

LETTER OF SETTLEMENT

Between

SCHOOL DISTRICT NO. 36 (SURREY)
(hereinafter referred to as the Employer)

and

SURREY TEACHERS' ASSOCIATION
(hereinafter referred to as the Association)

RE: Partial medical leave and usage of earned sick leave grievances

IT IS AGREED AS FOLLOWS:

1. This Settlement Agreement is a final and binding settlement of the partial medical leave and usage of earned sick leave grievances and all other related grievances including the School District 'Overpayment' grievance related to [REDACTED]
2. This Settlement Agreement is with prejudice to the future interpretation and application of the Collective Agreement on the matter, however, without prejudice to either party's position in the event that an agreement is not reached on this Settlement Offer.
3. The practice of the School District in the administration of sick leave as applied to teachers who are on a partial medical leave or have returned to work from a full medical leave on a graduated and partial working basis will cease effective December 31, 2010 and will be replaced with the process outlined in this Settlement Agreement.
4. The following process shall apply to a teacher who is teaching part of her/his full or part time assignment and is on approved sick leave for the balance of that full or part time assignment:
 - (a) Once such a teacher has exhausted during the school year the School District paid sick leave for which she/he is entitled to under the terms of the Collective Agreement, that teacher shall continue to accumulate sick leave credits, as provided for under article G.20, for up to the balance of the school year (ending June 30th);
 - (b) After exhaustion of earned sick leave credits, further sick leave credits thereafter accumulated in that school year (as per article G.20), will only be available for that teacher to utilize for qualified absences due to illness related to the working portion of her/his teaching assignment for the

duration of that teacher's partial sick leave or June 30 whichever occurs first;

- (c) In the event that that teacher continues to be eligible for partial medical leave at the commencement of the next school year, the teacher's sick leave credit balance accumulated to June 30 of the previous school year will be utilized at the beginning of the school year to the extent of the sick leave credits accumulated up to and including June 30 of the previous school year;
 - (d) Notwithstanding paragraphs 4(a) to (c) herein, a teacher on a partial medical leave who intends to resign or retire from employment with the School District shall provide notice to the Board of at least thirty (30) days. Upon receipt of such notice, the Board will apply the accrued days in the employee's sick bank, not to exceed the partial medical leave, during the notice period.
 - (e) In the event that the teacher referred to in (a) to (c) above continues to be eligible for partial sick leave at the commencement of the next school year, the process identified in (a) to (c) above will be followed again;
 - (f) The above process will apply up to the time that the teacher's eligibility for partial medical leave ends.
5. The process described in paragraph 4 above does not impact the School District's current application of the sick leave provisions of the Collective Agreement to full or part time teachers on sick leave from their full assignment.
 6. The School District's grievance #1056 dated February 11, 2009 claiming repayment of monies overpaid to [REDACTED] is resolved without prejudice and without precedent on the basis that [REDACTED]'s sick leave credits will be deducted by 26 days.
 7. On a without prejudice basis [REDACTED] will receive a lump sum payment (less statutory deductions) equivalent to the number of sick days in her sick bank at the time of her retirement.
 8. On a without prejudice basis the sick days in [REDACTED]'s sick bank will be applied to her partial medical leave as of January 1, 2011
 9. The parties agree that this settlement resolves all grievances and claims relating to the School District's practice regarding partial medical leave and usage of earned sick leave.

Signed this 7th day of December, 2010, in the City of Surrey, British Columbia.

For the Employer



Loris Pante, Director
Human Resources
School District #36 (Surrey)

For the Association



Denise Moffatt, President
Surrey Teachers Association