

Letter of Agreement

Between

School District #36 (Surrey) (the Employer)

And

Surrey Teachers' Association (the Association)

RE: Job Shares

Whereas:

The parties have language in the Collective Agreement regarding job sharing, and prior disagreements and grievances pertaining to the respective rights and obligations of the parties have been resolved through letters of agreement, both continuing and term-specific AND;

The Employer has served notice to end the letter of agreement dated June 16, 2010 AND;

The parties are seeking to revise and incorporate elements of prior agreements into one consolidated agreement;

NOW THEREFORE the parties agree to the following:

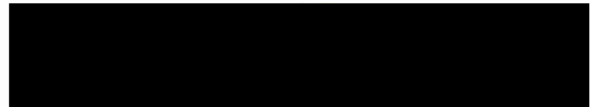
- 1) The provisions of Article C.24 continue to apply.
- 2) Applying to Positions:
 - a) A teacher who has a continuing assignment at a school may propose a job share to the principal of the school by the deadline established as per Article C.24.3(a). If approved, the job share partnership may apply to positions in Round 1 and/or 2.
 - b) Where two teachers both have contracts but neither has a continuing assignment, they can apply to the Human Resources department for a job share partnership by the deadline established as per Article C.24.3(a). If approved, the partnership can apply to positions in Round 1 and/or 2. If they are not awarded a position, the Human Resources department will offer each teacher a suitable part-time assignment if available. Otherwise, they will each be placed in a suitable assignment at their FTE contract percentage.
 - c) The teacher who is the "declared owner" of a position awarded to a partnership in Round 1 or 2 shall be awarded the 1.0 FTE contract.
- 3) Dissolution/Non renewal of a Job Share:
 - a) "Dissolution" shall refer to the end of a job share partnership during the effective period of the job share, from the proposal approval date to June 30 of the school year in which the job is shared.
 - b) "Non renewal" occurs when the two established job share partners decide not to enter into a job share agreement for the next school year following expiry of the existing job share.
 - c) Where the job owner has not been declared in the partnership proposal, and a job share is not renewed or is dissolved pursuant to Article C.24.3.e:
 - i) If both teachers posted into a continuing assignment at the school as a job share, the position shall be offered to each partner in seniority order, providing the teacher has a 1.0 FTE contract.
 - ii) If both teachers previously held continuing assignments at the school, the position shall be offered to each teacher in seniority order, providing the teacher has a 1.0 FTE contract.
 - iii) If one teacher posted into a continuing assignment, and the other was brought in through the job share process, the assignment shall be awarded to the teacher who originally posted. If they decline, the position will be awarded to the other partner on condition that they:
 - (1) Have been working at the school for at least one (1) year, and
 - (2) Worked a minimum of .4 FTE in any one year, or an accumulation of .6 FTE over a longer period of time, and
 - (3) Have a 1.0 FTE contract.
- 4) Resignation or Retirement:
 - a) Mutual consent of the parties shall not be required to dissolve a job share due to resignation or retirement of one of the partners.
 - b) The parties will consult on the outcome of the dissolution for the remaining partner.

- c) When the declared job owner retires or resigns, ownership of the position may be transferred to the remaining partner for the following school year, provided they meet the criteria in 3 c iii (1 through 3) above as of June 30 of the year in which the job was shared.
- 5) Additional Work While in a Job Share:
- A teacher who participates in a job share but does not hold the continuing assignment may work in more than one job share.
 - A teacher who holds the continuing assignment and is in a job share partnership cannot enter into another job share. They are eligible to apply to part-time term-specific assignments where there is no conflict with the established job share schedule.
- 6) District Pool and Job Shares:
- Teachers who own continuing District based FTE for non enrolling positions may enter into job shares as position non owners as follows:
 - Where the teacher owns continuing District-based FTE, which, when combined with the FTE to be worked in the job share does not exceed their total contract FTE, the teacher will retain their existing District-based FTE.
 - Where the teacher's continuing District-based FTE, when combined with the FTE to be worked in the job share, exceeds their total contract FTE, the District based FTE will be reduced to equal the District-based assignment, where possible.
 - Discussions to resolve scheduling conflicts may occur at a school or between schools where the District based teacher is assigned. The job share partners may be asked to adjust their proposed job share schedule.
 - Should such discussions not resolve the schedule conflict:
 - The job share agreement may be dissolved as per Article C.24.3.e, or
 - The District-based FTE will be relinquished and the job share partnership shall proceed as previously approved.
- 7) Shape of Job Shares:
- Jobs will be shared on a weekly or bi weekly basis where each partner works every week.
 - An employee who requires a leave of absence for a portion of the year will apply for leave pursuant to article G.21.2 or G.21.8 as appropriate, in lieu of article C.24.
- 8) When a job share is not approved, either of the partners may ask for the reasons for the decision.
- 9) Upon giving 90 days' notice, either party may choose to withdraw from this agreement. The termination of this agreement is without prejudice to either party's ability to rely on the facts of the grievances that were resolved with the 2010 Letter of Agreement regarding job shares in a future proceeding.
- 10) This agreement is without prejudice and will not be used or referred to in any other forum except for the purpose of enforcing the terms and conditions of this agreement
- 11) This agreement is without prejudice and without precedent to the parties' relative positions regarding the right of job share partners to day swap, currently under grievance (BCTF# 36 2021-0003), and shall not be relied on it that grievance (or appeal thereof) for any purpose.

Agreed to this 8th day of May 2023.



Carol Davison
On Behalf of School District No. 36 (Surrey)



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On Behalf of Surrey Teachers' Association