

SETTLEMENT AGREEMENT

BETWEEN:

SCHOOL DISTRICT NO. 36 (SURREY)

("Employer")

AND:

SURREY TEACHERS' ASSOCIATION

("Union")

(Collectively, the "Parties")

[Parenthood Leave Grievance]

[BCTF File No. 36-2022-0011; Local File No. 21-22-017]

Whereas:

- A. The Union filed a grievance no. 21-22-017 on April 26, 2022 (the "Grievance");
- B. The Grievance was scheduled to proceed to arbitration before Arbitrator Arne Peltz on November 1-3, 23 and 24, 2023;
- C. The Parties wish to fully and finally resolve the Grievance, without the need for litigation by entering into this settlement agreement.

NOW THEREFORE, the Parties agree as follows:

- 1. Article G.21.4(g) – Parenthood Leave of the current collective agreement between the Parties states that "an employee shall be granted, upon request, a leave of absence without pay for up to one (1) school year to enable the employee to spend full-time with the employee's natural or adopted children ("Parenthood Leave"). Parenthood Leave shall be interpreted as follows:
 - (a) If an employee takes Parenthood Leave, Parenthood Leave must be:
 - (i) taken as an extension to pregnancy and/or parental leave; or
 - (ii) taken at another time to enable the employee to spend full time with the employee's natural or adopted children.

- (b) If Parenthood Leave is taken as an extension to pregnancy and/or parental leave, an employee may access Parenthood Leave each time they take pregnancy or parental leave.
 - (c) If Parenthood Leave is not taken as an extension to a pregnancy and/or parental leave, then the employee may only access Parenthood Leave once in their career. For clarity, an employee who has taken Parenthood Leave that is not an extension to pregnancy and/or parental leave remains entitled to take Parenthood Leave as an extension to pregnancy and/or parental leave for any subsequent natural or adopted children.
 - (d) Nothing in this agreement limits an employee from requesting other personal leaves available to them under the provisions of the collective agreement between the Parties.
- 2. Following the execution of this agreement, the Union shall withdraw the Grievance.
 - 3. The Parties agree that this agreement is with prejudice as between the Parties only. For clarity, this agreement is without prejudice or precedent to any issue in other school districts and locals in the province.
 - 4. Any issues that arise regarding the interpretation or administration of this agreement shall proceed through the grievance procedure outlined in the collective agreement between the Parties.
 - 5. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one single agreement.

Signed by:

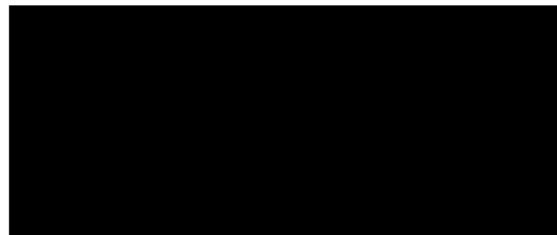
School District No. 36



Signature

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Surrey Teachers' Association



Signature

October 26, 2023

Date

Date