

February 21, 2025

Dear Sturgeon Public families and staff,

As a follow up to the <u>letter sent on February 14, 2025</u>, we are providing an update on our ongoing negotiations with CUPE Local 4625. Unfortunately, **we appear to be at an impasse,** and CUPE National has not demonstrated a willingness to work with the Division to find a reasonable resolution to end the labour action.

On Tuesday, February 18, 2025, the Division received CUPE Local 4625's counterproposal (attached) which was submitted by the CUPE National Representative. The Division's Bargaining committee met to review the counterproposal and was extremely disappointed in the large difference that still exists between the two.

CUPE's Counterproposal (February 18, 2025 - 9:13 a.m. - Attached)

The School Division feels the Union's counterproposal does not address our employees' interests and instead is a 'cut and paste' of proposals from other bargaining tables across the province. Many of these additions substantially increase costs, which has us seriously concerned that CUPE National is more interested in a broader agenda than the local needs of our staff and communities.

Key concerns include:

- A short-term agreement (only 1.5 years), which does not provide long-term stability for students, families or staff
- Multiple new proposals that are clearly part of a CUPE National Strategy
- A financial impact that would necessitate a 47% reduction in CUPE positions over the next year

Division Response (February 19, 2025 - 3:14 p.m. - Attached)

On February 19, 2025, the Division formally responded, reaffirming our offer, which is based on market data and our local context. We continue to invite CUPE Local 4625 to present a counterproposal that reflects these factors, considering settlements reached in nearby municipalities and with CUPE Local 474 at Edmonton Public Schools.

The Division is deeply disappointed that an agreement could not be reached, and as a result, the strike will continue. This is not the outcome the Division had hoped for and we recognize the ongoing challenges this situation creates for students, families and staff.





Next Steps & Information

The Division remains open to receiving a counterproposal from CUPE Local 4625 that aligns with reasonable market expectations and ensures long-term sustainability. We urge the Union to consider the broader impact of this ongoing job action on all stakeholders.

To ensure that all Sturgeon Public families, staff and community members have access to accurate and up-to-date information, we encourage you to visit our **Labour Action Updates** page.

We will continue to provide updates as new developments arise. Thank you for your patience and understanding during this challenging time.

Sincerely.

Shawna Warren M.Ed.

Superintendent

Attachments:

1. Summary of Proposals

2. CUPE Local 4625 Counterproposal

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Summary of Proposals

Mediator Report	Employer Proposal	CUPE National Counter Proposal				
PAY CLASSIFICATIONS & PAY SCALES						
Total Compounded Wage Increase of 3.26%	Compounded 18.25%	Compounded 35% to 60%				
EMPLOYEE BENEFITS						
92% Employer Covered Health Spending Account \$550	92% Employer Covered Health Spending Account \$550	100% Employer Covered Health Spending Account \$550				
LEAVES OF ABSENCE						
Personal Days: Staff will have the ability to carry forward an additional personal day, allowing them to accumulate up to three personal days.	Personal Days: Staff will have the ability to carry forward an additional personal day, allowing them to accumulate up to three personal days.	Personal Days: Staff will have the ability to carry forward an additional personal day, allowing them to accumulate up to three personal days.				
	GENERAL HOLIDAYS					
The addition of National Day for Truth and Reconciliation as a general holiday.	The addition of National Day for Truth and Reconciliation as a general holiday.	The addition of National Day for Truth and Reconciliation as a general holiday.				
MINIMUM HOURS PER DAY						
None	None	All Permanent Full Time Employees hours shall increase by 30 minutes to 7 hours.				
DURATION AND TERM OF AGREEMENT						
-0.5 Years	3.5 Years	1.5 years				
TOTAL COST						
\$0.3 Million for an expired agreement	\$1.4 Million over 3.5 years	\$4.3 million dollars over 1.5 Years				
3% reduction of CUPE staff.	15% reduction of CUPE staff	47% reduction of CUPE staff				

Sent: February 18, 2025 9:13 AM

Subject: CUPE Local 4625 - Counterproposal - 2025 02 17

CAUTION: This email originated from outside the Division. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Lisa,

I've attached the union's counterproposal package for you.

A few notes:

Best,

- One of our concerns about moving beyond the previously discussed term ending in 2024 was that we would be bypassing CUPE's usual democratic bargaining process, which involves surveying the membership and building their feedback into proposals. The last proposals were drafted in 2020.
- Having said this, we spent much of Friday and this weekend discussing how we
 could proceed with a counter-reply that considered expanding the scope of the
 previously discussed terms.
- If this were a new bargaining round, we'd have brought more proposals than in this
 reply package. This package reflects a scaled-down approach that aims to balance
 the interests of the local membership while also recognizing that our goal is to
 reach a tentative agreement as soon as possible.
- We are available and willing to meet anytime to bargain.

Please let me know if you have any questions.

Aiden			

Subject: RE: CUPE Local 4625 - Counterproposal - 2025 02 17

Date: February 19, 2025 3:14:00 PM

Attachments: image001.png image002.png

Hi Aiden.

Thank you for submitting your counter proposal for consideration. Our bargaining committee has reviewed Local 4625's proposal and can offer the following comments:

- We are disappointed that Local 4625 is clearly more interested in supporting a National CUPE agenda than coming to the table with a meaningful proposal to end this prolonged job action.
- You mention that the NEW proposals being brought forward for the first time are
 'bypassing CUPE's usual democratic process', but in talking with our colleagues
 across the province also bargaining with CUPE, we note that all of these proposals
 have been brought forward at most of the other CUPE tables across the province as
 well many of them being 'word for word/copy and paste' identical to what you have
 proposed.
- We find it extremely disingenuous and disrespectful to our relationship with our employees that their National union would interfere in their bargaining in such a significant way.
- This reaction extends to the SAME monetary proposal CUPE has brought to our table the same proposal brought forward with Local 3550 and at both Fort McMurray school boards. While Sturgeon Public Schools has presented a settlement proposal that aligns with the trend, adjusts for our market conditions, and acknowledges settlements achieved with Local 474, National CUPE continues to insist on presenting us with unreasonable and unsustainable increases that would result in significant staffing reductions in our schools.
- The difference in our expectations on what is a reasonable settlement with what you have put forward is staggering:

	Mediator	Sturgeon Public	CUPE Local 4625	
	Recommendation	Schools (SPS) Offer	Counter February	
	September 2024	February 2025	2025	
Term	EXPIRED – Done August 2024	+ 3.5 years from today – August 2028	+ 1.5 years from today – August 2026	
% Increase	3.26%	18.25%	35% to 60%	
Cumulative				
September 1, 2025	3%	15%	47%	

estimated CUPE staff		
reductions		

- The CUPE counter reduces the stability of the contract, and is 16.75% to 41.75% more than SPS, an unreasonable position not based on the market.
- We are also confused because these settlement expectations do not align with the settlements CUPE has achieved at other tables outside of Education:

Employer	2021	2022	2023	2024	2025	2026	2027
Sturgeon Public Schools – Proposal to Local 4625	0%	0%	0%	2.75%	9%	2.75%	2.5%
Town of Morinville CUPE 2426	0%	0%	1.5%	2.25%			
Westlock County CUPE 3007	0%	1.5%	1.5%	1.25%	1.75%	2%	
City of St. Albert CUPE 941	1.25%	0%	1%	1.5%	2%		
City of Fort Saskatchewan CUPE 30	0%	1.5%	2%	2%	2%	2.5%	
City of Edmonton CUPE 30	0%	1%	2%				
Lac Ste. Anne County CUPE 1920	0%	3.75%	1.5%	3%	2%	2.5%	

• We are also concerned that the Union is only seeking a further 1.5 year deal – until August 31, 2026; we think it is in everyone's best interest to secure a deal that allows the parties the opportunity to work together with some certainty for the students in our classrooms. Given that the parties have been in active bargaining for nearly the past 3 years, it does not seem reasonable to agree with the short term proposed by the union.

Should Local 4625 be interested in seeking a settlement that aligns with reasonable market expectations and will ensure the sustainability to offer the best support for the students in our classrooms, we would be more than happy to continue discussions.

Thank you,

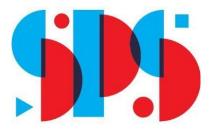
Lisa

UNION'S PROPOSED AMENDMENTS

TO THE

Collective Agreement

between



Sturgeon Public Schools

and



LOCAL 4625

Expiry: December 31, 2023XX

Union Ingoing Proposal – June 27, 2022

Note:

These proposals are tabled without prejudice to the Union's interpretation of any article in the Collective Agreement and without prejudice to the Union's subsequent proposals, amendments, submissions and/or withdrawals thereof during collective bargaining.

The layout of these proposals has been arrived at for the purpose of ease of reference only. Any clause/article printed separately on any page does not denote that it is necessarily the Union's intention to negotiate it in isolation of any other proposal.

The Union reserves the right to amend, add to, or delete its negotiations' proposals. (Subject to Errors or Omissions)

Unless modified in bargaining and signed off by the Parties all current provisions of the existing collective agreement language and letters of understanding between them shall remain in effect and form part of the renewal agreement when ratified.

Any agreement is subject to the Union's ratification process.

Also please note:

- Proposed changes to the collective agreements are identified as follows:
 - New language is shown in blue bold type.
 - Language to be deleted or amended is shown with an orange line striking through the applicable text.
 - Explanations are shown with ###.
 - Notes are shown with *
- The Union reserves the right to alter, amend, or withdraw, in whole or in part, these proposals during Collective bargaining.
- Articles not addressed by the Union remain as per the Collective Agreement between the parties.
- Some of the proposed changes may require consequential amendments throughout the Collective Agreement.

ARTICLE 2 DURATION AND TERM OF COLLECTIVE AGREEMENT

2.1 This Agreement will be in full force and effect from the date of execution hereof until August 31, 2020 2026 unless otherwise specifically provided for in the Agreement.

Union Ingoing Proposal – June 27, 2022

ARTICLE 10 PAY CLASSIFICATIONS & PAY SCALES

2020-2021: \$2.00/hour 2021-2022: \$2.00/hour 2022-2023: \$2.00/hour 2023-2024: \$2.00/hour

Union Counter Proposal – February 17, 2025

- 2.75% General Wage Increase retroactive to September 1, 2023
- Removal of the first step of the pay grid
- 3% Market Adjustment for all classifications in Collective Agreement at ratification
- Sept 1, 2024: \$3.50/hourSept 1, 2025: \$3.50/hour

Union Ingoing Proposal – February 17, 2025

ARTICLE 12 GENERAL HOLIDAYS

12.1 All employees will receive the following holidays with pay provided the relevant provisions of the Employment Standards Code are met:

New Year's Day Labour Day

Alberta Family Day National Day for Truth and Reconciliation

Good Friday Thanksgiving Day
Easter Monday Remembrance Day
Victoria Day Christmas Day
Canada Day Boxing Day

^{*}Any retroactive payments will be processed within 30 Calendar Days of ratification of a new collective agreement.

ARTICLE 16 EMPLOYEE BENEFITS

- 16.1 Participation in the Extended Disability and Life Insurance Plans will be a condition of employment for all employees working twenty (20) hours or more per week in a permanent position or a temporary position greater than three (3) months duration.
 - 16.1.1 The Employer will administer a Life Insurance Plan and will pay the premiums to a maximum of 90%-100% of the cost of the premiums. Effective the first day of the month following ratification, the Employer will administer a Life Insurance Plan and will pay the premiums to a maximum of 92% of the cost of the premiums.
 - 16.1.2 The Employer will administer an Extended Disability Plan and will pay the premiums to a maximum of 90-100% of the cost of the premiums. Effective the first day of the month following ratification, the Employer will administer an Extended Disability Plan and will pay the premiums to a maximum of 92% of the cost of the premiums.
- 16.2 Participation in Dental Care will be a condition of employment for all employees working twenty (20) hours or more per week, except an employee may waive participation by stating that they have coverage through their spouse.
- 16.2.1 The Employer will administer a Dental Care plan and will pay the premiums to a maximum of 90-100% of the cost of the premiums. Effective the first day of the month following ratification, the Employer will administer a Dental Care plan and will pay the premiums to a maximum of 92% of the cost of the premiums.
- 16.3 The Employer will administer an Extended Health Care Plan and will pay 90 100% of the cost of the premiums. Effective the first day of the month following ratification, the Employer will administer an Extended Health Care Plan and will pay 92% of the cost of the premiums.
- 16.4 The Employer will administer the Alberta Health Care Insurance Plan for all employees who register in that plan and will pay the premiums to a maximum of 90% of the cost of the premiums
- The Employer will provide for each employee working twenty (20) hours or more per week a Health Spending Account that adheres to Revenue Canada requirements. The Health Spending Account will be \$385-\$550 per full-time employee and administered for other employees in accordance with 16.6 of this Agreement. Effective the first day of the month following ratification, the Health Spending Account will be \$450 per full-time employee and administered for other employees in accordance with 16.6 of this Agreement.
- 16.6 The amount of premiums payable by The Employer for those hired on a part-time basis will be pro-rated, except for part-time continuous employees in the 0.9 0.99 FTE range.

- 16.7 The benefits provided in this section of the plan are deemed to include any and all of the employee portion of an employer rate reduction provided under the Employment Insurance Act. This will apply retroactively to the benefits provided under all previous agreements between the parties.
- **16.8** Health Care Benefits coverage and premium subsidy ends on the date an employee resigns or on the date of termination of employment.

ARTICLE 20 LEAVES OF ABSENCE

20.6.1

20.6.1.4 For one (1) operational day for other personal reasons. Unused days may be accumulated to a maximum of two (2) three (3) days. Such leave will not be used to extend a vacation period or a long weekend without the prior approval of the Employer. The number of employees accessing this Clause from a school on any one day will not exceed 20% of the school's support staff. Leaves under this Clause will be granted on a first come first served basis.

Union Counter Proposal -February 17, 2025

XX.X1 - Technological and Procedural Changes

In the event of proposed technological change, such as the introduction of policies and practices including equipment, software, etc., which will affect continual employment or substantially alter the working situation of members of the bargaining unit, the Employer agrees to notify in writing and consult with the bargaining unit at least sixty (60) days prior to the introduction of a technological change, with a description of the project it intends to carry out, and foreseeable effects and repercussions on Employees. When new or greater skills are required than are already possessed by affected Employees under the present method of operations, such Employees shall be trained, at the expense of the Employer, and be given a period of time not to exceed one year, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in pay upon being re-classified in the new position.

XX.X2 - Minimum Number of Hours per Day

All Permanent Full Time Employees shall be offered a position of seven (7) hours per day and thirty-five (35) hours per week.

- a) Over and above the school instructional time, extra time will be used for collaborative planning and preparation to a maximum of thirty (30) minutes per day for all Full Time Employees.
- b) If the Full Time Employee does not agree to work seven (7) hours per day and thirty-five (35) hours per week, a signed waiver and agreement between the Employee, Employer, and the Union to reduced hours must be kept in their personnel file. The Employee will be given the opportunity to revisit and/or change this waiver, with the approval of their Principal and/or designate and the Union before the commencement of the next school year.
- c) No Employee shall suffer repercussions due to a request for less hours.
- d) All new postings will reflect 7 hours (35 hours/week) every instructional day.

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XX.X3 - Workplace Safety Training

The Employer agrees to take all reasonable steps to protect Employees from workplace violence.

Training will continue to be required for all staff who work directly, on a regular basis, with students whose behaviour present a risk of injury to themselves or others. Training will be provided prior to being assigned to work with such students unless other staff members who are trained and continuously in the classroom can safely supervise the student who presents a risk of injury and will be updated every two years or less provided the staff continue to work directly on a regular basis with students whose behaviours present a risk of injury to themselves or others. Should a student's support requirements change and require additional or alternative training, it shall be provided within thirty (30) days of the alteration to the required supports.

XX.X4 - Workplace Violence - Safety Assessments

The Employer is committed to creating a safe, nurturing, positive learning and working environment, free of workplace violence, where every individual is treated with dignity and respect.

The Employer shall assess the risks of workplace violence as often as necessary, but at least annually prior to the new school year, to determine if the measures and procedures in place continue to protect employees from workplace violence. Instructions shall be provided to employees, on an ongoing basis, regarding the risks of workplace violence. If an assessment or reassessment determines that additional measures and procedures are required, the Division shall promptly implement the measures and procedures and provide employees with the information and instruction in the circumstance.

The results of an assessment or reassessment of the risks of workplace violence shall be shared with the joint health and safety committee or the health and safety representative.

Union Counter Proposal -February 17, 2025

XX.X5 - Workplace Violence - Safety Plans

The parties recognize that students exhibiting violent behaviour may pose a health and safety concern for employees and other students. The parties recognize that employees have the right to receive information and instruction about the risks of workplace violence and how to protect their psychological and physical health and safety.

The Employer shall provide an employee with a safety plan related to the risks of workplace violence from a person with a history of violent behaviour if the employee:

- can be expected to encounter that person in the course of their work; and
- the encounter is likely to result in workplace violence.

For greater clarity, a safety plan means information, including personal information, about the person with a history of violence, with written instructions on the measures and procedures necessary to protect the employee's health and safety. The Employer is not required to provide more personal information than is reasonably necessary to protect the employee from workplace violence.

For greater clarity, the course of their work includes employee encounters that can be expected outside of a classroom (e.g., a library, office, the schoolyard, and/or on field trips, etc.).

All staff members who work on an ongoing basis with a student whose behaviour presents a serious risk of injury shall be involved in the development of the Safety Plan. The Employer will advise Principals and managers that they are required to provide time within the scheduled workday for employees to review the most recent safety plans during the first week of school and when safety plans are implemented or updated during the school year. This review can also occur on the professional development days scheduled prior to the start of the school year, or if professional development days are not scheduled prior to the start of the school year, the parties shall discuss arrangements for staff to conduct this review on a day prior to the start of the school year and to take time off in lieu of a scheduled professional development day during the school year.

The Employer will advise Principals and managers that they are to reasonably support staff following a violent incident, including support of online reporting by staff, debriefing and, if necessary, supporting the wellness needs of employees. Time will be provided during the workday to complete reports or updates to safety plans.

Union Counter Proposal -February 17, 2025

XX.X6 – Cost of Living Adjustment (COLA)

During the period of this agreement, a cost-of-living calculation will be made on a quarterly basis equal to the all-items CPI (2002=100) for Alberta as soon as data is published by Statistics Canada. Adjustments will be added to all wages quarterly on the first Monday of the month after the data is available from Statistics Canada. Hourly wages will also be adjusted upward on May 1 of each year by 25 cents.

Letter of Understanding - Job Evaluation

The parties agree to negotiate a Joint Job Evaluation Program, including a Terms of Reference document establishing the terms and conditions of this process. These Terms of Reference will form part of the collective agreement.

The parties shall establish a Joint Job Evaluation Committee within thirty (30) days following the signing of this collective agreement.

The program shall be completed no later than ______.

Implementation of the Joint Job Evaluation Program results is subject to negotiations between the union and employer and ratification by both parties.

The cost of the job evaluation program will be borne by the Employer.