

FILE 1608

IN THE MATTER OF THE LABOUR RELATIONS CODE

AND A DISPUTE BETWEEN

ALBERTA UNION OF PROVINCIAL EMPLOYEES

And

EDMONTON CATHOLIC SCHOOL DIVISION

MEDIATOR'S RECOMMENDED TERMS OF SETTLEMENT

August 18, 2022

Klaus Opatril, Mediator

IN THE MATTER OF The Labour Relations Code and a dispute between the Alberta Union of Provincial Employees and Edmonton Catholic School Division.

The bargaining unit in this matter consists of employees providing services to the Employer in a number of ways. The parties met on a number of occasions throughout 2020, 2021 and 2022 but could not reach an agreement. An joint application for the services of a mediator was filed on 2022 05 24 and I was appointed on 2022 06 08.

I parties met with the mediator on August 15 and 16, 2022 to outline their respective positions. We were unable to reach agreement.

I believe that a Mediator's Recommended Terms of Settlement is the next appropriate step in moving this matter to resolution. I make these recommendations for settlement of all issues in dispute. The recommendation includes all items agreed to in writing by the parties prior to or during mediation.

I hope that both negotiating committees and their respective constituents and principals give serious consideration to this document. I believe that it reflects a workable solution to the items in dispute and that it can provide a resolution which I know both parties desire.

Ratification by the Parties

It is understood that this Recommendation is subject to ratification by both Parties and that non-acceptance of the contents by either shall nullify the positions set out herein.

Changes for the collective agreement are indicated by bold type. Deletions are indicated by a strike through. Any provisions not addressed in the previously agreed items or in this recommendation are to remain as in the current agreement or outside the collective agreement.

ARTICLE 3 JURISDICTION AND RECOGNITION
 CONTRACTED SERVICES

3.06(c) Notice of possible outsourcing shall be provided as soon as possible to the Union Chapter Chair

ARTICLE 9 WAGES AND RATES OF PAY

9.06 When a continuous Employee is temporarily assigned the responsibilities of a higher paying position for longer than five (5) consecutive working days, during which time she ~~she~~ **the Employee** may also be required to perform some of the duties of her ~~her~~ **the** regular position, the Employee shall receive the rate of pay for the position in which they are acting effective the sixth (6th) working day in that position.

9.07 NEW OR ALTERED CLASSIFICATIONS

- (a) If the Employer creates a new position or significantly alters a position within the bargaining unit, it shall give written notice to the Union. Such notice shall include the new or altered job description, the proposed salary structure, and the rationale for the new/altered position including relevant wage comparators if applicable.**
- (b) If the Union fails to object in writing within thirty (30) days of receipt of the notice from the Employer, the salary structure shall be considered as established.**
- (c) If the Union objects to the salary structure established by the Employer and the parties mutually agree to revise the salary structure, the revised salary structure shall be retroactive to the date the new position was implemented.**
- (d) Failing resolution of the matter by mutual agreement, within a further thirty (30) days of receipt of the notice from the Employer, it may be referred to the grievance procedure. By mutual agreement, the matter may be referred directly to arbitration.**

ARTICLE 10 NAMED HOLIDAYS

10.01(b) The Board will determine when the Christmas Float Holiday (**three paid days**) will be observed so as to insure that the efficient operation of the Schools will be maintained. This Christmas Float

Holiday shall be observed during the regular Christmas school holiday period, and

ARTICLE 11 VACATIONS

11.04(e) Maintenance and Trades employees taking annual vacation during the period when schools are in operation shall receive an additional one (1) extra day for each full week of vacation (means five [5] consecutive days) taken during that period based upon Clause 11.03. These additional days bonus shall be added to the employee's normal vacation entitlement based upon Clause 11.03.

LETTER OF UNDERSTANDING #1 RE: SUPPLEMENTAL VACATION

Delete ~~Letter of Understanding #1~~

ARTICLE 13 SICK LEAVE

13.01(d)(iv) The supervisor will not normally require proof of illness. Where proof of illness is required, the supervisor will consult with Human Resource Services first. If there is a cost for such documentation, reimbursement for such cost shall be provided.

ARTICLE 19 EMPLOYEE BENEFITS

19.02(i) Paramedical coverage including, but not limited to the following with no per visit maximum per participant each benefit year for the following practitioners:

- (i) Chiropractor up to \$500 per year**
- (ii) Massage Therapist up to \$100 per year**
- (iii) Naturopath \$100 per year**
- (iv) Osteopath \$500 per year**
- (v) Physiotherapist \$500 per year**
- (vi) Podiatrist/Chiropodist \$500 per year**
- (vii) Psychologist/Social Worker \$1000 per year**
- (viii) Speech Language Pathologist \$500 per year;**

19.07 Flexible Spending Account

19.07 (a)(i) **(Eligible expenses for the Wellness Spending Account as defined by ABC WSA Taxable Categories (May 2020) be expanded to include:**

Fitness and Sport Activity, Health Support (current)

Family Care

Financial Contributions

Fitness and Sport Equipment

Personal Computing and Mobile Digital Devices

- (c) FSA allocations for Employees who commence with the Employer after September 1st shall have their annual FSA allocation pro-rated according to the remaining number of months in the benefit year (September 1st to ~~June 30~~ **August 31st**). If the Employee commences employment after the 15th of the month in which they were hired, the month in which they were hired will not be considered towards the pro-rated calculation of "remaining number of months in the benefit year."
- (e) Eligible Employees have the opportunity to allocate their FSA entitlement on an annual basis prior to the beginning of the FSA benefit year. Eligible Employees will be invited to participate in an annual electronic enrollment from September 1st to September 15th during which time they will be able to specifically allocate their FSA entitlement to either their Health Spending Account (HSA) or Wellness Spending Account (WSA) or to a combination of both. Once the allocation process is complete, choices are irrevocable. If no allocation is made by September 15th, the FSA entitlement is automatically allocated to the Employee's ~~WSA~~ **HSA**.
- (g) An Employee who terminates employment voluntarily and who, within the same benefit year of termination, commences employment with the same Employer shall have their FSA maintained. It is understood that an Employee is only entitled to one (1) FSA within a benefit year (September 1st to ~~June 30~~ **August 31**). An Employee who terminates employment voluntarily will have sixty (60) days from their last day of employment to use their remaining credits in their FSA.

SALARY ADJUSTMENTS

Apply the following to Schedule A, B, C and D:

Effective September 1, 2020 adjust all salary rates by – 0%

Effective September 1, 2021 adjust all salary rates by – 0%

Effective September 1, 2022 adjust all salary rates by – 0%

Effective June 1, 2023 adjust all salary rates by – **1.25%**

Effective February 1, 2024 adjust all salary rates by – **1.5%**

Effective February 1, 2024 adjust all salary rates by – **0.5%**

In accordance with the following formula:

Gain Sharing Formula:

Alberta's 20-year average (2000-2019) of Real Gross Domestic Product (GDP) is 2.7%.

Provided that the "Average of All Private Forecasts for Alberta's Real GDP" for 2023 calendar year is at or above 2.7% as of February of 2024, then an additional 0.5% will be added to wages retroactively effective December 1, 2023.

"Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year would be a simple average of Alberta's Real GDP for 2023 across the following independent forecasting institutions:

- **Conference Board of Canada**
- **Stokes Economics**
- **BMO Capital markets**
- **CIBC World Markets**
- **Laurentian Bank**
- **National Bank**
- **RBC Royal Bank**
- **Scotiabank**
- **TD Bank**

The most recent publicly available forecast for Alberta's Real GDP for 2023 would be sourced from each institution at the time the pay-out determination would be made in February 2024.

As stated above, this Recommendation is subject to ratification by the parties. If both parties accept the Recommendation, you will add these terms to those previously agreed and together that would form the collective agreement between the parties. If either or both parties reject this Recommendation, you may return to the bargaining table, alone or with the mediator, or exercise any other rights that you may have. I remain assigned to this file until its conclusion and am available to assist you at any time should you require it.

Please advise me by e-mail before 1700 hours on 2022 09 30, if you accept or reject these Recommendations.

A handwritten signature in black ink, appearing to read 'Klaus Opatril', written over a horizontal line.

Klaus Opatril

Mediator