

**MEMORANDUM OF SETTLEMENT****Between****New Westminster Board of Education (School District #40)  
(the "Employer")****And****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 409  
(the "Union")****(Together called the "Parties")**

Agreement dated October 22, 2019.

By the signatures of the undersigned bargaining committee representatives, the Employer and Union agree to recommend this Memorandum of Settlement, with the appended signed tentative agreements, to their respective principals. The appended signed tentative agreements are the only amendments to the July 1 2014 to June 30 2019 Collective Agreement (hereinafter called the "Current Collective Agreement").

**1. Provisions of the Current Collective Agreement Remain in Effect**

All provisions of the Current Collective Agreement shall remain in effect except as specifically amended or altered by the signed tentative agreements appended to this Memorandum of Settlement.

**2. Provincial Framework Agreement (Schedule F)**

The parties agree to and accept the Provincial Framework ("Framework") as agreed to on 12 of July 2018.

**3. Amendments and Alterations Agreed to in Negotiation Meetings**

All items agreed to by the Parties bargaining committees, set out below and appended, shall amend and alter the Current Collective Agreement and together with all remaining provisions of the Current Collective Agreement, will constitute the "Renewal Collective Agreement":

<b>Article</b>	<b>Subject Matter</b>	<b>Date of Tentative Agreement</b>
	Provincial Framework Agreement & related appendices	12 July 2018
2.06	Special Education Assistants / Special Assistants	12 June 2019
2.07(j)	Cultural Significance Leave	12 April 2019
3.09	Noon-hour Supervisors / Crossing Guards	12 June 2019
3.11	Sick Leave	12 June 2019
3.13(a)	Bereavement Leave	15 March 2019

3.18	Pregnancy and Parental Leave	29 January 2019
4.05	Layoff and Recall	29 January 2019
4.18	Job Guarantee	30 April 2019
10.03	Deduction of Dues	15 March 2019
10.11	First Aid Certificates	12 June 2019
10.12	Course Reimbursement	12 April 2019
10.13(d)	Vandalism – Employee's Motor Vehicle	12 April 2019
13.01	Term of Agreement	29 January 2019
NEW	Service Improvement Allocation LOU	22 October 2019
NEW	Employee Orientation	12 April 2019
Schedule A Notes	Premiums in notes 2 and 5	12 June 2019
HOUSEKEEPING	Housekeeping Sub-Committee Recommendations	12 June 20-19

The parties also acknowledge the letter dated September 19, 2019 re: 2019-22 Collective Bargaining – Finger Printing, Reimbursement of Mileage and Vehicle Insurance. For clarity, the previously signed items listed below are withdrawn and do not form part of this Memorandum of Settlement.

NEW	Electronic Fingerprints	15 March 2019
10.09	Driving Allowance	30 April 2019
1.01 and 4.32	Non-Instructional Day	12 June 2019

#### 4. Letters, Memoranda of Understanding or Letters of Agreement

Shall be as follows:

**Renew:** Incorporate into Renewal Collective Agreement as is, no language changes, renumbering as required:

LOU #1	LOU #2	LOU #3	LOU#4	LOU #5	LOU #10
LOU #11	LOU #13	LOU #15	SCHEDULE C	SCHEDULE E	

**Delete:** Deleted and not forming part of the Renewal Collective Agreement, renumbering as required:

LOU #7	LOU #8	LOU #9	LOU #12	SCHEDULE D
LOU #14 (with appropriate changes made to collective agreement)				

**Amended:** Incorporated into the Renewal Collective Agreement as and where amended and agreed to:

LOU #6	LOU #16	SCHEDULE A	SCHEDULE F
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#### 5. Term of the Renewal Collective Agreement

The term of the Renewal Collective Agreement shall be from July 1, 2019, up to June 30, 2022 both dates inclusive.

**6. Ratification of Renewal Collective Agreement**

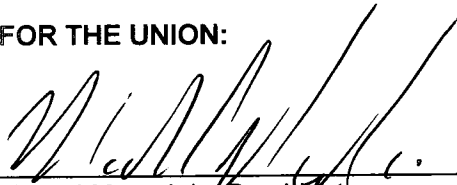
The Parties agree to recommend this signed Memorandum of Settlement to their respective principals, and schedule the necessary ratification meetings without undue delay and ensure their principals vote on this Memorandum of Settlement. Immediately upon completion of the ratification votes, the Parties will notify each other by email.

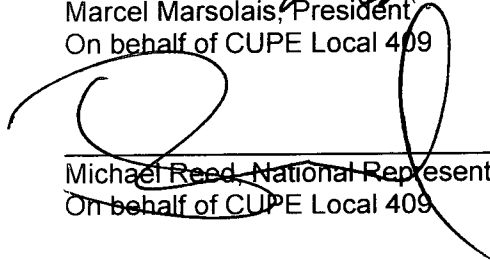
**7. Effective Dates**

Unless otherwise specified by the Parties, the effective date for all changes will be July 1, 2019.

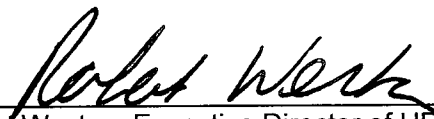
**Agreed to this 22nd day of October 2019.**

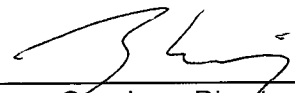
**FOR THE UNION:**

  
\_\_\_\_\_  
Marcel Marsolais, President  
On behalf of CUPE Local 409

  
\_\_\_\_\_  
Michael Reed, National Representative  
On behalf of CUPE Local 409

**FOR THE EMPLOYER:**

  
\_\_\_\_\_  
Robert Weston, Executive Director of HR  
On behalf of School District 40

  
\_\_\_\_\_  
Bruce Cummings, Director of Instruction  
On behalf School District 40

LETTER OF UNDERSTANDING

BETWEEN

BOARD OF EDUCATION OF SCHOOL DISTRICT #40 (NEW WESTMINSTER)

“EMPLOYER”

AND

CANADIAN UNION OF PUBLIC EMPLOYEES’ (CUPE)

LOCAL # 409

“UNION”

CUPE Local 409 and School District # 40 (New Westminister) Service Improvement Allocation (SIA) funding outlined in item 3 of the Provincial Framework Agreement is \$93,828 annually, which will commence July 1, 2020.

The parties agree to use the SIA on the following items:

- 1) \$57,000 for the creation of a Service Enhancement Day. Accordingly article 4.32 of the collective agreement will be amended as set out below;
- 2) \$36,828 for additional ‘top-up’ to EA and CCW hours. Accordingly article 2.06 of the collective agreement will be amended as set out below; and
- 3) Should there be a surplus or shortfall to the amount allocated to additional ‘top-up’ hours, the union and the district will negotiate the allocation of the available funds to EAs and CCWs for the specific school year.

The District is under no obligation to expend more than the SIA of \$93,828 per year.

**Amendments to the collective agreement:**

**4.32 Professional Development Day Not In Session Days**

(a) All days designated by the Board or School as a ~~Professional Development Day~~ **Not In Session Day** shall be deemed to be a working day for all employees, ~~with the exception of noon hour supervisors and crossing guard.~~

(b) During ~~Professional Development~~ **Not In Session Days**, if the development schedule for that day is pertinent to CUPE jobs, mandatory attendance is required.

**(d) When requested by the Board, employees will register for learning opportunities in advance.**

**EFFECTIVE July 1, 2020 article 4.32 shall read:**

**4.32 Professional Development Day Service Enhancement Days and Not In Session Days**

(a) All days designated by the Board or School as a ~~Professional Development Day~~ **Not In Session Day** shall be deemed to be a working day for all employees, ~~with the exception of non hour supervisors and crossing guard~~ **except for one.**

**(b) The single Not In Session Day that is not paid for as per article 4.32(a) shall be a Service Enhancement Day. The Service Enhancement Day shall be deemed to be a working day for all employees.**

(bc) During ~~Professional Development~~ **Not In Session** Days, if the development schedule for that day is pertinent to CUPE jobs, mandatory attendance is required.

**(d) When requested by the Board, employees will register for learning opportunities in advance.**

**(e) During Service Enhancement Days, the focus shall be on ways to maximize or improve the services provided to students. This does not preclude using the SED to complete tasks which are beneficial to carry out when there are no students in the building, collaborating with other educational team members, etc.**

2.06 Education Assistants and Special Assistants who work six (6) hours or less per day and who are required by the teacher for consultation, and who otherwise are unable to meet during their normal working hours for whatever reason shall be granted up to one (1) hour per week with pay at the request of the teacher, and authorization of the principal, in order to meet for consultation at a mutually agreeable time or times.

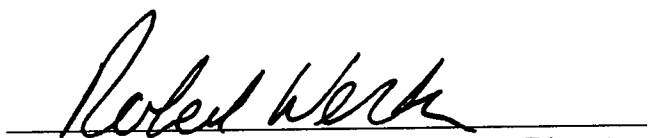
**Effective July 1, 2020, \$35,000 from the Support Staff Provincial Framework Agreement - Local Table Allocation funds will be applied as an additional top up to EA and CCW hours of no less than 1 hour per week.**

**Should there be a surplus or shortfall to this amount, the Union and the District will negotiate the allocation of the available funds to EA's and CCW's for the specific school year.**

Agreed to:

DATE: 10/22/2019

  
\_\_\_\_\_  
President, CUPE Local 409

  
\_\_\_\_\_  
School District No. 40, Executive Director  
of Human Resources



New  
Westminister  
Schools

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School District No. 40

September 19, 2019

**PRIVATE AND CONFIDENTIAL**

Marcel Marsolais  
President, CUPE Local 409  
New Westminister, BC

Dear Marcel,

Reference: 2019-22 Collective Bargaining – Fingerprinting, Reimbursement fo Mileage and Vehicle Insurance

This will confirm that the Board of Education of School District #40 will reimburse employees who are required to undertake fingerprinting in order to comply with the vulnerable sector criminal record check. This entitlement will take effect immediately and will be addressed specifically in Administrative Procedures at the next revision which will be undertaken very soon.

Additionally, this confirms that the Board of Education, in Board Policy, frequently reviews the mileage reimbursement and vehicle insurance requirements, related to employees using their personal vehicle for business purpose, to insure they reflect current provincial circumstances and legal requirements.

Yours truly,

A handwritten signature in black ink that reads "Robert Weston".

Robert Weston

Executive Director of Human Resources

cc Karim Hachlaf, Superintendent of School  
Kim Morris, Secretary Treasurer  
Larissa Koke, Manager Human Resources

*M.Y.M.*

A large, stylized handwritten signature in black ink, possibly reading "W. Weston".