

Settlement Agreement

Between:

School District No.36 (Surrey)

And:

Surrey Teachers' Association

This agreement comprises a full, complete and final settlement of a grievance filed by the STA by letter dated November 12, 2003, respecting the recalling of laid off employees.


The parties agree as follows:

1. Prior to August 15 in a given year, the School District will offer re-engagement to laid-off employees as per Article 35.22 and 35.31 of the collective agreement, such offers being by e-mail with a copy to the STA.
2. Between August 15 and the last Thursday before school reconvenes, employees who have not been recalled or who have been recalled to positions less than their FTE contract entitlement, will be offered, in order of seniority and subject to qualifications, positions which are available at the employee's FTE entitlement or as close to the employee's FTE entitlement as available positions permit. This will include positions to which junior employees have earlier been recalled. Offers during this period shall be by e-mail, with a copy to the STA. Employees will have 24 hours to accept or refuse the offered positions.
3. During the first two weeks of the school year (i.e., the two-week period ending the second Friday after the commencement of the school year), the School District will determine if there are employees who have not been recalled to a position or have accepted positions which are less than their FTE contract entitlement and who are senior to employees who have been recalled to positions at the employee's FTE entitlement and for which they are qualified (and likewise a new position at the employee's FTE contract entitlement). In this event the employee will be entitled to be offered an assignment at the employee's FTE contract entitlement. Offers during this period shall be by e-mail, with a copy to the STA and the employee will have 24 hours within which to accept or refuse the offer.
4. Thereafter, such employees who are in positions less than their FTE contract entitlement shall be entitled to be offered, by seniority, part-time positions which become available during the school year (other than assignment increases under Article 32.40), subject to qualifications, and subject as well to


the available part-time position being compatible with the teacher's existing assignment.

- 5. Don Munroe will have the jurisdiction to resolve any differences between the parties concerning the interpretation, application or implementation of this agreement.

Dated the 21 day of June, 2005.



 for School District No. 36 (Surrey)



 for Surrey Teachers' Association

Note: This agreement is intended to be a one-off agreement between School District No. 36 (Surrey) and the STA, and will not have precedential effect elsewhere.

*June 22/05
 CC Bunder
 File
 HR mgus*