

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 2016

This Letter of Understanding documents the agreements between the parties to facilitate an additional one week closure of schools and worksites within School District #62 for the week of March 14 to 18, 2016, immediately preceding the week of Spring Break scheduled for the week of March 21 to 25, 2016.

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 2015\2016 school year
- 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.

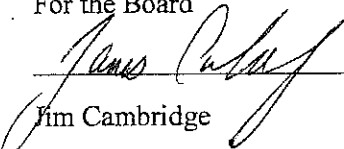
THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. All continuing and temporary employees in posted positions during the 2015\2016 school year, 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 of March 14 to 18, 2016. The parties agree to move March 25 (Good Friday Statutory Holiday) to Tuesday March 29, 2016, after Easter Monday March 28, 2016. All CUPE support staff will return to work on Wednesday March 30, 2016.
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, March 14 to 18, 2016.
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 September 30, 2015. Such employees who opt out will be required to use vacation and \ or banked time in order to be paid for the period of March 14 to 18, 2016. 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 September 8, 2015 and June 30, 2016 (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 during March 14 to 18, 2016. These employees will be paid for all hours worked during each two-week pay.
6. Pay for the extended spring break week will be paid based on the employees' rate of pay at the start of spring break (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. 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.
9. 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.
10. 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.
11. This Letter of Understanding applies only to the 2015 – 2016 school year. If the Board decides to continue with an extended spring break after this school year, 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 this years' experience.

Signed this 24 day of March 2015.

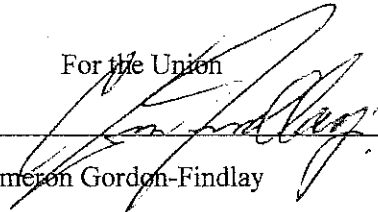
For the Board



 Jim Cambridge

Superintendent

For the Union



 Cameron Gordon-Findlay

President – CUPE 459

Weekly Hours	Additional Minutes
40	12
35	11
30	9
28	8
20	6
5	2

LETTER OF UNDERSTANDING

BETWEEN

THE SOOKE TEACHERS'

ASSOCIATION AND

BRITISH COLUMBIA TEACHERS

FEDERATION (BCTF)

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS

ASSOCIATION (BCPSEA)

AND

**THE BOARD OF SCHOOL
TRUSTEES SCHOOL DISTRICT NO.**

62 (SOOKE)

This letter of understanding documents the agreements undertaken by the parties in order to accommodate 5 additional days of school closure in the spring of 2016 from March 14 - 18, that will immediately precede Spring Break, which is scheduled for March 21 - 25, 2016.

As per the terms of Article D.15.5, teachers will return to work on Wednesday, March 30, 2016.

Whereas the Board is implementing a school calendar that is inconsistent with certain terms in the collective agreement and the parties wish to maintain the integrity of the language as negotiated, the parties agree the clauses listed below will be applied to the members of the Association as follows for the period of September 8, 2015 to June 30, 2016.

Article D.14.2 outlines the maximum weekly hours of instruction of teachers. For the 2015-2016 school year these maximum weekly hours will be adjusted to:

Elementary 24 hours and 25 minutes

Middle/Secondary 26 hours and 25 minutes

1. The length of the school days and School Planning day will be extended in the following manner: school days will be extended by eight (8) minutes.
2. Teachers in posted positions during the closure week will be paid in the normal manner for the closure week.
3. This time re-allotment makes no change in pensionable service.

4. Unforeseen issues arising out of the application and administration of their Letter of Understanding will be addressed and resolved by the Board and the Association in a mutually satisfactory manner.

This letter of understanding applies only to the 2015 - 2016 school year and is without prejudice and precedent to this district and any other school district in British Columbia.

[Signature] Date: March 16
BCFSEA 2015 BCTF

[Signature] Date: March 31/15

[Signature] Date: March 6
School District No. 62 Sooke Teachers' Association

Note: This Letter of Understanding is written without prejudice to the Collective Agreement except where intended and where there are any inconsistencies or unintended consequences to other provisions of the Collective agreement those articles will prevail.