, the Employer and the Union will:
  - a. each designate a Committee Designate, which person shall be the primary contact for that party, to the Committee.
  - b. Each designate 2 other Committee members who may vary from time to time, depending on the program or job description being developed and reviewed.
3. When Human Resources is instructed to develop a new program/job description, or review a job description for an existing program, the Employer Designate will advise the STA Committee Designate as soon as reasonably possible, and the Employer Designate shall provide a thumbnail sketch of the new program / job description or amendments required.

### **Part II - Committee Meetings**

4. The parties agree that the time and place of meetings will be set periodically at mutually agreeable times, places and dates, subject to the expedited requirements.
5. Primary responsibility for meeting notification shall fall to the Committee Designate for the Employer ("Employer Designate") and the Committee Designate for the Union ("Union Designate").

6. By mutual agreement the Committee may decide to meet in person or by conference call or such other means as may be agreed.
7. The Employer Designate and the Union Designate may conduct the business of a Committee meeting themselves or with such other Committee members that each may deem necessary.
8. After consultation with the Union Designate, the Employer Designate shall send a notice of meeting to the Members of the Committee.
9. Unless the program or job description is expedited, a program or job description will be finalized in no more than 4 weeks from the first meeting of the Committee, unless the parties mutually agree to the extend the time required.

### **Part III - Expedited Committee Meetings**

10. In circumstances when Human Resources is given instruction referred to in paragraph 3 above, in response to a time limited opportunity or need for development of a program or job description, that cannot be developed and reviewed in the non-expedited process, then, program or job descriptions will be developed according to the following:
  - a) The Employer Designate shall notify the STA Designate as per paragraph 3 above; and
  - b) The Committee process as outlined above will be undertaken in 2 weeks, instead of 4 weeks, and

The Employer acknowledges that the circumstances which may require the use of this expedited process are infrequent.

11. Positions requiring job descriptions that are created under the expedited process, and posted after January 15, will be posted as term positions until June 30 of the current school year and in Round 3 for the subsequent school year, to allow teachers to request review of their qualifications under E.28.1.d. For subsequent years the normal posting process applies.

### **Part IV - Dispute Resolution**

12. In the event that the Committee is unable to reach agreement about the content of a program or job description, the dispute shall be resolved in one of the following ways set out below:
  - (i) if the dispute arises from a process issue covered by the content of this Agreement, the dispute shall be referred to Mark Brown as mediator/arbitrator as set out below.

- (ii) By mutual agreement, the parties may refer any disputed substantive issue or issues to the expedited process set out below.
- (iii) In the absence of agreement to the expedited process below, any disputed substantive issue or issues may be referred by either party to an arbitrator named herein who shall exercise jurisdiction as a arbitrator under Article A.6.6 of the collective agreement.

Expedited Mediation/Arbitration under i) and ii) above, are without prejudice.

Expedited Process:

13. The dispute shall be referred to the first available mediator/arbitrator from the following list:

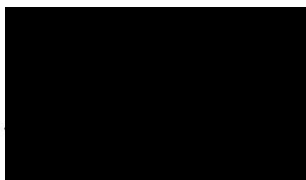


14. Within 5 days of appointment the expedited mediator/arbitrator shall convene a conference call with the parties.
15. Depending on particulars communicated during the conference call the expedited mediator/arbitrator will direct the parties to deliver such material as deemed appropriate by the mediator/arbitrator – including written submissions and/or testimony as s/he deems necessary.
16. If the expedited mediator/arbitrator considers an oral hearing is required, the expedited arbitrator will schedule it within 5 days, and the hearing will be completed within 3 hours.
17. The expedited mediator/arbitrator shall issue a decision within 5 days of receiving all information or testimony required to make a decision.
18. The parties agree that legal counsel will not be involved in the conference call or oral hearing with the expedited mediator/arbitrator.
19. This Agreement will expire on June 30, 2015 unless otherwise agreed by the parties.
20. In this Agreement, “job description” means program or job description as the case may be.

Dated at Vancouver this 24<sup>th</sup> day of February, 2014.

ACCEPTED AND AGREED TO:

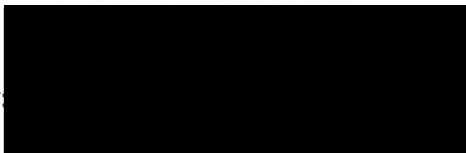
By:



For the Union

ACCEPTED AND AGREED TO:

By:



For the Employer