

Letter of Understanding

Between

Board of Education of School District No.62 (Sooke)

And

Canadian Union of Public Employees Local 459 (Sooke)

Re: Spring Closure Week (the 3 years)

2016 – 2017

2017 – 2018

2018 - 2019

This Letter of Understanding documents the agreement between the parties to facilitate an additional one week closure of schools and worksites within School District #62 for the week of March 27 to 31, 2017 RTW April 3, 2017, March 26 to 29 2018 RTW April 3, 2018 and March 25 to 29 2019 RTW April 1, 2019.

Where as:

- A. Historically the Spring Break in Sooke School District has been for a period of one week.
- B. The Board of Education has received a motion that will result in the School District closing schools and facilities for a period of one week additional to the spring break week commencing in the 3 years as noted above. During the closure week all CUPE employees are required to take the time off with or without pay at their option. Due to the evolving needs of the school district exceptions will be approved only for necessary operational contingencies this also includes emergencies as they arise.
- C. The Union is concerned that its members will either be required to take vacation or to take a leave of absence without pay during the extended spring break, resulting in a loss of income.
- D. The Parties wish to reduce or eliminate the impact on CUPE employees by permitting employees to work extra time throughout the school year in order to take the extra week of spring break without loss of income.
- E. The Parties have reached an agreement setting out how this will be accomplished.

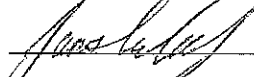
THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. All continuing and temporary employees in posted positions during the each of the school years identified above, at all worksites, will participate in the Agreement and bank additional time worked to allow them to be paid their regular pay during the closure week. All CUPE support staff will return to work on April 3, 2017, April 3, 2018, and April 1, 2019 respectively.
2. Elementary, Middle and Secondary schools will be increasing their instructional day by the minutes identified on the following page per day throughout the school year to facilitate the reduction of 5 school days, or in the case of 2017 – 2018 4 days due to the statutory holiday (Good Friday).
3. Employees in posted positions will be allowed to decide not to participate in the LOU on a one-time-only basis by signing and returning a form (to be provided) up to, but not later than 4:00 pm on October 14, 2016, October 13, 2017 and October 12, 2018 of each year. Such employees who opt out will be required to use vacation and \ or banked time in order to be paid for the closure week in each of the 3 years identified. If a signed form is not received by this date, employees will automatically be enrolled with no further provision for opting out. Any time banked prior to opting out will be paid out or transferred to the employee's overtime banks at straight time rates.

4. Employees will work their additional time during the available weeks between school start up in September and June 30 of each year (other than during Christmas Break and Spring Break) except as otherwise determined within this Letter of Understanding.
5. Employees who are not in posted positions and are working on-call will not accumulate additional time in order to be paid for the closure week. These employees will be paid for all hours worked during each two-week pay.
6. Pay rate for the closure week and the spring break week will be paid based on the employees' rate of pay at the start of the closure week (i.e. March 11, 2016).
7. The overtime provisions of Article 19 will not apply for additional time worked in connection with this Letter of Understanding.
8. If a regular CUPE employee is required to work during the closure week a four hour minimum will be applied as per the language of the collective agreement ( Article 18.02 Four Hour Minimum Work day). The additional time worked previously for the closure week will be paid out at straight time wages no later than the last pay period in April.
9. Employees on a leave of absence approved by the employer (i.e. including confirmed sick leave) shall be deemed to have accumulated the required minutes as though they were working.
10. Unforeseen issues arising out of the application and administration of this Letter of Understanding will be addressed in a timely manner and resolved by the Board and the Union in a mutually satisfactory manner.
11. For all employees who work during the instructional day (between the bells) the additional time to be worked will be at the end of the instructional day. For those positions who work outside of the bells or instructional day they may either work the time prior to their regular shift start time or at the end of the regular shift end time. In order to facilitate an alternative work schedule all members of a department will be required to either start early or end later. i.e. the custodial department or transportation department etc. all start early or all end later not individualized start and end times.
12. For the 2017/2018 school year only the closure week includes Good Friday a statutory holiday, for this week only, all eligible CUPE employees will work the extra time equivalent to (4) four working days for pay. The statutory holiday will be paid as per our normal procedure.
13. This Letter of Understanding applies only to the 2016 – 2017, 2017 – 2018 and 2018 – 2019 school years. If the Board decides to continue with an extended spring break after these school years, the parties will determine whether to continue the arrangement in its present form or modify it as may be appropriate in light of prevailing circumstances and the lessons learned from these years' of experience. The parties agree to meet yearly during the term of this agreement (no later than September 10) to review and modify the agreement if required.

Signed this Mar. 8 day of \_\_\_\_\_ 2016.

For the Board



Jim Cambridge  
Superintendent

For the Union



Amber Leonard  
President – CUPE 459

Weekly Hours	Additional Minutes (5 day week off)	Additional Minutes (4 day week off)
40	12	10
35	11	9
30	9	7
28	8	6
20	6	5
5	2	1.5