

CUPE Bargaining - Substantive Changes

#	Article	Substantive Changes												
	Wage Increases and Market Adjustments	<p>The Wage Schedule:</p> <ul style="list-style-type: none">September 1, 2024: 3% increase for all job classificationsSeptember 1, 2025: \$1.25 or 3%, whichever is greater, increase for all job classificationsSeptember 1, 2026: 3% increase for all job classificationsSeptember 1, 2027: \$1.25 or 3%, whichever is greater, increase for all job classifications												
LOU *NEW	Certified and Non-Certified EA Grid Restructure & Targeted Market Adjustments	<p>Effective Date of Ratification:</p> <ul style="list-style-type: none">Creation of a New <i>Education Assistant (Certified)</i> classification placed in Pay Group 3 (previously Pay Group 2)Creation of a New <i>Education Assistant (Special Program)</i>Rename <i>Education Assistant 2</i> to <i>Education Assistant (Non-certified)</i> which remains in Pay Group 2Rename <i>Education Assistant 1</i> to <i>Classroom Assistant</i> which remains in Pay Group 1Establishment of criteria for EAs to be “Deemed to be Certified”SLPAs moved from Pay Group 3 to Pay Group 4 <p>Legacy Adjustments for Current Staff:</p> <ul style="list-style-type: none">All current EA 1’s will move to Pay Group 2All current EA 2’s will move to Pay Group 3 and be deemed EA (Certified)Effective date of ratification <table><tr><th>Title</th><th>Pay Group</th></tr><tr><td>Education Assistant 1 Classroom Assistant</td><td>1</td></tr><tr><td>Education Assistant 2 Education Assistant (Non-certified)</td><td>2</td></tr><tr><td>Education Assistant 2 Education Assistant (Certified) / Education Assistant (Specialized Programs)</td><td>2 3</td></tr><tr><td>Education Specialist</td><td>4 5</td></tr><tr><td>Speech Language Assistant</td><td>3 4</td></tr></table>	Title	Pay Group	Education Assistant 1 Classroom Assistant	1	Education Assistant 2 Education Assistant (Non-certified)	2	Education Assistant 2 Education Assistant (Certified) / Education Assistant (Specialized Programs)	2 3	Education Specialist	4 5	Speech Language Assistant	3 4
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1	Term	4 Years - from Sept 1, 2024 to Aug 31, 2028
2	Scope	Effective Sept 2026 all temporary employees will receive Sick Leave provisions of the Collective Agreement following completion of the third consecutive month of service.
5	Union Recognition	The Union will be provided 30 minutes during division orientation/PD to meet with and orientate new CUPE members
8	Probationary Period	Clarification that for the probationary period of an employee to be extended by mutual agreement, such agreement must occur between the Union and Employer.
15	Job Opportunities	<p>Clarification around how job vacancies will be filled from within the bargaining unit “provided internal candidates meet the required qualifications, skills, training and performance. Performance will be based on documented, objective feedback that has been previously provided...”</p> <p>Additional language added that where an internal candidate is not selected, the Employer shall provide written rationale upon an Employee’s request.</p>
19	Named Holidays	<p>National Day of Truth and Reconciliation added to the list of recognized paid holidays.</p> <p>Addition of proclamation language: <i>And any other day public holiday proclaimed by the Provincial Government.</i></p>
23	Health Plan Benefits	<p>Addition of Vision Coverage:</p> <ul style="list-style-type: none"> • \$400 every 24 months per eligible plan member <p>Inclusion of clarifying language:</p> <ul style="list-style-type: none"> • A Health Spending Account/Personal Wellness Account of \$900 per year with 1 year carry over.
LOU #2	Job Description Review	PSD and CUPE have agreed to extend a Letter of Understanding around a joint committee to review job descriptions and will meet within 30 days of ratification.
LOU *NEW	No Harassment and Discrimination	CUPE and the Employer agree to meet to discuss the implications of the <i>Education Amendment Act</i> (formerly Bill 27) on the work of the bargaining unit, following the issuance of regulations on amendments made to the <i>Education Act</i> .

Return to Work Provisions

CUPE and PSD have also entered into a "Return to Work Agreement" respecting the return of CUPE staff on strike. Substantive provisions of the agreement include:

- The agreement comes into force upon the date of the ratification of the Memorandum of Agreement and will remain in force and effect until **March 31, 2026**.
- All returning employees shall uphold professional standards that reflect our commitment to a positive, safe and respectful workplace.
- The Employer agrees that no disciplinary measures shall be taken against members who were on strike for lawful actions taken during the strike and up to the time of signing this Agreement.
- If permitted by the pension plan and subject to its terms and conditions, reinstated employees may buy back pensionable earnings in respect of the period of the strike. If applicable, the costs will be covered fully by the employee.
- The Employer will resume responsibility for the cost of the Employer portion of benefit premiums effective the date of return to work. The Union will pay any outstanding invoices for benefit premiums for the period that staff were on strike.
- One and a half (1.5) "Lieu Days" will be deemed to have accrued during the strike period for full-time employees. This will be prorated for part-time employees. Such days will expire on March 31, 2026 and not be paid out. Use of such time shall be subject to approval based upon operational requirements.
- The Employer will release up to 6 employees on union leave for 1 week following the end of the strike period, to be payable by the union to see to union business as a result of the strike. The Union will confirm the dates of these leaves within 5 days of returning to work and will endeavour to give as much notice as possible. Names and duration of leaves will be provided by CUPE Local 5543.