

## SETTLEMENT AGREEMENT

Between:

The Board of Education of School District 8 (Kootenay Lake)

Employer

And:

CUPE Local 748

Union

Grievances 2022-09-17; 2023-03-08; 2023-04-10

### WHEREAS:

- a. The Union filed grievances 2022-09-17, 2023-03-08, and 2023-04-10 which were subsequently referred to arbitration (the "Grievances");
- b. The Parties participated in a mediation before Jacquie de Aguayo on January 29, 30 and 31 2025; and
- c. The Parties wish to resolve the Grievances on the terms set out in this Agreement;

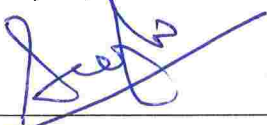
**NOW THEREFORE the Employer and the Union agree to fully and finally resolve the Grievances as follows:**

1. The Union hereby withdraws the Grievances including releasing the Employer from any claim for compensation owed pursuant to these Grievances.
2. The Parties agree that Article 17.03 will be interpreted as follows:
  - a. In respect of Article 17.03(a) ("Revised Positions"), in the absence of mutual agreement following the Joint Committee's review, the Board may implement any change to the job description or rate of pay that it considers appropriate but:
    - i. if there is an incumbent, the Union may refer the issue direct to Arbitration as per the provisions of the Collective Agreement (i.e. 26.01 (Stage 4)); or
    - ii. if there is not an incumbent, the Union may, 6 months after the position has been filled, refer the issue direct to Arbitration as per the provisions of the Collective Agreement (i.e. 26.01 (Stage 4)).

- b. In respect of Article 17.03(b) (“New Positions”):
  - i. the Board will present to the Union a job description and rate of pay for any new position;
  - ii. in the event the Union does not agree with the job description or rate of pay, the Board may post and fill the position and the position will be referred to the Joint Committee to be assessed six months after the position is filled following its creation; and
  - iii. in the absence of mutual agreement between the Parties following consideration of the recommendations of the Job Committee, the issue shall be resolved by referring the issue direct to Arbitration as per the provisions of the Collective Agreement (i.e. 26.01 (Stage 4)).
3. The Parties agree that Article 8.01 will be interpreted to mean the Board will provide paid time off for:
  - i. a Union Steward/representative to attend a Stage 1 meeting under Article 26.01;
  - ii. up to two Union Stewards/representatives to attend Stage 2 and Stage 3 grievance meetings under Article 26.01; and
  - iii. attendance by Union Stewards/representatives Joint Early Intervention Services Committee meetings.
4. The Board will provide paid time off for up to two Union Stewards/representative required to attend District Joint Occupational Health and Safety Advisory Committee meetings under Article 21.03.
5. The Board will provide paid time off for up to four Union Stewards/representatives required to attend labour-management committee meetings under Article 7.01, including subcommittees dealing with specific issues arising from the labour-management committee meetings.
6. The Parties agree that Article 10.13 will be interpreted to mean that the Board will provide paid mileage allowance, in accordance with the applicable Administrative Procedure, in respect of Union Stewards/representatives who are required to attend the meetings described in Sections 3, 4 and 5 above for one vehicle per meeting.
7. The Parties agree Articles 8.02 and 8.04 will be interpreted to mean:
  - a. The Board will grant time off from work without pay for Union Stewards/representatives to attend to Union business subject to:

- i. the Superintendent or designate receiving at least 4 weeks' written notice for each individual request for time off signed by the President of the Union or designate unless providing such notice is impossible due to the emergent nature of the Union business that results in the need for time off, in which case the Union must provide the maximum period of notice possible; and
  - ii. the reasonable operational requirements of the Board.
8. The parties agree that persons employed in the positions listed in Appendix A as at the date of this Agreement will be provided with the training required to obtain the qualifications for their position as described in the agreed job descriptions as at the date of this Agreement. For clarity, persons currently employed in the positions listed in Appendix A who successfully complete that training within one year (or, if the Board does not offer the training within one year) will not be laid off from their positions as a result of the change to the required qualifications.
  9. The terms of this Settlement Agreement are entered into without prejudice and without precedent to any other school district in the Province of British Columbia, and further the terms of settlement are without prejudice and without precedent in any other matters that currently exist or may arise in the future between BCPSEA and the Union. It is understood and agreed there is no admission of liability by either party in this matter.
  10. Jacquie de Aguayo shall remain seized to resolve any disputes arising from the implementation and enforcement of this Agreement.
  11. This Settlement Agreement may be executed in counterparts and transmitted electronically.

DATED January 31, 2025.



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Authorized Signatory  
Board of Education of School District No. 8 (Kootenay Lake)



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Authorized Signatory  
BC Public Schools Employers' Association



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Authorized Signatory  
CUPE Local 748

## APPENDIX A

#	OLD TITLE	NEW TITLE
1	Secretary	Administrative Assistant
2	Secretary	Operations Administrative Assistant
3	Secretary	Student Information System Coordinator
4	Clerical Assistant	Office Assistant
5	Clerical Assistant	Transportation Administrative Assistant
6	Data Entry Clerk (Dispatch)	Human Resources Dispatch Coordinator
7	Data Entry Clerk (HR)	Human Resources Assistant
8	Bus Driver	Bus Driver
9	Transportation Coordinator	Transportation Coordinator
10	Transportation Coordinator Assistant	Transportation Coordinator Assistant
11	Education Assistant	Education Assistant
12	Youth & Family Worker	Youth & Family Worker
13	Information Technology Technician	Information Technology Technician
14	Labourer	Labourer
15	Maintenance Worker	Maintenance Worker
16	Trades Worker	Trades Worker