

CUPE EDUCATION WORKERS

**MAKING SCHOOLS WORK**



CUPE Summary of Tentative Agreement

**Term**

- Collective Agreement will be in effect from September 1, 2014 to August 31<sup>st</sup>, 2017

**Wages**

- September 1<sup>st</sup>, 2014: 0%
- September 1<sup>st</sup>, 2015: 1% lump sum payment  
6 month delay in grid movement is eliminated (full grid movement as per CA)
- September 1<sup>st</sup>, 2016: 1% increase to the wage rate
- February 1<sup>st</sup>, 2017: .5% increase to the wage rate

Where there is a particular specialized job class in which the pay rate is below the local market value assessment of that job class, the parties may use existing means under the CA to adjust compensation for that job class.

**Sick Leave:**

- Removed reference to 66.67% and third party assessment
- 11 days at 100% and 120 days at 90% for all permanent employees
- **All employees** working in Long Term Supply Assignments will have access to sick leave while in the long term supply position. Definition of Long Term Supply is per CA or where no definition exists equals 12 consecutive working days.
- Medical notes to be provided after 5 working days (responsibility for payment of notes as per local CA)
- Notice to Employee and Union when Employee has exhausted their 11 days at 100%
- Deductions for partial days as per local CA
- Clarity regarding access to sick leave and Graduated Return to Work and sources of top up.
- Status quo top-up provisions (including use of up to 2 compassionate days or miscellaneous leave days)
- Status quo Access to Sick leave to establish new Maternity leave claim
- Access to sick leave while establishing a WSIB claim
- Refresh (11 consecutive working days) limited to those who are not able to return to work at the beginning of the year and who are off on the same illness or injury from the previous school year. Days attending medical appointments would be exempt.
- Pension contributions for days paid at less than 100% remains status quo



### **Job Security: Protected Complement (expires August 30<sup>th</sup>, 2017)**

- Effective date of central ratification commitment to protect complement except in case of catastrophic event, declining enrolment, funding reductions, school closures/consolidation.
- Protected complement equals FTE minus attrition (Attrition is defined as positions that become vacant and are not replaced which occurs after date of ratification)
- Union and employer to agree on FTE by broad classification groups. Disputes to be referred to Central Dispute Process.
- Union and Employer to discuss alternatives to layoff
- Complement protected by broad classifications: EAs, DECEs, Secretaries, Custodians, Cleaners, IT, Library Techs, Instructors, Supervisors, Central Admin, Professionals, Maintenance/Trades (no trade-offs between classifications)

### **In addition:**

No employee will lose pay due to the additional PA day in the teacher collective agreements.

Re New Ministry Initiatives: "It is agreed and affirmed that the purpose of the initiatives is to enhance existing mental health and at risk supports to school boards in partnership with existing professional student services support staff and other school personnel. It is not the intention that these enhanced initiatives displace CUPE workers, nor diminish their hours of work."

### **Attendance at Mandatory Meetings:**

If an employee is required to attend staff meetings, parent/teacher interviews, curriculum nights, Individual Education Plan and Identification Placement Review Committee meetings or consultation with board professional staff, it shall be done on paid time. If the meetings take place outside of regular work hours the local CA shall apply including hours of work and compensation including overtime and lieu time.

### **Seniority for Casuals:**

- Seniority Lists shall be established for casual/temporary employees where a list does not currently exist. List shall be separate from that of permanent employees. The formula for determining seniority shall be the subject of local bargaining. How seniority can be used is not for local negotiations (this round).

### **Benefits:**

- Window to determine viability of a Benefits Trust for CUPE members
- Until decision is reached Benefits remain status quo (this includes maintaining ODA lags)
- Rainbow District School Board shall maintain two year lag to current ODA.
- Long Term Disability Working Group Established:
- To look at the affordability of LTD plans and ways of reducing premiums through various means such as a common plan, alternative delivery options

### **Improved Maternity Benefits:**

- All full and part-time permanent employees eligible



- All employees working in a long term supply position eligible for the duration of assignment
- Changed to 8 weeks at 100% from 6 weeks at 100% (superior provisions prevail)
- Payable as a SEB plan for those who qualify for EI
- Also payable to those who do not qualify for EI
- Up to 6 weeks may be paid as sick leave to establish a new EI claim.

#### **Family Medical Leave or Critically Ill Child Care Leaves and SEB Plan**

- 8 weeks to top up EI to 100% for Employees who qualify for EI while taking the new Family Medical Leave or Critically Ill Child Care Leaves.
- Language for these leaves to be included in the Collective Agreement.

#### **Voluntary Vested Early Retirement Gratuity Payout: (Offset)**

- Option for members who are eligible for a retirement gratuity to request an early payout of their gratuity (see details for conditions)
- Employees 61 or older as of June 30, 2016 can take pay out with a 2% penalty
- Employees below the age of 61 would incur a penalty of 7.87% per year for each year below the age of 61.
- Eligible employees must declare intention to take the payout by June 30<sup>th</sup>, 2016.
- Would be paid on the first pay of the 2016- 2017 school year.
- May be directed to an RRSP or into an OMERS AVC (Additional Voluntary Contributions) account

#### **Status Quo:**

- Paid vacations and Holidays
- Work Week
- Work Year
- Hours of work
- Preparation Time
- Staffing Levels (including permits and leases and replacement staffing)
- Job Security as it relates to Technological Change
- Allowances
- Short Term Paid Leaves (including Miscellaneous Leave)
- WSIB Top Up (limited to 4 years 6 months)
- Retirement Gratuities
- Sick leave to bridge to LTD where waiting period is greater than 131 days.

#### **Ongoing Provincial Working Groups:**

##### **Provincial Health and Safety Working Group: Topics may include:**

- Violence in the Workplace
- Occupational Health and Safety training
- Caring and Safe Schools as it relates to CUPE members
- Health and safety considerations in high risk areas of the school
- Any other matter raised by either party



#### **Early Childhood Educators Work Group (FDK)**

- Hours of work
- Prep time
- FDK class size
- Students with special needs
- Staffing Levels
- Professional collaboration and development
- Feasibility of establishing Itinerant Lead positions within the bargaining unit

#### **Central Labour Relations Committee: (similar to SWAG)**

- Medical Intervention Training
- Staffing for Supervision
- Violence Prevention Training Program
- Provision of information in order to provide provincial data on CUPE education workers
- Concerns re systemic issues re: sick leave and Short Term Disability Leave
- Any other issues which the parties bring to the committee

#### **Education Worker Diverse and Inclusive Workforce Committee:**

- The committee will explore and identify best practices that promote the continued development of positive, respectful work environments committed to equity, inclusion and diversity.
- Will identify best practices related to recruitment, promotion and retention of a diverse workforce.

#### **Violence Prevention Training:**

The Crown will pay for the development/purchase of a training program on the prevention of violence for employees whose core duties require them to work directly in contact with students who may pose a safety risk.

The training program will be made available to boards and CUPE no later than November 30, 2016.

The following points will be considered in developing the program:

Causes of violence

Factors that precipitate violence

Recognition of warning signs

Prevention of escalation

Controlling and defusing aggressive situations

Employee reporting obligations

CUPE will be involved in the development of this program.



### **Central Dispute Process:**

- Goal to expedite resolution to central disputes
- Sets out timelines, opportunity for mediation etc.
- Pre-determined list of arbitrators should either party take a dispute to arbitration
- Locals maintain the right to take grievances on central language through their existing grievance process
- Standard form developed for referral of disputes to the Central Dispute Resolution Committee

### **Union Representation:**

- Participation by a member on a provincial committee will not be charged against any caps in Collective agreements related to Union leaves.
- Negotiations Committee: at all central bargaining committee meetings the Union will be represented by the OSBCC negotiations committee.  
Professional Development
- Where money for PD is available for CUPE members, local school boards will consult with local CUPE representatives prior to finalizing and delivering the funded PD.

### **Voluntary Scheduled Unpaid Leave Days: (Offset)**

- The employer will designate 2 PD days in each of the 2015-2016 school year and the 2016-2017 years for Employees who wish to take the day off without pay.

### **No Reprisals:**

- There shall be no reprisals for any member who participated in the work-to rule action over the last two months. No member shall suffer any discrimination, harassment or any form of reprisal related to actions taken during the work-to-rule job action.

### **Ratification: \**

The parties shall endeavor to hold ratification votes in respect of Central Bargaining by December 4, 2015.