

SETTLEMENT AGREEMENT

Between:

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

Employer

And:

Canadian Union of Public Employees Local 748

Union

*Grievances 2023-12-19 (Layoff and Recall) and
2024-07-5:08 (Work of the Bargaining Unit (Feeding Futures))*

WHEREAS:

- a. The Union filed grievances 2023-12-19 and 2024-07-5:08, the former of which was placed in abeyance and the latter of which was referred to arbitration (the “Grievances”);
- b. The Parties participated in a mediation before Jessica Gregory on May 5 and June 2-3, 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 Employer will offer a temporary increase in hours to the most senior school-based CUPE member with Food Safe Certification at the relevant school (“Eligible Member”) in accordance with Appendix A to this Settlement Agreement.
3. For clarity, hours provided under paragraph 2:
 - a. shall be considered as temporary increases and not considered as regularly scheduled hours;
 - b. shall be paid at straight time; and

- c. shall not count for the purposes of determining eligibility for overtime.
- 4. If the Eligible Member declines the offer of hours under paragraph 2 or is on leave, then the hours will be instead offered to the next most senior Eligible Member who is available at the school. If the hours are not successfully assigned in accordance with the foregoing, the principal at the school will determine how to address the situation, which may include the work being performed by persons other than CUPE members.
- 5. Upon proof of completion, the Employer will reimburse up to two school-based CUPE members per school per school year for the cost of obtaining Food Safe Certification via a course pre-approved by the Employer.
- 6. To the extent Feeding Futures funding continues beyond the 2025/26 school year (or other targeted funding from the provincial government is introduced that is materially the same as Feeding Futures funding and is intended to replace Feeding Futures funding (i.e. if the name of the funding changes), the Employer will continue to offer a temporary increase in hours on the same basis as in paragraph 2, except that, the total hours to be offered will be adjusted proportionally to reflect any change in funding received by the Employer relative to a base of \$597,706 adjusted for annual average CPI published by Statistics Canada in respect of the preceding school year. The Employer will determine the allocation of the total hours to individual schools in good faith.
- 7. Without precedent and without prejudice to any dispute about the exclusion of any other position from the bargaining unit, the Union agrees that the position of Food Programs Advisor will remain an exempt position provided that the duties of the position are not materially different from those described in the job description as at the date of this Settlement Agreement.
- 8. Without precedent and without prejudice to any other dispute about contracting out, the Employer may continue to contract out the preparation and delivery of food to schools.
- 9. The parties will meet in January 2026 to review the implementation of this Settlement Agreement.
- 10. The Employer acknowledges the right of the Union to add the topic of the school food program to the agenda of any Labour Management Meeting.
- 11. Jessica Gregory remains seized of any issues related to the implementation or enforcement of this Settlement Agreement.
- 12. 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. It is understood and agreed there is no admission of liability by either party in this matter.

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

DATED June 3, 2025.

Authorized Signatory

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

Authorized Signatory

Canadian Union of Public Employees Local 748

Appendix A

School	Hours per week for the 2025/26 school year
Adam Robertson Elementary (Creston)	5
Blewett Elementary (Nelson)	2
Brent Kennedy Elementary (South Slokan)	3
Canyon-Lister Elementary (Canyon)	2
Crawford Bay Elementary-Secondary (Crawford Bay)	2
Erickson Elementary (Erickson)	3
Hume Elementary (Nelson)	3
J.V. Humphries Elementary-Secondary (Kaslo)	4
Kootenay River Secondary (Creston)	5
L.V. Rogers Secondary (Nelson)	5
Mount Sentinel Secondary (South Slokan)	5
Redfish Elementary (Balfour)	2
Rosemont Elementary (Nelson)	3
Salmo Elementary (Salmo)	3
Salmo Secondary (Salmo)	3
South Nelson Elementary (Nelson)	3
Trafalgar Middle School (Nelson)	5
W.E. Graham Community School (Slokan)	2
Wildflower Nelson School (Nelson)	3
Winlaw Elementary (Winlaw)	2
TOTAL	65