

K. G. OPATRIL MEDIATION SERVICES

27- 8 Dechene Road
EDMONTON, ALBERTA
T6M 2S5

Bus: (780) 487 -5167
Cell: (780) 490-9437
Email: kopatril@yahoo.ca

Via Email

September 21, 2024

Mr. Steven St. Amand
Spokesperson
Sturgeon Public School Division
9820 – 104 Street
Morinville, Alberta T8R 1L8

Mr. Aiden Zaretski
National Representative
CUPE Local 4625
300 - 10235 – 124 Street
Edmonton, Alberta T5N 1P9

Dear Mr. St. Amand and Mr. Zaretski,

In the Matter of the Labour Relations Code and a dispute between The
Sturgeon Public School Division and the Canadian Union of Public
Employees Local 4625

Pursuant to section 65(6) of the Labour Relations Code, I am providing you with my
recommended terms for settlement of the issues in dispute.

Please respond by email on or before September 30, 2024, as to your acceptance or rejection
of these recommended terms for settlement.

I want to thank you for the professional manner in which you and your committees conducted
yourselves during this mediation. I look forward to hearing from you.

Sincerely



Klaus Opatril

Cc Mr. Adrien Graci, Executive Director of Mediation Services

FILE 1121-MED 3

**IN THE MATTER OF THE LABOUR RELATIONS CODE
AND A DISPUTE BETWEEN**

The Sturgeon Public School Division

And

Canadian Union of Public Employees Local 4625

MEDIATOR'S RECOMMENDED TERMS OF SETTLEMENT

September 21, 2024

Klaus Opatril, Mediator

**IN THE MATTER OF The Labour Relations Code and a dispute between The
Sturgeon PublicSchool Division and the Canadian Union of Public Employees
Local 4625**

The bargaining unit in this matter consists of 150 employees. The parties met in June of 2022 and again in January of 2024 but were unable to reach an agreement. The Union made an application for the services of a mediator on January 21, 2024. I was appointed on February 7, 2024.

I met with the parties in June and September of 2024. Frank and useful discussions took place and both parties worked diligently to resolve this dispute. However, we did not arrive at a resolution. Discussions occurred between the mediator and the parties in an attempt to find a resolution. Those discussions failed to resolve the dispute. 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 by the parties prior to mediation. Those agreements are attached to this recommendation.

Changes to the collective agreement, recommended by the Mediator are indicated by **bold type**. Deletions are shown by a ~~striketrough~~. Any provisions of the collective agreement not addressed in the previously agreed items or in this recommendation are to remain as they are currently written.

I hope that both negotiating committees and their respective constituents and principals will give sincere 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 these Recommended Terms of Settlement are subject to ratification by both Parties and that non-acceptance of the contents by either shall nullify the positions set out herein.

1. Any retroactive payments will be processed within 120 Calendar Days of ratification, by both parties, of these recommended terms of settlement.

2. Article 10 PAY CLASSIFICATIONS & PAY SCALES

Effective until March 31, 2024

Pay Classifications	1	2	3	4	5	6
1	17.87	18.82	19.79	20.72	21.68	22.64
2	18.82	19.79	20.72	21.68	22.64	23.57
3	19.79	20.72	21.68	22.64	23.57	24.54
4	24.41	25.78	27.14	28.51	29.86	31.23

Effective February 1, 2024 (2.75% General Wage Increase)

Pay Classifications	1	2	3	4	5	6
1	\$18.36	\$19.34	\$20.33	\$21.29	\$22.28	\$23.26
2	\$19.34	\$20.33	\$21.29	\$22.28	\$23.26	\$24.22
3	\$20.33	\$21.29	\$22.28	\$23.26	\$24.22	\$25.21
4	\$25.08	\$26.49	\$27.89	\$29.29	\$30.68	\$32.09

Effective October 1, 2024 pay period remove Step 1 of the wage grid and add a 0.5% market adjustment increase to each remaining classification. All Employees in current Step 1 will move to the new Step 1 in their pay classification.

Pay Classifications	2 1	3 2	4 3	5 4	6 5
1	\$19.43	\$20.44	\$21.40	\$22.39	\$23.38
2	\$20.44	\$21.40	\$22.39	\$23.38	\$24.34
3	\$21.40	\$22.39	\$23.38	\$24.34	\$25.34
4	\$26.62	\$28.03	\$29.44	\$30.83	\$32.25

3. 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

4. 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 **92% (90%)** 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 **92% (90%)** 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 ~~the~~ Dental Care **Plan** 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 **92% (90%)** 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 **92% (90%)** 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.~~

- 16.5 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 ~~\$450(\$385)~~ 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 \$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.~~

5. ARTICLE 20 LEAVES OF ABSENCE

- 20.6.1.4 For one (1) operational day for other personal reasons. Unused days may be accumulated to a maximum of ~~three (3) (two (2))~~ 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.

As stated above, this Recommendation is subject to ratification by the parties. If both parties accept the Recommendation, you will amend the Collective Agreement accordingly. 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 on or before September 30, 2024 if you accept or reject these Recommendations. If this deadline is unworkable due to scheduling problems, please request an extension in writing with a copy to the other party.

Sincerely



Klaus Opatril

Cc Mr. Adrien Graci, Executive Director of Mediation Services

Agreed to items Sign-off # 1

HOUSEKEEPING

Date: JUNE 27, 2022

2.0 DURATION AND TERM OF COLLECTIVE AGREEMENT

- 2.3 Wages will apply to all employees who are employees on September 1, 2020~~19~~.
- 2.4 Either party desiring to amend or terminate this Agreement will give notice in writing to the other not less than sixty (60) nor more than one hundred and twenty (120) days immediately preceding the termination of this Agreement. In the event the foregoing notice is served, the parties will commence collective bargaining within 30 days of receipt of such notice.

Note: This time limit is waived for the next round of negotiations only. For the Collective Agreement that will commence September 1, 2020, either party may serve Notice to Bargain, and bargaining will commence at a mutually agreeable date.

12.0 GENERAL HOLIDAYS

- 12.3 All hours worked by an employee will be recorded in ~~SRB report~~ Employee Self Service (ESS).

13.0 VACATION PAY

- 13.3 An employee earns vacation leave pay as follows:

15.0 TIME OFF IN LIEU OF EXTRA HOURS WORKED

- 15.3 Time off in lieu of extra hours worked will be ~~included on the employee's entered into SRB report~~ Employee Self Service (ESS) and taken within the school year in which it is earned.

18.0 SICK LEAVE

+

- 18.5 A medical certificate (see Appendix A) may be required by The Employer for any absence due to illness exceeding three (3) days. The Employer will be entitled to require, at any time, an examination by a ~~doctor or dentist~~ medical professional selected by The Employer at the Employer's expense.

ARTICLE 21 REDUCTION IN SCHOOL SUPPORT STAFF

Layoff

- 21.1 A layoff will be defined as a reduction of more than ~~one third (1/3)~~ one quarter (1/4) of an employee's regular hours of work as defined in this Agreement. In the event of lay-off, employees will be retained on the basis of seniority provided they have the required ability and qualifications to do the work required.

AGREED to on behalf of the:



Employer



Union

Agreed to items Sign-off # 2

Date: JUNE 27, 2022

10.0 PAY CLASSIFICATIONS & PAY SCALES

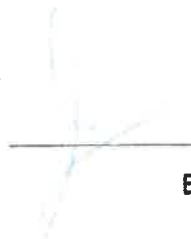
PAY CLASSIFICATIONS

Pay Group 3	Library Technician
	Administrative Assistant
	Cafeteria Technician
	Accounts Clerk
	Educational Assistant 3
	Educational Assistant 3/Cosmetology
	Educational Assistant 3/High School Science
	Nutrition Coordinator


Letter of Understanding

The parties agree to removed the Letter of Understanding – Joint Benefits Review Committee

AGREED to on behalf of the:



Employer



Union

Agreed to items Sign-off # 3

Date: JUNE 27, 2022

Letter of Intent

The parties agree to removed the Letter of Intent – Joint Job Description Review Committee

AGREED to on behalf of the:

JDE Ouyang
Employer

Julian W. [Signature]
Union