

**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

SETTLEMENT AGREEMENT

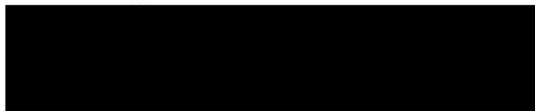
Priority TTOC Preparation Time Grievance

- A. In 2019, the Union filed a grievance (BCTF File No. 36-2022-0007) (the "Grievance").
- B. The Grievance was referred to arbitration and Koml Kandola was appointed as arbitrator to hear the grievance.

Now therefore the Parties agree to fully and finally resolve the Grievance, on the following terms:

1. An employee's PTOC assignment that is reasonably expected to have an FTE of 0.4 or more and a duration of five months or longer will include preparation time under Article D.4 in accordance with the employee's primary teaching qualifications (elementary or secondary) and anticipated assignment(s).
2. The parties agree to make a plan for the provision of preparation time for PTOC assignments described in paragraph 1 in accordance with the following factors:
 - preparation time already provided to that person in the school year
 - preparation time anticipated to be provided in the PTOC assignment(s)
 - limitations and restrictions, related to a protected ground under the *Human Rights Code*, on the person's ability to perform the full scope of teaching duties, including duties normally associated with preparation time
 - availability of time during the assignment(s) to schedule preparation time
 - for PTOCs dispatched like TTOCs, scheduling and timetabling factors which may require preparation time to be provided in elementary on an average basis

- any additional factors the parties agree on in a particular case
3. All other PTOC assignments not described in paragraph 1 above will include preparation time in accordance with paragraph 6 of the 1997 Teacher-on-Call Payroll Issues Resolution Memorandum which states: "TOC's will receive the prep time that the teacher they are replacing would normally have received on that day". These individuals will track their lost preparation time associated with the PTOC assignment(s) using the same method and services provided by the District to TTOCs.
 4. Lost preparation time recorded during the PTOC assignment(s) will be provided prior to the end of the PTOC assignment where possible and otherwise in the 30 working days after the end of the PTOC assignment.
 5. Nothing in this agreement restricts the Employer's right to assign an employee to any position.
 6. Nothing in this agreement restricts the parties' ability to agree to different terms and conditions in a search for a reasonable accommodation pursuant to their joint obligation under the British Columbia *Human Rights Code*.
 7. The Union hereby withdraws the Grievance.
 8. This Agreement has been reached on a without prejudice basis, and is without prejudice or precedent to the position of the Union or the Employer on any other matter, is without prejudice or precedent to any other local or school district (on any matter), and is without prejudice or precedent to the provincial parties (British Columbia Teachers' Federation and the British Columbia Public School Employers' Association) (on any matter), and will not be referenced or relied on by either party in any other proceeding, other than to enforce its terms.
 9. Arbitrator Koml Kandola shall remain seized to resolve any disputes arising from the implementation and enforcement of this Agreement.
 10. This Agreement may be signed in counterpart and copies are sufficient for proof of signature.



Board of Education of School District 36
(Surrey)



Surrey Teachers Association