

## Bargaining Committee Chair Update September 28, 2017

### Committee Members

Emille Currie (Chair)	Vacant (Vice Chair)
Andrea Waywanko	Coral Grove
Jay Kaytar	June Ji
Edana Mayes (Acting)	Laurie Quinton (alternate)
Susan Cowtan (alternate)	Dennis Coulthard, Chair of Local 002 (ex-officio member)

### Updates

- Since May 2017, when the Bargaining Committee met briefly prior to the AGM, Dan Cunin, former Committee member and Vice Chair of the Committee has resigned as a Council member, requiring an election at an upcoming Local Council meeting to elect a regular member to the Committee. Once the Committee is up to capacity, it will elect a new Vice Chair from within the Committee.

**Please Note:** Due to the fact that a motion was passed at Convention requiring all members of Bargaining Committees to have successfully completed AUPE's Contract Interpretation Course, members submitting their names for election to the Committee must have completed the course prior to running for election. Current Committee members were granted time to complete the course as soon as possible following the passing of the resolution.

- Please pass on to your members that any Local member can request information on negotiations by submitting their request via Local 002's website at: [http://shaw-fzwsh.formstack.com/forms/contact\\_local\\_002\\_bargaining](http://shaw-fzwsh.formstack.com/forms/contact_local_002_bargaining). Any request for information is then forwarded to the Chair of the Bargaining Committee for a response. To date I have received several requests from members for information. Thank you very much for your insightful questions and requests for updates. I have responded to all requests forwarded to me within a couple of days and am very happy to see that members who are not on Council are utilizing our Local website to inform and update themselves on Local issues, including Bargaining.
- Please update your contact information at [aupe.org/update-me](http://aupe.org/update-me) so that the Bargaining Committee can reach you at short notice regarding issues related to bargaining/negotiations. AUPE cannot respond to employer emails for reasons of security and privacy (@goa.ab.ca) as the domain belongs to the employer and is monitored. As well, usage of government emails/time/space etc to conduct or share union issues without prior agreement from a supervisor can be construed as a

violation of our current collective agreement and therefore could potentially cause disciplinary issues for members.

- Please note also that after September 26, 2017, my personal email will be changed to: [ecurrie@distributel.net](mailto:ecurrie@distributel.net). This will be reflected on AUPE's records as well.

## GSBC Negotiations To Date

Since exchanging formal proposals to commence collective bargaining on April 11, 2017, the Government Services Bargaining Committee (GSBC) has met on 23 days and continues to make gradual progress on issues. The GSBC is next scheduled to meet with the Employer on September 25<sup>th</sup>, 26<sup>th</sup> and 27<sup>th</sup>, November 14<sup>th</sup>, 15<sup>th</sup>, 21<sup>st</sup> and 22<sup>nd</sup>.

At the request of GSBC, AUPE continues to post updates on Government Services negotiations at [aupe.org/goa2017](http://aupe.org/goa2017). As well, Local 002's webmaster has posted copies of all updates to Local 002's website as well at <http://local002.aupe.ca/bargaining>.

To date, GSBC has signed off on the following:

- Article 2 Terms of Employment – no change
- Article 3 Master/Subsidiary Agreements – some minor changes to ensure that the Collective Agreement supersedes any employer regulations, guidelines or directives. **Also more important all LOU's and LOI's in the Collective Agreement are subject to the grievance procedure unless otherwise specifically stated.**
- Article 5 Management Recognition – no change
- Article 6 Union Recognition – no change
- Article 8 Union Membership and Dues Check-Off – removed 8.04 that stated that the Union agreed to indemnify and save the Government harmless against any claim or liability arising out of the application of this Article.
- Article 9 Employer – Union Relations – minor wording to reflect that specifically provides time for meeting for grievance purposes.
- Article 10 Employer – Employee Relations – new wording that allows a representative of the Union (which can be a member, Union Steward, MSO, etc) to provide new employees with a union orientation of up to 30 minutes without loss of pay during their first 6 months of employment and preferable at the employer's orientation for new employees, where they are provided (with 1 weeks notice to the union)
- Article 11 Time Off for Union Business – upto 5 max time off with pay for ERC committees and changes to compensate those in continuous operations more fairly. Also changes made to apply to Work site Health and Safety Committee, etc.

- Article 13 Attendance – housekeeping changes
- Article 19 Call Back Pay – changes to include other communications besides telephone calls
- Article 20 Reporting Pay – housekeeping changes to be gender neutral
- Article 22 Northern Allowance Pay – housekeeping changes
- Article 23 Workers' Compensation Supplement – changes to include reimbursement of regular plus any other type of employment income up to 80 consecutive days.
- Article 24 Fire Operations, Flood Control and Pollution Control – no change
- Article 27 Probationary Employee and Period – change in wording to extend probation at the discretion of the employer if employee is absent for more than 20 consecutive days during probationary period.
- Article 28 Disciplinary Action – purging of personal files of any discipline changed to 24 months from 30.
- Article 29 Grievance Procedure – significant changes – requirement that during the grievance procedure, there is an exchange between parties of all particulars known to them through each step of the grievance procedure; probationary and wage employees who are terminated can grieve up to level 2; however, any wage employee who has served 24 months of service and is dismissed for disciplinary reasons can grieve up to arbitration; prior to level 1, the formal grievance process requires (prior to a written grievance) a meeting between parties to attempt resolution where the employee can choose to be accompanied by a Union Steward; date for submission of grievance at Level 1 changed to up to 21 days from the date of occurrence (previously 14 days) but designated officer still has to respond within 14 days of receipt; grievance can be submitted to “Employee’s Department HR Representative”; “Deputy Head” changed to “Employer”; when responding to grievances, removed wording requiring response “in a timely fashion” to “within the prescribed time limits” or the grievance shall advance to the next level unless extended in writing by both parties; during arbitration, arbitrator or arbitration board may extend time limits even after the expiry of the time, if the other party will not be unduly prejudiced by the extension, but the onus will be on the party who fails to adhere to the time limits to prove why such failure was considered “reasonable”; instead of serving documents personally to the designated officer, it can be delivered to the office of the HR rep for the Department or sending it by registered or certified mail.
- Article 30 Institutional Fire Prevention and Control – no change
- Article 32 General Illness – put payments and periods in table and removed clause that does not allow intentional self-inflicted injury to be compensable.
- Article 36 Paid Holidays – no change
- Article 36A Christmas Closure – no change

- Article 37 Annual Vacation Leave – no change
- Article 39 Military Leave – no change
- Article 41 Court Leave – no change
- Article 42 Employment Insurance Premium Reduction – no change
- Article 43 Safety and Health – it will now be required that all new employees complete the “fundamentals in Occupational Health & Safety training course and that the Employer has a policy in place to support working alone safely in compliance with OH&S Legislation
- Article 46 Leave Without Pay – a clause was added that states, “In advance of any such leave and subject to Articles 34.05 and 35.01(h), the Employee shall make arrangements to ensure the Employee’s share of benefit premiums are paid each pay period when due for the duration of the leave without pay.”
- Article 48 Printing of Agreements – will be provided only to individuals who request a copy with shared costs.
- Article 49 Employee Benefits Committee – no change
- Article 50 Harassment and Discrimination (Significant Changes – see attached)
- Article 56 Terminal Care Leave (NEW) – see attached
- Supplement I – Institution Fire Prevention and Control Fire Fighters – Schedule of Remuneration – housekeeping changes to reflect proper gender neutrality
- Supplement II – Modified or Flexible Hours of Work – no change
- Addendum I (regarding voluntary participation on a fee for service basis by employees in “Evening Class Programs”, Continuing Education Programs” and “Further Education Programs.” – no change
- Letter of Understanding (LOU) #1 Terms of Reference Article 49 – Employee Benefits Committee – added that the Committee shall meet at least once a year or as deemed necessary.
- LOU # 2 Employment Standards Code, Scheme of Employment Covering the Master and Subsidiary Agreements – changes made to reflect that any changes are subject to the Employment Standards Code and Regulation and where the Director determines it to be appropriate. Also the “parties agree to meet within 30 days of any new Regulation related to permits and schemes of employment under the Employment Standards Code to review the provisions noted in clause 2 of this LOU for the purpose of making a joint request to the Director of Employment Standards.”
- LOU #3 Separation Payment for Restructuring – no change
- LOU #4 Separation for Temporary Employees and 2850 Hour Wage Employees – no change
- LOU #6 – 6 and 3 Work Schedules – change added to allow using earned time in lieu for attending training or working hours in addition to the daily or weekly hours as approved by the manager.”

- LOU # 8 Paid Up Life Insurance – no change
- LOU #9 Legal Fees – no change
- LOU #10 Legal Indemnification – no change
- LOU #11 Northern Trips Between: The Crown in Right of Alberta (The Employer) and The Alberta Union of Provincial Employees (The Union) – no change
- LOU #12 Northern Leave – no change
- LOU #13 Attraction Bonus - no change
- LOU #14 55<sup>th</sup> to 57<sup>th</sup> Parallel Retention Allowance - no change
- LOU #15 Common Interest Forum – no change
- Letter of Intent (LOI) #1 Employee Relations Committees – no change
- Subsidiary 002 Agreement:
  - Article 1 Probationary Period – no change
  - Article 2 Hours of Work – no change
  - Article 3 Overtime – no change
  - Article 5 Employee Relations Committee
  - Article 6 Supplies and Equipment
  - Letter of Understanding #2 Community and Social Services, Children’s Services, and Office of the Public Guardian and Trustee Delivery Program Advisory Committee – changed to reflect new ministries and departments and includes addition of “the appropriate executive ADM” when final decisions are made by them; addition of at least an Executive Director as co-chair of the Committee and the addition of one member to represent the addition of a new region, so employee representation increases from 7 to 8.
- Subsidiary 003 Agreement:
  - Article 1 Probationary Period – no change
  - Article 2 Hours of Work – no change
  - Article 3 Overtime – no change
  - Article 5 Medical Examinations – no change
  - Article 7 Camp Staff Allowance – no change
  - Letter of Understanding #1 – 6/3 Shift Rotation – no change
  - Letter of Understanding #2 Wage Employees – no change
  - Letter of Understanding #3 – 12-Hour Shift Rotation Medicine Hat Remand Centre – no change
  - Letter of Understanding #4 – 9.25 Hour Shift Rotation – Traffic Enforcement Division, Sheriffs Investigative Support Unit and the Warrant Apprehension Team – change made to add the Sheriffs Investigative Support Unit
  - Letter of Understanding #5 – Employee Relations Committee – no change

- Letter of Understanding #6 Re: Hours of Work for Motor Transport Officers (District Supervisors, Commercial Vehicle Enforcement) – no change
- Subsidiary 004 Agreement:
  - Article 1 Probationary Period – no change
  - Article 2 Hours of Work – no change
  - Article 3 Overtime – no change
  - Article 5 Tools – no change
  - Letter of Understanding #1 – 12 Hour Shifts – no change
  - Letter of Understanding #2 – no change
- Subsidiary 005 Agreement:
  - Article 1 Probationary Period – no change
  - Article 2 Hours of Work – no change
  - Article 3 Overtime – no change
  - Article 5 Medical Examinations – no change
  - Article 6 Application of Master Agreement to Lookouts – no change
  - Article 7 – Wilderness Camp Allowance – no change
  - Employee Relations Committee – Terms of Reference – no change
  - Letter of Understanding #1 Seasonal Wage Employees – no change
  - Letter of Understanding #2 Lookouts – no change
  - Schedule 2017 – Lookouts – no change
  - Letter of Understanding #4 Fish and Wildlife Officers – deleted as no longer applies
- Subsidiary 006 Agreement:
  - Article 3 – Overtime – no change
  - Article 5 – Shift Schedule for Continuous Operations for Employees in Schedule “A-1” – no change
  - LOU #1 Provincial Advisory Program Committees Terms of Reference – significant changes to reflect new departments and/or ministries and changes made to assessment model (WAM) used to address issues and levels of authority that can make decisions as well as addressed regionalized program delivery specific situations and WAM (workload assessment model)
  - LOU #2 Joint Consultation Committee – no change
  - LOI #1 Professional Fees – no change
  - Employee Relations Committee – Medical and Rehabilitative Services Terms of Reference – no changes other than changing reference to Local 010 to Local 006
- Subsidiary 009 Agreement:
  - Article 1 Probationary Period – no change
  - Article 2 Hours of Work – no change

- Article 3 Overtime – no change
- Article 5 – Medical Examinations – no change
- Article 6 – Shift Schedule for Continuous Operations – no change
- Letter of Understanding #1 Communicable Diseases – no change
- Letter of Understanding #2 Employee Relations Committee – no change
- Letter of Understanding #3 – Medication Administration – no change
- Letter of Understanding #4 Joint Consultation Committee – no change
- Letter of Intent #1 Employee Safety – no change
- Subsidiary 012 Agreement:
  - Article 1 Probationary Period – no change
  - Article 2 Hours of Work – no change
  - Article 3 Overtime – no change
  - Article 5 Medical Examinations – no change
  - Schedule “E” (40 hours per week) – no change
  - Letter of Understanding #1 – (relating to increments for wage employees who work less than 12 consecutive months and return to the same classification in the next season) - no change
  - Letter of Understanding #2 (relating to modified shifts for specified classes) – no change
  - Appendix “A” Data Centres Operations Modified 12 Hour Shift Schedule – no change
  - Letter of Understanding #3 Employee Relations Committee – no change
  - Letter of Understanding #4 – 40 Hour Per Week Shift Rotation – Dam Team Leads – no change

Respectfully Submitted,

Emille Currie  
Chair, Local 002 Bargaining Committee