

SETTLEMENT AGREEMENT

Between:

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

Employer

And:

CUPE Local 748

Union

Work of the Bargaining Unit Grievance

WHEREAS:

- a. The Union filed grievance no. 2020-03-5.08 (CLASS file no. 20-08-000610) which was referred to arbitration before Arbitrator de Aguayo (the “Work of the Bargaining Unit Grievance”);
- b. The Union has also filed:
 - i. policy grievance no. 2021-07-13 (CLASS file no. 22-08-000015) in relation to vacation time (the “Vacation Time Policy Grievance”); and
 - ii. individual grievances no. 2021-08-13;07, 2021-09-13;07 and 2021-11-13;07 (CLASS file no. 22-08-000015) (the “Vacation Time Loss Grievances”);
- c. The Vacation Time Policy Grievance and the Vacation Time Loss Grievances will be collectively referred to as the “Vacation Grievances”;
- d. The Vacation Grievances have been referred to arbitration before Arbitrator Pেকেles; and
- e. The Parties are desirous of resolving the Work of the Bargaining Unit Grievance and the Vacation Grievances (collectively, the “Grievances”);

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

1. The Union hereby withdraws the Grievances on a without prejudice basis.

2. The Employer will maintain an ongoing job posting for the position of Casual/On Call – Educational Assistant (“Casual EA”). The Employer may periodically close the posting, subject to the Employer creating a replacement posting within five working days.
3. The Employer will engage in spring recruitment with the goal of encouraging qualified EA applicants to apply to the District to meet the Employer’s hiring needs for the following school year.
4. The Parties will include as a standing agenda item in meetings of the Labour-Management Committee the topic of hiring and recruitment for Casual EAs. The Employer will provide the Union with the following for information purposes only:
 - a. The current list of Casual EAs (which will include regular and temporary EAs who are on the casual list);
 - b. The number of new applicants for Casual EA positions (since the previous Labour-Management Committee meeting); and
 - c. The number of new hires for Casual EA positions (since the previous Labour-Management Committee meeting).
5. At the end of each school year, if a Casual EA has not accepted at least 50% of shifts offered during the school year where the Casual EA’s availability, as reflected in SFE, showed that the EA was available at the time the shifts were offered, then the Employer may remove that Casual EA from the casual list for the following school year.
6. Paragraph 5 above does not supersede or replace the “Refusals” section of Appendix “D” of the Collective Agreement.
7. The Employer agrees that ten-month employees may request vacation time when school is in session. The Employer will grant such requests, subject to operational requirements, which include:
 - a. the anticipated availability of a replacement employee if replacement is necessary; and
 - b. adequate notice of the vacation request, in any event not less than 10 working days before the commencement of the requested vacation time.
8. Overlapping or conflicting vacation requests at the same site will be granted in seniority order by classification, subject to operational requirements.
9. If the Employer denies a vacation request, it will provide the operational reasons for the denial if requested by the Union.

10. The terms of this Settlement Agreement are entered into by the Parties on a without prejudice and without precedent basis to any other matters that currently exist or may arise in the future between the Employer and the Union, and further the terms of settlement are 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 the Employer and the Union. It is understood and agreed there is no admission of liability by either party in this matter.
11. Arbitrator de Aguayo shall remain seized to resolve any disputes arising from the implementation and enforcement of this Agreement.
12. This Settlement Agreement may be executed in counterparts and transmitted electronically.

DATED January 24, 2023.

A handwritten signature in black ink, appearing to be 'L. de Aguayo', written over a horizontal line.

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

Authorized Signatory
CUPE Local 748