

LETTER OF UNDERSTANDING NO. 11

Between

Saanich Schools



BOARD OF EDUCATION
OF SCHOOL DISTRICT NO. 63 (SAANICH)

And



CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 441
(SAANICH SCHOOL BOARD EMPLOYEES)

RE: SPRING CLOSURE WEEK 2023

This Letter of Understanding documents the agreements between the parties to accommodate an additional five-day school and School Board Office closure in the spring of 2023 from March 27th – 31st that will immediately follow Spring Break, which is scheduled for March 20th – 24th, 2023.

WHEREAS:

- A. Historically the Spring Break in the Saanich School District has been for a period of one week.
- B. The Board of Education has passed a motion that will result in the School District closing schools and facilities for a period of two weeks in the 2022-2023 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 2022-2023 school year, subject to paragraph 2 below, will participate in this Agreement and work additional time daily to allow them to be paid their regular pay during the closure week of March 27th- March 31st, 2023.
2. Employees in posted positions will be allowed to decide not to participate in this LOU, subject to the approval of their school principal or manager, on a one-time only basis by signing and returning a form (to be provided) up to, but no later than 4:00 p.m. on September 18th, 2022. Such employees who opt out will be required to use vacation and/or banked overtime in order to be paid for the period March 27th- March 31st, 2023 or they may elect to take time off without pay. If a signed form is not received by this date, employees will automatically be enrolled with no further provision for opting out. Any time accumulated prior to opting out will be paid out or transferred to employees' overtime banks at straight time rates.

3. All schools will be increasing their instructional day by 8 minutes per day throughout the school year to accommodate the reduction of 5 school days in March. The 2013-14 school year was the first time the closure week was instituted. At that time 8 minutes were added to each instructional day to accommodate for 5 closure days to what was the 2012-13 bell schedule.
4. Participating employees will work and accumulate their additional time during the available 39 weeks of instruction during the 2022-2023 school year excluding Summer Break, Christmas Break, Spring Break and Spring Closure.
5. Appendix A support staff (Clerical and School Support Workers), District Courier and Appendix B staff (Bus Drivers) in posted positions will work additional time based on their regular number of assigned weekly hours to achieve the required number of hours to receive uninterrupted pay for the Spring Closure week (see Attachment A at the end of this LOU).

Grounds, Maintenance, Data Services and Custodial employees in posted 40 hour per week positions will work 15 minutes per day of additional time from September 6th, 2022 to May 12th, 2023 excluding Summer Break, Christmas Break, Spring Break and Spring Closure.

6. For the purposes of this Agreement, it will be assumed that an employee has worked the additional required time when the employee is absent on the following types of approved leave: vacation, sick leave, unpaid medical leave of up to two months duration, family emergency, compassionate care, jury duty, temporary work site closures pursuant to Article 24.10, time on an approved WCB claim and full-day leaves for union business.
7. When an employee commences working in a posted position after the commencement of the school year and before spring closure week, their pay for the closure week will be prorated such that the employee will be credited for any partial or full month worked in the posted position. One-half day (prorated to the employee's weekly hours) will be deducted for any prior month in which the employee did not work at all in the posted position. For example, if an employee commences work in a posted position at any time during November, he/she will receive credit for the month of November and one day's pay will be deducted for the time not worked in September and October.
8. Similarly, employees who resign, are terminated or otherwise leave the School District after the spring closure week, but before June 30th, 2023 will have one half day deducted from their pay in June for each calendar month in which the employee did not work.
9. Employees who resign, are terminated otherwise leave the School District prior to the closure week will be paid for all additional time that has been accumulated in their bank.

10. Pay for the spring closure week will be paid based on employees' rate of pay and assigned hours at the start of spring break.
11. Accumulated time will only be used to provide the employee with pay during the spring closure week, unless.
 - a. The employee resigns or is terminated prior to the spring closure week; or
 - b. The employee is on an approved leave of absence over the dates of the spring closure week.
12. The overtime provisions of Article 19 will not apply for additional time worked in connection with this Letter of Understanding. All extra time will be accumulated at straight time rates.
13. Employees who are not in posted positions and are working on-call will not accumulate additional time in order to be paid during the closure week. These employees will be paid for all hours worked during each two-week pay period, including any additional hours required as a result of the changes to the instructional day. An on-call employee who is replacing an employee will not necessarily work the additional minutes of the replaced employee unless he/she is providing direct service to students and is required by the supervisor to work the additional minutes.
14. The actual schedules that employees will work to facilitate the accumulation of sufficient time during the school year will be determined by the school principal or department manager in consultation with the employee.
15. 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.

This Letter of Understanding applies only to the 2022-2023 school year.

Dated this 7 day of Sept 2022

FOR THE BOARD:



School District No.63 (Saanich)

FOR THE UNION:



CUPE, Local 441



LETTER OF UNDERSTANDING NO. 11 – ATTACHMENT A

RE: LOU #11, ARTICLE #5 FOR: CLERICAL, SCHOOL SUPPORT WORKERS, EA's, DISTRICT COURIER AND BUS DRIVERS

Appendix A support staff (Clerical and School Support Workers), District Courier and Appendix B staff (Bus Drivers) in posted positions will work additional time based on their regular number of assigned weekly hours to achieve the required number of hours to receive uninterrupted pay for the Spring Closure week.

Support staff in the above posted positions shall work the additional minutes listed below from September 6, 2022 to June 29, 2023, excluding Summer Break, Christmas Break, Spring Break and Spring Closure.

Schedule of Additional Daily Time Requirements

Employee's Weekly Assigned Hours	Daily Minutes Based on a 5-day Week
40	12
35	11
30	9
27.5	8
25	8
22.5	7
20	6
15	5
10	3
5	2

RE: LOU #11, ARTICLE #5 FOR: GROUNDS, MAINTENANCE, DATA SERVICES AND CUSTODIAL EMPLOYEES

Grounds, Maintenance, Data Services and Custodial employees in posted 40 hour per week positions will work 15 minutes per day of additional time from September 6th, 2022 to May 12th, 2023 excluding Summer Break, Christmas Break, Spring Break and Spring Closure.