

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

Between:

British Columbia Public School Employers' Association

And:

The Board of Education of School District No. 42 (Maple Ridge – Pitt Meadows)

(the "employer")

And:

British Columbia Teachers' Federation

And:

Local #42 Maple Ridge Teachers' Association

(the "local")

Section 88 – Case No. 71447/17L

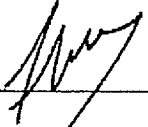
Failure to Fill Provincial Matters Grievance

- 1 The Parties agree to fully and finally resolve the local grievances #18/19-006 and #19/20 - 006, and the provincial grievance to the extent it relates to alleged breaches of the collective agreement in School District No. 42 Maple Ridge – Pitt Meadows for the 2018/19 through to the 2019/20 school year.
- 2 This agreement has been reached on a without prejudice basis, and will not be referred to in any other proceeding, other than to enforce its terms.
- 3 The number of non-enrolling full-time equivalent teachers in the district as required by the Collective Agreement for the 2020/2021 school year will be increased by a minimum of two full time equivalent (FTE) non-enrolling teacher positions- reflecting the days lost by teachers due to covering Failure to Fills from the 2018/2019 school year.
- 4 This will be achieved by way of the following process:

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- a. The district has calculated the total loss of teacher time incurred during the 2018/2019 and 2019/20 school years (the years of the grievance) for their usual duties due to covering the work of TTOCs
 - b. For the 2020/2021 school year the Employer will allocate two non-enrolling FTE in the form of "co-teaching" staffing. Any teacher whose FTE was increased through this process will be guaranteed at least that increased FTE for the entire 2020/2021 school year. These increases were implemented effective September 1st, 2020.
 - c. The district has previously communicated, to the local, the calculation for the total loss of teacher time during the 2018/2019 and 2019/20 school years.
 - d. The non-enrolling teacher FTE distributed under paragraph 4 (b) of this agreement will not count towards the collective agreement non-enrolling ratios and will not be considered as part of the normal spring staffing allocation.
- 5 The Employer will continue to communicate with the Local to provide information regarding the allocation of additional FTE under this Agreement, including a list of the names of the non-enrolling teachers at each elementary and secondary school and their FTE allocations. Consistent with past practise, this information will be shared prior to September 30th, of each school year.
- 6 Additionally, at a minimum, the Employer will communicate and consult with the Local on:
- a. The number of failure-to-fills for TTOCs for the previous year, identifying total number of days covered by teacher colleagues (TTOC tracking sheets/ADS absences).
 - b. District strategies that were used to mitigate failure-to-fills and their effectiveness.
 - c. The status of current hiring practices and discussion of ideas on further improving practice
- 7 For future years, the Employer commits to supplementing teacher staffing, in the form of co-teaching, at a minimum, equal to the short-fall of TTOC coverages converted to full days from the previous year (failure-to-fill), as per the process identified in 4 (a) & (b), provided that the Employer is able to hire qualified teachers,
- 8 Arbitrator Jennifer Glougie shall remain seized to resolve any disputes arising from the implementation and enforcement of this Agreement.

Dated this _____ day of _____, 2020.



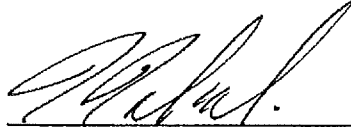
Flavia Coughlan – Secretary Treasurer

On behalf of the Employer




On behalf of BCPSEA

November 2, 2020 Draft 5



Trevor Takasaki – President of MRTA

On behalf of the Local



On behalf of BCTF