

## SETTLEMENT AGREEMENT

Between:

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

Employer

And:

**CUPE Local 748**

Union

### **Failure to Post Grievance**

#### **WHEREAS:**

- a. The Union filed grievance no. 2022-03-18 (CLASS file no. 22-08-000309) which was referred to arbitration before Arbitrator de Aguayo (the "Failure to Post Grievance");
- b. The Union has also filed grievance no. 2023-11-18 (CLASS file no. 23-08-000324) which was referred to arbitration before Nicole Byers (the "Posting for Long Term Absence Grievance"); and
- c. The Parties are desirous of resolving the Failure to Post Grievance and the Posting for Long Term Absence Grievance (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.
2. In the event of an employee ("the incumbent") commencing a period of leave which the Employer posts to fill:
  - a. If the employee who fills a position posted in accordance with Article 18.11(a) or (b) subsequently leaves the position, the Employer will repost the position unless the position has been eliminated.
  - b. The parties agree that the phrase "former position" in Article 18.11(c) means the most recent regular position the incumbent held that was not a position that was itself "subject to the return of the incumbent". For the avoidance of doubt, the parties agree this means:

- i. A temporary position under Article 18.11(a) or a regular position under Article 18.11(b) are each considered “subject to the return of the incumbent”.
  - ii. If the incumbent returns to work at any time, they will return to the most recent position the incumbent held that was not a position that was “subject to the return of the incumbent” and will revert to their former wages or salary rate without loss of seniority. If that position has been eliminated, the incumbent will be able to exercise bumping rights in accordance with Article 19.
  - iii. Upon the return of the incumbent, the employee occupying the position of the incumbent at that time will revert to the most recent position the incumbent held that was not a position that was itself “subject to the return of the incumbent”. Any employee displaced by the reversion will similarly revert to the most recent position held by that employee that was not a position that was itself “subject to the return of the incumbent”. If any employee displaced by the reversion:
    - (1) did not previously hold such a regular position, they will revert to being a casual employee; or
    - (2) previously held such a regular position and that position has been eliminated, they will be able to exercise bumping rights in accordance with Article 19.
3. The parties agree that the Without Prejudice Estoppel Notice issued by the Employer pertaining to Article 18.11 dated December 8, 2022 is superseded by the terms of this Settlement Agreement.
4. 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 BCPSEA and the Union. It is understood and agreed there is no admission of liability by either party in this matter.
5. Arbitrator de Aguayo shall remain seized to resolve any disputes arising from the implementation and enforcement of this Agreement.

6. This Settlement Agreement may be executed in counterparts and transmitted electronically.

DATED March 5, 2024.



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



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Authorized Signatory  
CUPE Local 748