

Oct 17, 2022

ALBERTA UNION OF PROVINCIAL EMPLOYEES

MERRYLN EDWARDS
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**CHINATOWN MULTI-LEVEL CARE FOUNDATION
EDMONTON CHINATOWN CARE CENTRE**

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RE: MEDIATION SERVICES FILE #1424

In the Collective Bargaining Dispute under the Alberta Labour Relations Code between:

Alberta Union of Provincial Employees & Edmonton Chinatown Care Centre

Under section 65(6)(b) of the Labour Relations Code, I have decided to issue recommended terms of settlement for the parties to accept or reject.

The attached recommendations are subject to ratification by both parties. If the parties accept the recommendations, you will amend your Collective Agreement accordingly. If either or both parties reject these recommendations, you may return to the bargaining table, alone or with the mediator or exercise any other rights you may have. I remain assigned to this file until it's conclusion and I am available to assist at any time.

Please advise me by email (a.konkin@shaw.ca) on or before November 1, 2022, if you accept or reject these recommendations.

If you have any questions, you can contact me at 780.919.8452 or a.konkin@shaw.ca.



Alan Konkin
Provincial Mediator

cc. Bruce Moffatt
Director, Mediation Services

cc. Carmen Fortier
Mediation Services

MEDIATION FILE #1424

**IN A COLLECTIVE BARGAINING DISPUTE UNDER THE LABOUR
RELATIONS CODE BETWEEN**

EDMONTON CHINATOWN CARE CENTRE

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES

**MEDIATOR'S RECCOMENDATIONS FOR TERMS OF
SETTLEMENT**

Oct 17, 2022

**ALAN KONKIN
PROVINCIAL MEDIATOR**

**IN A COLLECTIVE BARGAINING DISPUTE UNDER THE LABOUR
RELATIONS CODE BETWEEN THE EDMONTON CHINATOWNCARE
CENTRE and ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**MEDIATOR'S RECCOMENDATIONS FOR TERMS OF
SETTLEMENT**

BACKGROUND

The bargaining unit consists of 60 employees located 9539 102 Ave, Edmonton, Alberta. The current collective bargaining agreement expired on December 31, 2018.

The Parties started negotiations to renew the collective agreement in January 2019. A number of meetings were held and then due to some employer changes and co-vid, bargaining was halted. A New Employer certificate was issued in September 2021 and bargaining resumed in December of 2021.

The Parties continued to work hard to achieve a new collective agreement however they came to an impasse and consequently made application for the services of a Provincial mediator, and I was appointed.

I met with the Parties using a "zoom" platform meeting on Oct 6 & 7, 2022.

The Parties continued to meet and discuss all of the circumstances surrounding the various issues that would influence a successful ratification by both Parties. They discussed in detail all the items in their respective proposals that arose during negotiations or that might facilitate a settlement. They shared information on the factors impacting their dispute and frank and useful discussions took place in an attempt to achieve a new collective agreement.

Both Parties strongly advocated their respective interests while jointly recognizing the desire to reach terms that both parties could ratify.

I was asked to "write out with recommendations" by the parties on October 7, 2022.

As a result of the information provided to me in mediation, I believe releasing a mediator's recommendation is the next appropriate step to take to assist the Parties in moving towards a collective agreement. This recommendation represents the best indication of a possible settlement of the terms for a collective agreement.

In reaching this recommendation, I considered all of the information and interests exchanged by the Parties during mediation.

I hope that both negotiating committees and their respective constituents and principals give serious consideration to this recommendation as a basis for bringing closure to this dispute and settlement of all outstanding issues.

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.

AGREED ITEMS AND ITEMS NOT WITHIN THIS RECOMMENDATION

The parties provided me with detailed information regarding their negotiations to date and communicated which issues that had been mutually agreed to by both parties and which issues were still unresolved.

All items that are not specifically addressed in this recommendation will remain as previously agreed to by the parties during negotiations.

If an outstanding proposal was to amend the collective agreement but is not in the agreed articles or in this recommendation, the collective agreement will remain unchanged. If an outstanding proposal was to add or delete from the collective agreement but is not in the agreed articles or in this recommendation the collective agreement will remain unchanged.

Mediator's Recommendations

Included in my recommendations is a "Draft Copy" of a collective agreement that includes agreed upon changes, updating and housekeeping of contract language with tracking references noted.

The following list of issues were outstanding when the parties applied for mediation and my recommendations on these issues are as follows:

ARTICLE 1

TERM OF COLLECTIVE AGREEMENT

1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from ~~and after the date of October 1, 2015~~ ~~the date of ratification~~ up to and including ~~September 30, 2018~~ **March 31, 2024** and from year to year thereafter unless notice, in writing, is given by either Party to the other Party not less than sixty (60) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiration date, of its desire to amend this Collective Agreement.

Salary Schedule

Effective October 1, 2022: 1.00% increase

Effective October 1, 2023: 1.00% increase

Health Care Aide (with Certificate)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
October 1, 2022		21.69	22.41	23.08	23.84	24.35	25.07	25.84
October 1, 2023		21.91	22.63	23.31	24.08	24.59	25.32	26.10

Licensed Practical Nurse

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
October 1, 2022	27.38	28.58	29.70	30.88	32.04	33.14	34.48	35.86
October 1, 2023	27.65	28.87	30.00	31.19	32.36	33.47	34.82	36.22

Shift Differential

Effective January 1, 2023, the night shift differential shall increase to four dollars and twenty-five cents per hour. (\$4.25 per hour)

Effective January 1, 2024, the night shift differential shall increase to four dollars and fifty cents (\$4.50 per hour).

LETTER OF UNDERSTANDING

Lump Sum payments

Each Employee as of the date of ratification shall be issued a one-time lump sum payment of 1.0% of total earnings paid by the Employer in the 2021 payroll year.

Each Employee as of the date of ratification shall be issued a one-time lump sum payment of 1.0% of total earnings paid by the Employer in the 2022 payroll year.

This letter of understanding expires effective the payment of the one-time lump sum amounts for 2021 and 2022.

~~LETTER OF UNDERSTANDING~~

Health Care Aide Hours Change

Effective the date of ratification, the regular hours of work for Full-Time Employees in the Health Care Aide (HCA) classification changed from seven point seven five (7.75) hours per day to seven point five (7.5) hours per day. In recognition of this change, the Parties agree to the following:

1. A lump sum payment of one thousand five hundred dollars (\$1,500), pro-rated based on full time equivalency (FTE), payable to Regular and Temporary Part-Time Employees in the HCA classification who are employed as of the date of ratification with regularly scheduled shifts of seven point seven five (7.75) hours per day.
2. A lump sum payment of one thousand five hundred dollars (\$2,000), payable to Regular and Temporary Full-Time Employees in the HCA classification who are employed as of the date of ratification with regularly scheduled shifts of seven point seven five (7.75) hours per day.
3. This letter of understanding expires effective the payment of the one-time lump sum amounts.

LETTER OF UNDERSTANDING

Dental Plan Design Change

The parties agree to the following change to the Dental Plan referenced in clause 24.01 of the collective agreement effective October 1, 2023:

Plan Element	Current	Revised
Basic coverage	75%	80%
Major coverage	None	50%
Annual maximum	\$1,000 for basic coverage	\$2,000 combined maximum for basic and major
Recall	1 in six months	1 in nine months

Special Leaves

If an Employee is unable to report to work as the result of illness in the immediate family or for any other pressing necessity requiring the Employee's personal attention, she shall inform the Employer of such with as much advance notice as possible and she shall use either a vacation day, a day in lieu of a Named Holiday, banked overtime or an unpaid leave of absence for the hours not worked. Such absence from work shall not exceed ~~four (4)~~ **five (5)** working days per year. If situations arise where the need for time off is not for a pressing necessity and where it is reasonable to do so, Employees will be encouraged to attempt to trade shifts prior to utilizing special leave.

Conclusion

As stated above, these Recommendation are subject to ratification by both parties. If both Parties accept the recommendation, you will amend your Collective Agreement accordingly. If either or both Parties reject these recommendation, you may return to the bargaining table, alone or with the mediator or exercise any other rights you may have. I remain assigned too this file until its conclusion and I am available to assist you at any time.

Please advise me by e-mail on or before Friday, November 1, 2022, 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

A handwritten signature in blue ink, appearing to read 'Alan Konkin', with a long horizontal flourish extending to the right.

Alan Konkin
Provincial Mediator

Cc Bruce Moffatt
Cc Carmen Fortier