

CUPE  
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## Celebrating our successes – sharing our stories

Locals sharing their success stories was one of the most popular sessions at the OSBCU convention in March. There was a lot to boast about from your experiences of getting the best deal for your members and lots of takeaways for other locals. The accounts are reproduced here to inspire and inform!

### **How an undervalued job classification got a 21% pay increase**

**Local: CUPE 5100**

**Contact: Jenn Faulkner (president)**

**Employer: Grand Erie District School Board**

*CUPE 5100 used a market-value review to back a wage increase for an underpaid job class.*

Our local's 2012-14 collective agreement gave us the power to investigate any "specialized job" category that was being paid below market value.

Five CUPE members, computer analysts by Grand Erie DSB, approached the local leadership about investigating the wage rate for their jobs. Computer analysts were leaving Grand Erie DSB to take positions with surrounding school boards and employers; some posts had been vacant for over a year because the board couldn't attract qualified candidates. CUPE member were continually working short-staffed and weren't able to deliver adequate levels of service.



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With the help of the OSBCC chair and CUPE's coordinator and researcher, our local undertook a market value review of the position. We researched and gathered the wage rates for computer analysts and their job duties from other CUPE locals, school boards and surrounding employers, including the City of Brantford.

The process was neither easy nor fast. We prepared spreadsheets and supporting documents to prove that wage rates for computer analysts at Grand Erie DSB were too low; we also made the case that increasing the rates would allow the board to fill vacancies that had been unfilled. Higher pay for those jobs would also cut recruitment and training costs and lower staff turnover.

As it turned out, the board's managers were debating something similar: they asked for a meeting with the local to discuss the difficulty in attracting and keeping computer analysts at the board. At that meeting, they proposed a 21 per cent increase in the hourly rate for the job. Because we had done our own research and comparisons, we knew that was a fair offer and agreed to a letter of understanding to increase the wage rate for the computer analyst position from September 1.



*Jenn Faulkner, President, CUPE 5100*

Our success on behalf of this group of workers has triggered requests by members in other classifications. If and when we can make the same claims – based on the ability to attract candidates, retain staff, and local wage rates for jobs with similar duties – we will pursue a similar strategy.

## **Making collaborative professionalism a reality at Hamilton-Wentworth CDSB**

**Local: CUPE 3396**

**Contact: Christine Bartnik (Vice-president)**

**Employer: Hamilton-Wentworth Catholic District School Board**

*CUPE 3396 applied the abstract ideas from a Ministry of Education memo into concrete actions for its members.*

Educational Assistants (EAs) play a crucial role in the success of students who require special education services and have Individual Education Plans (IEPs). But at Hamilton-Wentworth Catholic District School Board (HWCDSB), our members were denied access to these plans and the important information they hold – information that is critical not just to students' achievement, but to ensuring the well-being of all students and staff.

We knew the board's approach went against a 2016 memo from the Ministry of Education on Collaborative Professionalism (PPM 159). This memo clearly expresses that all professionals, at all levels in the education system, must work together to share knowledge, skills and experience to improve student achievement.

We used PPM 159 as the basis for our argument that EAs must be allowed full access to a student's IEP. Our local demonstrated to HWCDSB that the principles of collaborative



*Christine Bartnik, Vice-President, CUPE 3396*

professionalism required EAs to be full partners in the development, communication and information-sharing of students' IEPs.

One concrete example was the removal of a slide from the Behaviour Management Systems training module. The module stipulated that only teachers would have access to students' IEPs and safety plans. After CUPE 3396's intervention, this reference was removed from the video and the guide book permanently.

All information in a student's IEP is now available to any EA who could be assigned to work with that student. Staff who may need information about a student now are invited to view that student's IEP and add their own views to it. SERTs (Special Education

Resource Teachers) now share safety plans with the entire team of EAs; input from educational assistants is welcomed and incorporated into IEPs. The board even purchased more licences to the IEP software SPEDASSIST to facilitate our access.

Applying collaborative professionalism to our labour-management practices also led to productive conversations between the union and the board's Superintendent of Special Education, Director of Education and senior Human Resources staff.

In fact, CUPE 3396 was recently part of a delegation from the HWCDSB to a meeting on collaborative professionalism, hosted in London, Ontario by the Ministry of Education. They spoke to the philosophical idea and a soft rollout.

## **Cutting time and costs of arbitrations**

**Local: CUPE 4400**

**Contact: Dave Smith (Vice-president)**

**Employer: Toronto District School Board**

*CUPE 4400 developed a system of expedited arbitration to streamline the process and win speedier awards and decisions for CUPE members.*

Just as it is for many other locals, the arbitration process at CUPE 4400 was plagued with long delays, huge backlogs and high costs.

The Toronto District School Board (TDSB), the local, and CUPE 4400 members sometimes had to wait months or years before even starting an arbitration hearing. Even then, the hearing might be stopped in its tracks because one of the parties requested an unnecessary adjournment. When this happened, especially on the first day of a hearing, it could mean up to another year of delay and thousands of dollars in costs thrown away. And always, the arbitrator had to be paid, even on days when nothing happened at arbitration.

A lengthy arbitration process also created an overwhelming workload for union representatives and board staff alike; too much work and delay around arbitrations only meant in more delays for processing grievances. Both TDSB and CUPE 4400 were tired and frustrated about the time it took for grievances to be resolved – not to mention the fact that CUPE members

deserve a fair and timely resolution to their grievances; they should also be able to have confidence in the arbitration process. Too often, though arbitrations were marked by frustration and lengthy delays that didn't seem to produce satisfactory outcomes.

To tackle this huge backlog of grievances and excessive timelines and to get some settlements for our members, CUPE 4400 developed a system of expedited arbitration at TDSB.

We began by requiring that evidence for arbitrations be prepared in advance and in writing. This guarantees that everyone knows their case and the case against them; it allows the hearing to proceed very efficiently.

We have also started two new processes: the first includes a lead arbitrator, who can be used by either party to require the other to produce documents and anything else that the other side may request; this lead arbitrator may decide in favor of the request or not.

The new added part is LTDI (Long-Term Disability Insurance), which includes documents that will assist the member and the steward or other union rep in preparing the best possible case for a member.

Cases that might previously have taken several days to arbitrate can now be done efficiently, without wasting the arbitrator's time. Settlements are more likely to be achieved because the



*Dave Smith, Vice-President, CUPE 4400*

parties know that the hearing will definitely take place and be completed in a short time frame, instead of languishing for years.

## Using Ontario's law to protect our jobs

**Local: CUPE 4340**

**Contact: Sylvain Piché (President)**

**Employer: Le Conseil scolaire catholique MonAvenir (formerly Le Conseil Scolaire de District Catholique Centre-Sud (CSDCCS))**

Our members were losing work to outside caretakers, who were contracted to clean the independent child care centres operating in the board's schools. Contracted-out caretakers were also performing custodial duties outside school hours.

We used the grievance process and Ontario law to fight back against this form of contracting out.

In October 2015, we filed a group grievance against contracting out at Conseil Scolaire de District Catholique Centre-Sud (now Le Conseil scolaire catholique MonAvenir). The basis of our grievance was the provision in our contract that states our board will not employ workers to perform any caretaking duties if they were not members of our bargaining unit.

The basis for the group grievance was our claim that that the practices used by the contract cleaners and caretakers violated Ontario's Occupational Health and Safety Act.

We had several arguments to support our grievance:

1. Regulation 243 (Ontario Regulation 243/07 of the Safe Drinking Water Act 2002) regarding daily and weekly water flushing.
2. Transfer of legal liability.
3. Proper building maintenance during activities outside of school hours.

Of course, the board denied the grievances we submitted.

But we were very sure of our grounds, so we followed all the necessary step that would take the grievance to arbitration. Finally, at the last minute, the school board dropped its objections and everything was resolved amicably and with the agreement of the union. We added elements to



*Yves Letarte, Treasurer, CUPE 4340*

the written settlement; the main points of the settlement are:

1. All union dues from 2014 to 2018 are to be paid to the local to compensate for dues lost to contracted-out work.
2. An end the contracting out on August 31, 2018 or once existing outside contracts expire.
3. 100% Replacement of caretakers when they're on vacation throughout the summer season.
4. Maintenance of day care centres and summer camps will be carried out by CUPE members.

Our grievance also had an effect on events in schools that require permits and licences. Here are a few of the gains we made:

1. A permit is required for each activity; at all times, the school principal will ensure that all work is carried out according to the rules set out in Administrative Directive 11.1.
2. Management must ensure supervision and adequate maintenance of school facilities.
3. A CUPE caretaker will be given a minimum of 3 hours' work in schools that require daily water flushing (O. Reg. 243).
4. When there are activities on school premises, caretaking costs will be charged as per the collective agreement.
5. CUPE Caretakers have 30 minutes before doors-open and 30 minutes post-activities to allow us to carry out all duties that are part of our regularly scheduled work. We also have 60 minutes to carry out our caretaking duties before and after events that require permits for 100 persons or more.

We were also successful in convincing private child care operators who run day care centres in our schools to use CUPE members' custodial services. CUPE 4340 met some of the centres' administrators to promote the work that our caretakers do, as well as the advantages of using our services. We demonstrated to them that CUPE caretakers would give them more flexibility during their centres' hours of operation – in other words, better services at a better price.

Some child care operators then contracted with the board for custodial services from CUPE members and we expect all child care centres in the board's schools to follow suit over time.

## **Expanding pension eligibility**

**Local: CUPE 4168**

**Contact: Suzanne Mills (President)**

**Employer: St. Clair Catholic District School Board**

*Eliminating the two-year wait to become eligible to join OMERS made a huge difference to CUPE 4168 members.*

Belonging to a pension plan is a fundamental benefit for union members. Yet out of all the years that I've been president and vice-president of CUPE 4168, my fellow local leaders and I have



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been concerned by the fact that most of our members were not eligible for automatic enrollment in the Ontario Municipal Employees Retirement System (OMERS) pension plan.

According to OMERS' rules, full-time employees automatically become members of the pension plan. But complicated and difficult eligibility requirements apply to non-full-time employees – and in the eyes of OMERS, those of us who work on 10-month contracts are non-full-time. What's more, to be eligible to join, we had to work in both the previous two calendar years with an OMERS participating employer.

At St. Clair Catholic District School Board (DSB), 90 per cent of CUPE 4168 members work ten months per year, with regular layoffs over summer, spring break and Christmas holidays. So most of CUPE 4168's members were excluded from automatic membership in the OMERS plan.



*Suzanne Mills, President, CUPE 4168*

However, we do have language in our collective agreement language that identifies CUPE members as permanent, full-time employees if they are employed 10 months of the year and work 30 hours or more per week.

Our OMERS representative confirmed that OMERS would waive the conditions for non-full-time workers if the St. Clair Catholic DSB confirmed that CUPE 4168 members were in fact full-time employees.

So we went to our board and asked them to contact OMERS to confirm that CUPE members on 10-month contracts were permanent full time

workers and therefore eligible for OMERS plan immediately upon hire. We backed up our demand by stating that if board didn't agree to our request, the local would file a grievance. But our board agreed, contacted OMERS and made the change.

Now all 10-month full-time employees who weren't yet eligible for membership in the OMERS plan have been offered enrolment. And from this time forward, upon hire, any new full time 10-month employees belong to the OMERS plan right away.

That's how we succeeded in getting pension plan membership for as many CUPE 4168 members as possible. The way we see it, expanding automatic membership in the OMERS plan not only gives our members more retirement security, but their contributions help to ensure plan's health, too.

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