

SUMMER PRO-D – SETTLEMENT AGREEMENT

WHEREAS a dispute has arisen between the parties over the holding of summer professional development activities:

THE PARTIES AGREE:

1. Consideration for the holding summer professional development activities may be in the context of:
 - i. The date(s) that would be agreed to be taken off in lieu, either in general or specific terms, or,
 - ii. A commitment to time in lieu, the date of which would be subsequently agreed upon, failing which the time would then be paid (article 11.22), or
 - iii. Paid time under article 11.222.
- 1. That if 50% plus one of the "teaching staff" do not vote in favour of a proposal for summer professional development activities as provided in 1. above, then the professional development activities will not take place in the summer.**
- 2. That if 75% or more of the "teaching staff" vote in favour of a proposal for summer professional development activities as provided for in 1. above, then the summer professional development activities may take place if the administrative officer continues to be in favour of the proposal.**
- 3. Attendance at summer professional development activities is voluntary. Teachers who do not attend the summer professional development activities will attend professional development activities on non-instructional days during the school year.**
- 4. "Teaching staff" shall mean those members of the STA where there is a reasonable expectation that they will be assigned to the affected school in the school year following the proposed summer professional development activities.**
- 5. The vote referred to in 2. And 3. above shall be by secret ballot and be conducted by an STA staff representative at a staff meeting with the administrative officer in attendance. The administrative officer will act as a scrutineer at the counting of the ballots.**
6. The holding of professional development activities in the summer or the consequent lack of full staff for a non-instructional day professional development activity during the school year will not be a factor for an administrative officer to consider approvals for teacher-on-call under article 9.40 unless the T.O.C. attended a summer professional development activity with pay or paid time off in lieu.
- 7. An administrative officer may not proceed with summer professional development activities notwithstanding the results of a vote by teaching staff or a decision under 11. below.**
8. The agreement is made without prejudice to any interpretation of articles 11.20 and 12.20 of the collective agreement for any other purpose.
- 9. The administrative officer will notify the staff at least one week in advance of a meeting in which the issue will be discussed and voted upon.**
10. That if more than 50% plus one of the "teaching staff" but less than 75% of the "teaching staff" vote in favour of a proposal for summer professional development activities as provided in 1. Above, then any dispute over the proposal may be referred by either party to arbitrator, Colin Taylor, Q.C. or in the case of his lack of availability to another arbitrator agreed to by the parties, for a binding resolution on an expedited basis.
11. It is agreed that summer professional development proposals being reviewed pursuant to 11. above, should include the need for support by an appropriate core of the "teaching staff" from the affected school, absent which the proposal should not be awarded by the arbitrator.

Dated this 28th day of April, 1995.

MEMORANDUM

APR 27 15 01 2009

TO: PRINCIPALS AND STAFF REPS
FROM: SURREY TEACHERS ASSOCIATION & SURREY SCHOOL DISTRICT
DATE: April 27, 2009
SUBJECT: SUMMER PROFESSIONAL DEVELOPMENT VOTES

The terms and conditions of the Summer Professional Development agreement continue to apply.

However, it has come to our attention that there are differing practices around the district regarding eligibility and timing of summer pro-d votes. The parties therefore have agreed on a protocol to address areas of the summer pro-d agreement that require further clarification. We hope this will make the process more clear to all principals and STA members and minimize disputes.

We are aware that the advice below may differ from previous communications from both offices. We apologize for this inconvenience.

Voter Eligibility:

All STA members who expect to be assigned to the school and whose work schedule will be impacted by the proposal are eligible to vote. This includes:

Full time continuing teachers

Part time continuing teachers

District based teachers who normally teach at the school on the affected day(s)

Job share partners depending on their submitted schedule and the number of dates affected (in other words either or both may vote depending on the proposal.)

People who successfully transfer before the vote

Notification:

All of the eligible voters must be notified of the vote as per the agreement. This is especially important for teachers on leave, itinerant teachers, and new transfers who may be affected.

Vote Count:

The vote will be tallied as follows:

$$\frac{\text{\# of votes in favour}}{\text{\# of eligible voters}}$$

This means that abstentions are counted as votes against.

Conduct of the Vote:

The vote will be held at a staff meeting which means a meeting between the Principal and STA members. The vote does not have to be at the regular staff meeting, it could be at another time agreed to by the STA reps and the Principal. The timing of the meeting should consider the schedules of all teachers eligible to vote (for example, part timers and those on leave) as much as possible, as well as travel time for those who have newly transferred.

The vote will be by secret ballot. There will be no email or proxy votes permitted.
