


LETTER OF UNDERSTANDING NO.9
between
CUPE LOCAL 748
and
THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)

RE: PAYOUT OF ACCRUED VACATION

1. As a one-time exception to the normal operation of **Article 13.07 – Ten (10) Month Employees** of the collective agreement, all regular ten (10) month employees will be paid any remaining holiday pay due for the 2020/2021 school year on the June 18, 2021 pay day and not at the end of June 2021.
2. In determining the amount of any remaining holiday pay due in relation to a particular ten (10) month employee pursuant to paragraph 1, above, the Employer will aggregate the amount of untaken vacation accrued by the employee up to and including June 18, 2021 as well as any vacation anticipated to be accrued but not taken by the employee between June 19, 2021 and June 30, 2021 (inclusive). In the event an employee is not entitled to accrue such anticipated vacation for any reason, the employee will be required to immediately pay back the payment corresponding to that anticipated vacation accrual to the Employer.
3. Upon execution of this Letter of Understanding, the following grievances will be deemed to have been resolved, on a without precedent basis:
 - Case #2021-01-13:07 (Use of) Vacation Time
 - Case #2021-02-13:07 (Use of) Vacation Time
 - Case #2021-03-13:07 (Use of) Vacation Time
 - Case #2021-04-13:07 (Use of) Vacation Time


4. This Letter of Understanding is without prejudice to any position the parties may take in relation to the interpretation of Article 13.07 of the collective agreement in the future.

FOR THE BOARD:



(Chandan Singh)

FOR THE UNION:

 michelle Bennett

Rena Bus Rena Bens

DATE: June 14, 2021