In the Matter of an Arbitration under the *Labour Relations Code*

Between

British Columbia Public School Employers' Association / School District 36 (Surrey)

Employer

And:

British Columbia Teachers' Federation / Surrey Teachers' Association ("STA")

Union

Section 88 – Case No. 71447/17L

Failure to Fill Provincial Matters Grievance

SURREY SETTLEMENT AGREEMENT

A. The Union filed the Provincial Failure to Fill grievance in 2017, which included allegations that the Surrey School District (the "District" or the "Employer") failed to meet its non-enrolling staffing ratios for Teacher Librarians, Counsellors and SERT/LAT/ELL teachers (the "Ratios") by both failing to replace absent non-enrolling teachers and by using non-enrolling teachers to replace absent classroom teachers when no TTOC was available (the "2017 Failure to Fill Grievance").

B. The Union filed the following grievances in the District with respect to various issues related to staffing non-enrolling teachers and failure to fill teacher absences:
   a. 16-17-027 (SERT)
   b. 17-18-008 (IST caseloads)
   c. 17-18-011 (Special Education classes)
   d. 17-18-013 (Non-enrolling teachers used to cover failures to fill)
   e. 17-18-015 (Caseloads and student-teacher ratios)
   f. 17-18-017 ("Focus" IST)
   g. 18-19-007 (Low Incidence audit)
   h. 18-19-010 (Non-enrolling teachers teaching enrolling classes)
   i. 19-20-015 (Failure to fill)

   (Together with the 2017 Failure to Fill Grievance, the "Grievances")

Now therefore the Parties agree to fully and finally resolve the Grievances and resolve all non-enrolling staffing ratio and failure to fill issues in the District for the 2017-2018, 2018-2019, 2019-2020 and 2020-2021 School Years, on the following terms:

Absent Teacher Coverage

1. Unless specifically noted, the term "non-enrolling" teacher in this agreement refers only to teachers in non-enrolling positions that count toward fulfillment of the Ratios.

2. Nothing in this agreement is intended to alter or amend the provisions of LOU#12, including paragraph 4(e).

3. The District will use the following priority scheme in reassigning staff to cover for absent enrolling teachers whose replacement is necessary (where no TTOC is available):

a. Extending working day for part-time teachers or TTOCs who agree to the increase, subject to Article D.22 of the Collective Agreement;

b. Reassignment of one or more TTOCs dispatched to the school;

c. Secondary teachers on their own preparation periods;

d. When none of the above are available to cover the absence, other teachers and Principals/Vice Principals who are included in the school's rotational plan developed by the Principal and the School Staff Committee consistent with Articles A.34.4 and A.34.5 of the Collective Agreement, , a rotational plan that includes, in no particular order:

i. principals and vice-principals,

ii. teachers on their own preparation time,

iii. non-enrolling teachers, and

iv. teachers who provide preparation time.
(collectively, the "School Staff")

This rotational plan will be such that the School Staff equitably share the coverage of failures to fill.

4. The parties acknowledge that there may be circumstances where strict compliance with the priority groups listed in 3 above will not be possible due to safety concerns, unreasonable impact on individual teachers, or unavailability of a Principal/Vice-Principal due to pre-existing or emergent commitments which cannot reasonably be avoided.

5. Preparation time lost under 3 above will be rescheduled in accordance with D.4.9 (a - e) of the Collective Agreement.

Minimum Non-Enrolling Staffing

6. The Employer will be required to maintain minimum staffing Ratios between October 1 and June 30, each year.

7. The following will not count towards actual staffing levels for the purposes of determining compliance with the Ratios (proportionate to the percentage of FTE and duration relative to days in that School Year):

a. Each day that the District fails to provide a replacement for the following non-enrolling teachers (or future equivalent positions):

   i. BASES Teachers;

   ii. Connections Teachers;

   iii. Low-Incidence Teachers;

   iv. TREK Teachers;

   v. LEE School Teachers;

   vi. SLD Class Teachers (e.g., Intensive Literacy Program Teachers);

   vii. TREES Teachers;

   viii. FASD Teachers;

   ix. Foundations Program Teachers;

   x. Other Inter-Agency Teachers who work directly with students; and

   xi. Teacher Librarians;

b. Each day that the District fails to provide a replacement for a Social Development, LST or ELL Teacher after two consecutive days of absence;

c. Each day that the District fails to provide a replacement for any other non-enrolling teachers after 20 consecutive days of absence; or

d. Where the District requires a non-enrolling teacher to cover an enrolling teacher absence for more than one session [e.g. a teaching session between breaks such as

morning bell and recess] in elementary schools or more than one block in secondary schools.

8. The Employer will not be required to replace any non-enrolling teacher who communicates to the District that they do not require a replacement when advising of their absence.

9. Nothing in the foregoing restricts the Employer's ability to replace teachers more frequently than is required above. In the event the District has fallen below required FTE levels as of June 1 based on actual staffing levels reduced in accordance with paragraph 7 above, the staffing required by the Ratio for the following school year will be increased by an amount equivalent to the shortfall.

10. The parties agree that the following process will be followed in posting non-enrolling teacher positions:

a. Commencing July 1, 2021, during the Spring posting process, the District will post sufficient FTE non-enrolling positions to meet expected Ratios for each category based on the District's projected student enrollment (including projected number of students with Ministry designations);

b. Any additional continuing or term FTE positions required to make up for any shortfall identified in paragraph 9 above will be filled in accordance with:

    i. First, Article E.26.6; and

    ii. Second, Article E. 26.7.

c. If the numbers reported by the District by September 30 in Form 1701 (or Ministry equivalent) would, if accepted, require additional FTEs than those posted in the previous Spring, the District may elect to wait to post these positions until enrollment has been confirmed by the Ministry of Education.

d. Where the additional FTE are confirmed, the District will "true up" the required FTE's to reflect the absence of the required FTE from October 1 to the date the position is posted.

    i. For example, if an additional 1.0 FTE position was not posted until January 1 in a school year, the District would have a shortfall of 3/9 months (0.33) and would thus be required to add 1.5 FTE for the remainder of the school year, so that staffing during the remaining 6 months would be the equivalent of 1.0 FTE for one year.

11. The District-wide Ratios are determined either by compliance with LOU #12, paragraph 4 (with the ratio value reflected in Article 22.74.v) or by compliance with local superior

provisions, not a combination of both. However, local non-enrolling caseload, allocation and staffing provisions continue to apply with respect to Employer obligations within the mandated District ratios. In addition, minimum staffing ratios for teaching positions set out in Appendix "A" to the restored local language that are not included in the Ratios will continue to apply.

12. Effective July 1, 2021, the following positions will not be counted towards the SERT/LAT/ELL district ratio.

a. Teachers in any Gifted programs, including teachers in the Challenge (EI) program, teachers in the Multi Aged Challenge (EI) program, and the Secondary Gifted facilitators.

b. The AIM Games Coordinator.

c. Teachers in the Growing Together / Young Parent program.

d. Inter-agency Teachers who do not work directly with students.

e. Teachers in the Hospital Homebound program.

f. School Psychologists and Speech Language Pathologists (pursuant to the provincial settlement dated June 6, 2018 attached as Schedule "A" to this Agreement).

Disclosure

13. Beginning July 1, 2021 , in the first week of each of December, March and June of each School Year, the Employer will provide to the Union:

a. its non-enrolling staffing numbers for each of the categories in the Provincial LOU #12;

b. the required minimum staffing levels determined by Ministry enrollment numbers;

c. a report showing each time that the Board unsuccessfully attempted to dispatch a TTOC to cover for an absent non-enrolling teacher;

d. a report of each time that a non-enrolling teacher was required to replace an absent enrolling teacher for more than one session (e.g. a teaching session between breaks such as morning bell and recess) in elementary schools or more than one block in secondary schools.

14. Without limiting the foregoing Employer disclosure obligations, beginning July 1, 2021, the Employer will provide the Union with the following information each school year within two weeks of the creation of the documents:

a. SERT/LAT/ELL District allocations for planning purposes developed by the District each spring based on projected enrolment. This document will note any new SERT/ELL/LAT classifications.

b. SERT/LAT/ELL provisional staffing entitlement numbers sent to each school as well as SERT/LAT/ELL staffing entitlement provided to district programs as part of the Spring staffing process.

c. Final SERT/LAT/ELL allocations based on the Ministry of Education confirmation of the Fall 1701 (or Ministry equivalent) enrolment data collection. This document will note any new SERT/ELL/LAT classifications.

d. Any additional SERT/LAT/ELL staffing entitlement released to schools or district programs as a result of the 1701 (or Ministry equivalent)Fall data collection process which culminates in the funded FTE student enrolment numbers confirmed by the Ministry of Education.

e. A spreadsheet in the form attached as Schedule "B" to this agreement.

15. All of the foregoing obligations are in addition to the information the Employer is required to provide to the Union under Article A. 27.1.a.

Audit Notice

16. The District will provide reasonable notice to the Union in advance of any Ministry of Education audit with respect to educational programs.

BASES/IST Grievances

17. The Employer will calculate IST and BASES staffing levels and caseloads consistent with Appendix "A" and Article 22 of the restored local language and can include A category students for staffing purposes.

2020/2021 Dispute Resolution

18. Except where otherwise expressed in this Agreement, the terms of this Agreement come into effect July 1, 2021.

19. The Union agrees not to file any grievances arising from the Employer's failure to fill absences or failure to meet non-enrolling ratios during the 2020-2021 School Year.

20. Any dispute arising with respect to the interpretation, implementation or enforcement of the terms of this Agreement in subsequent school years may be referred to adjudication by an arbitrator agreed upon by the parties.

21. This Agreement is without prejudice to the application of the Provincial Collective Agreement to all other school districts.

22. This Agreement may be signed in counterpart and copies are sufficient for proof of signature.

Originally executed by both parties July, 2021

Amended Agreement [clause 3 (c) and (d)] signed this May day of 3, 2022.

[redacted]

Surrey School District

[redacted]

Jatinder Bir
President