

**REIMBURSEMENT PLAN**

WHEREAS it is a term and condition of my employment with the City of Surrey (the "Corporation") that, if entitled, I may receive Sick Leave Benefits ("Benefits") as a result of illness or injury; and,

WHEREAS I also receive Other Disability Income attributable to income or wage loss for the same illness or injury;

I HEREBY COVENANT AND AGREE that in consideration of my employment or continued employment by the Corporation and the payment of Benefits:

1. In this plan "Other Disability Income" includes:
  - (a) an amount received attributable to income or wage loss pursuant to a Court award or settlement involving an action or possible action, whether commenced or not, against a third party; and
  - (b) amounts received attributable to income or wage loss from other sources including, but not limited to, any and all amounts paid:
    - (i) as disability benefits under Part 7 of the Insurance (Vehicle) Regulation, B.C. Reg 447/83 or income replacement benefits under Division 6 of Part 10 of the Insurance (Vehicle) Act;
    - (ii) by the Insurance Corporation of British Columbia or any other automobile insurer;
    - (iii) under the Criminal Injuries Compensation Act; and
    - (v) under the Canada Pension Plan
  - (c) "Other Disability Income" shall not include unemployment insurance benefits.
  - (d) In respect of disability benefits under Part 7 of the Insurance (Vehicle) Regulation, B.C. Reg 447/83 or income replacement benefits under Division 6 of Part 10 of the Insurance (Vehicle) Act, "Other Disability Income" includes amounts paid and amounts for which I am entitled to be paid, whether or not they were claimed.
2. In the event that I receive Benefits in respect of an illness or injury, and I receive Other Disability Income in respect of the same illness or injury, I shall repay to the Corporation of the lesser of:
  - (a) the amount of Benefits received; or
  - (b) the amount by which the Benefits received by me plus any Other Disability Income received by me exceeds my actual wage or income loss during the period that Benefits are paid.
3. If I use the services of a lawyer to obtain Other Disability Income, I irrevocably agree to instruct my lawyer to:
  - (a) notify the Corporation immediately, and keep the Corporation informed from time to time of the amounts of any and all Other Disability Income received by me or my lawyer with

respect to any potential claim for Other Disability Income;

- (b) provide the Corporation with photocopies of all documents, correspondence and decisions with respect to such claims;
  - (c) not make a settlement of any claim for Other Disability Income, without obtaining and communicating a breakdown of that portion of the settlement that represents income loss to the Corporation; and
  - (d) maximize the recovery for income loss and to ensure that any claim for Other Disability Income is claimed.
4. If my lawyer fails to carry out any obligation(s) set out in paragraph 3, I shall carry out such obligations.
5. In calculating the amount to be repaid to the Corporation as set out in paragraph 2, any actual legal fees and disbursements, incurred by me to recover the Other Disability Income shall not reduce my repayment obligation to the Corporation, but an amount determined solely in the unlimited discretion of the Corporation as reasonable legal fees and disbursements may be taken into account.
6. My obligation to repay the Corporation as set out in paragraph 2 shall survive the term of my employment with the Corporation.
7. Any invalidity, in whole or in part, of any provision of this Reimbursement Plan will be severed and the remaining provisions will continue to be valid and enforceable.
8. I hereby acknowledge that I have had the opportunity to seek independent legal advice regarding this Reimbursement Plan prior to executing my agreement to the terms and conditions of this Reimbursement Plan.

IN WITNESS WHEREOF I have hereunto set my signature as to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

_____	)	
WITNESS	)	
_____	)	_____
NAME	)	
_____	)	
ADDRESS	)	