



**Chilliwack  
School District**

June 18<sup>th</sup>, 2018

To All 10 Month CUPE Members:

A Letter of Understanding has been finalized concerning the makeup of working time lost by 10 month staff as a result of the extended spring break in March 2019. The LOU is attached.

Also attached is a Frequently Asked Questions document that is intended to provide complete information about this issue.

Yours truly,

A handwritten signature in black ink, appearing to read "Tamara Ilersich".

Tamara Ilersich  
Director of Human Resources

A handwritten signature in black ink, appearing to read "Dale Obirek".

Dale Obirek  
President, CUPE, Local 411

Attach.

LETTER OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT 33 (CHILLIWACK)  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 411

For the 2018-2019 school year, the Board of Education for School District 33 (Chilliwack) has adopted a local school calendar that provides for a two (2) week spring break. All schools will be closed for students from March 18 to 29, 2019 for spring break. Schools will reopen for classes, on Monday, April 1, 2019. March 18 to 29, 2019 will be unpaid for all ten (10) month CUPE staff.

For the 2018-2019 school year an additional six (6) minutes of time will be added to the daily schedules of all ten (10) month CUPE staff who have less than 7.0 hours of work per day, with the exception of Supervision Assistants.

All other ten (10) month CUPE staff, will work 25 hours through the following choices:

- weeks of August 20 to 31, 2018, .
- weeks of March 18 to 29, 2019 (spring break),
- June 28, 2019 (administrative day),
- Or by a combination of the above dates.

As well, these employees may choose not to work these days. Those days will be scheduled with approval of their supervisors on specific dates through the time sheet process as casual work.

Bus Drivers will continue to be guaranteed a base of one thousand and ninety (1090) hours per school year in accordance with Article 9.5 of the collective agreement.

Casual employees will not be entitled to additional pay outside of the school year or payment during the extended Spring Break.

For 12 month employees, spring break days will be considered normal working days and employees may choose, in consultation with their supervisor, to work or to take vacation, sick leave gratuity or banked time off.

Agreed this 12th day of June, 2018

For School District 33

Evelyn Novak  
Evelyn Novak, Superintendent

Berry Stefanis  
Berry Stefanis, Secretary Treasurer

For CUPE, Local 411

Dale Obirek  
DALE OBIREK, PRESIDENT

Tracey O'Hara, 1st V.P.

## FREQUENTLY ASKED QUESTIONS

### Support Staff Make Up of Time for Spring Break 2019

#### **Why are CUPE members making up time?**

10 month CUPE members are laid off at winter break, spring break and for the summer break. In previous years, 10 month staff have been laid off for five (5) days at spring break. Due to the extension of spring break in March 2019, 10 month staff will be laid off for ten (10) days.

The District felt that because the majority of our 10 month employees are directly responsible for student learning, an additional six minutes would be added to make up for the 5 day spring break extension and would also benefit students.

#### **Why has spring break been extended to 10 days?**

Spring Break historically was always five (5) days however, in recent years this has been extended through negotiations with the Chilliwack Teacher's Association as they have language in their Collective Agreement pertaining to an Alternate School Calendar and any changes that come as a result of those negotiations thereby have an effect on CUPE 10 month employees.

#### **Why is Spring Break 10 days this year as it was only 9 last year?**

Easter Sunday is usually the first Sunday after the first full moon occurring on or after the March equinox, therefore in some years this take place during the month of March and will often tie in with the said break.

In 2019 Easter Sunday falls on April 21<sup>st</sup> thus the traditional holidays of, Good Friday (April 19<sup>th</sup>), and Easter Monday (April 22<sup>nd</sup>) are outside of the scope of the 2019 Spring Break.

#### **What CUPE Members are affected and How?**

10 month employees that work more than four (4) but less than (7) hours a day will have an additional six (6) minutes of time added to their work day.

10 month employees that work more than seven (7) hours a day have only the options laid out in the Letter of Understanding available to them.

#### **How are 12 month staff and bus drivers affected by the extended spring break?**

12 month staff and bus drivers will not be affected by the extension to spring break.

12 month staff will receive their pay and vacation in the normal fashion.

Bus drivers will continue to be guaranteed a base of 1090 hours per school year in accordance with Article 9.5 of the collective agreement.

**How are casual members affected?**

Casual employees are not impacted by this Letter of Understanding and are thus ineligible for any type of compensation due to the extended spring break.

**For CUPE Members who are eligible to make up the time, how is that decided?**

The employee's principal or manager must preapprove all activities and dates of work.

**For CUPE Members who are eligible to make up the time, can it be banked and taken as "Paid" time off at a later date?**

CUPE members who have a choice to make up 25 hours must work and receive pay for that time during the pay period it is worked. This time cannot be banked.

**Can employees bank their vacation pay?**

No. 10 month employees are now paid out for their vacation time on each pay-cheque.

**Can employees choose not to make up time for spring break?**

Those employees that are NOT currently working a seven (7) hour, or more, shift are NOT able to opt out of the additional time, six (6) minutes, that has been added to their work day.

Those employees that are currently working seven (7) hours, or more, per shift are eligible to opt out of working any of the additional days as outlined in the Letter of Understanding.

## FORM Support Staff Declining Make Up of Time for Spring Break 2019

By completion of this form, I am confirming that I have chosen **NOT** to work additional time to recover the wages that I will be losing as a result of the extended layoff during spring break in March 2019.

Note: Only to be completed by 10 month employees working 7 or more hours per day.

Name \_\_\_\_\_

Position \_\_\_\_\_

Work Location \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_