

Q&As on arbitration/third year wage re-opener

Q: When will we get our retroactive 1% back to April 1, 2019?

A:

If the member is currently employed, the increase will be paid in a lump sum on the March 6 payroll. The system will be doing a MASS upload.

If a member's employment was terminated after April 01/2019, they will need to send a letter to the Manager they reported to request the lump sum payment.

If a member retired or passed away in service after April 01/2019, payroll will make the adjustments.

Q&As on bargaining

Proposal by both the General Services Bargaining Committee in this round of Bargaining can be found here:

<https://www.aupe.org/news/news-and-updates/bargaining-update-gsbc-more-details-opening-proposals>

Q: In the current round of bargaining, the Employer is proposing to reclassify Program Services 3 (PS3) and Program Services 4 (PS4) employees. Do you have further details on this proposal?

A: Unfortunately, on the PS3/PS4 issue, the employer didn't give any details and just talked about "market adjustments to the benchmarks" - we have no idea if that means red circling (which means that you would stay at your current wage until the "new" wage catches up to your wage) or an actual reduction in wages. This is the employers' proposal and rest assured that we will fight for our members on this and all other concessions. Further details will not be available until we meet with the employer on March 4, 2020.

Q: In the current round of bargaining, what parts of the collective agreement have not been opened (i.e. are not going to be negotiated)?

Articles:

2 – Terms of Employment

3 – Master/Subsidiary Agreements

4 - Application

5 – Management Recognition

6 – Union Recognition

9 – Employer – Union Relations

10 – Employer – Employee Relations

19 – Call Back Pay

20 – Reporting Pay

22 – Northern Allowance Pay

23 – Workers Compensation Supplement

24 – Fire Operations, Flood Control and Pollution Control

25 – Correctional

26 – Authorized Expenses

27 – Paid Holidays

36 – Military Leave

37 – Annual Vacation Leave

39 – Military Leave

41 – Court Leave

42 – Employment Insurance Premium Reduction

49 – Employee Benefits Committee

Letters of Understanding:

1 – Terms of Reference Article 49 Employee Benefits Committee

4 – Separation for Temporary Employees and 2850 Hour Wage Employees

5 – Payout of Annual Vacation

6 – 6 and 3 Work Schedules

8 – Paid Up Life Insurance for Retired or Terminated Employees

9 – Legal Fees

10 – Legal Indemnification
11 – Northern Trips
12 – Northern Leave
13 – Attraction Bonus

14 – 55th to 57th Parallel Retention Allowance
(I think I would have remembered if they did)
22 – Over Range Protocol
23 – new Supplement II

Letters of Intent

1 – Employee Relations Committees
2 – Temporary and Wage Review

Agreement Regarding the Transition of Workers' Compensation Board Employees

Sub 1 Articles 1 – 6 LOUs 1, 2, 3 and LOIs 1 and 2	LOU 2 Sub 5 Articles 1 to 3 and 5 to 7 Employee Relations Committee Terms of Reference LOUs 1 and 3	Rehabilitative Services Terms of References LOU 2 LOI 1 Sub 9 Articles 1 to 6 LOUs 1, 2, 3, 4, 5 LOI 1
Sub 2 Articles 1-6 LOU 1	Sub 6 Articles 1 to 5 Employee Relations Committee Medical and	Sub 12 Articles 1 to 3, 5 and 6 LOUs 1, 3, or 5
Sub 3 Articles 1 to 3 and 4 to 7 LOUs 2, 5, 8, 9		
Sub 4 Articles 1 to 6		

Q&As on current collective Agreement

Q: Can you provide details of all the changes to the Master Collective Agreement?

Local 002's website includes an Excel spreadsheet, where the entire Master Agreement is summarized by every Article and LOU/LOI, so that it is a bit easier to understand the implications of changes and amendments:

https://aupelocal002.publishpath.com/Websites/aupelocal002/images/CA_Summary_after_mediation_Local%20002.pdf

Q&A on job security

Q: I have read through my bargaining agreement, but I'm still unsure about some things related to job security if a new government were to make cuts to the Alberta Public Service.

When the GSBC (Government Services Bargaining Committee) negotiated the current Collective Agreement, it was with exactly this potential scenario in mind. i.e. The possibility of a change in government. If there are cutbacks down the road, the new and amended Articles and LOU's make it very difficult and onerous for the employer/government to abolish full-time positions. If that does happen in the foreseeable future, the government has to first go through several other options such as examining pending and existing outside contracts, going through a process of finding other jobs for employees affected and offering the option of severance packages for employees who request it. You can find additional details in the following Articles that protect you:

EMPLOYMENT SECURITY

NEW LETTER OF UNDERSTANDING #17 EMPLOYMENT SECURITY:

Article 12 – “Layoff and Recall” and Article 15 – “Position Abolishment” will be suspended and inoperative until March 30, 2020. This means there will be no involuntary loss of employment for permanent employees during this period.

NEW LETTER OF UNDERSTANDING #18 LAYOFF AND RECALL:

Determines ARTICLE 12, “LAYOFF AND RECALL” will be suspended and inoperative as it applies to permanent employees until new language is negotiated in the next round of bargaining (i.e. after March 31, 2020).

AMENDED ARTICLE 15 POSITION ABOLISHMENT: Article 15 has been significantly strengthened, making it more onerous for the Employer to abolish permanent positions. The language changes achieve the following:

- Recognizes seniority as it applies to position abolishment.
- Provides a greater notice period of position abolishment to allow employees more time to look at alternatives to position abolishment.
- Provides a longer period for employees to decide if they want to take voluntary severance (as per LETTER OF UNDERSTANDING #3 “SEPARATION PAYMENT FOR RESTRUCTURING”).
- Compels the Employer to cancel contracts with outside employment agency personnel and individual employment contracts for non-union individuals in order to mitigate the need for position abolishments.
- Compels the Employer to work with the Union and affected employees to mitigate impacts of position abolishment.
- Allows for greater options in redeployment, retraining, and placement in alternative positions without needing to go through competition.
- Provides for a longer “vesting” period for position-abolished employees to retain the ability to be placed in a new position. The vesting period has increased from 180 days to 1 year.

NEW ARTICLE 53 CONTRACTING OUT: Provides onerous obligations on the Employer to justify contracting out Government Services work. It requires the Employer to engage in meaningful consultation and discussion with the Union prior to the decision to contract out work to the private sector. This provides the opportunity for the Union to challenge plans to contract out work and to present alternatives. There are also provisions for the Union to make a case to bring previously contracted out work back into direct Government services.

AMENDED ARTICLE 4.05 APPLICATION: Determines wage employees do not have their hours indiscriminately cut by the Employer in order to prevent the employee from accessing long term wage benefits and entitlements.

Also allows the opportunity for an employee who has voluntarily resigned to be hired immediately as wage staff if the Employer offers a position.

Keep in mind that even when the protections provided under LOU #17 - EMPLOYMENT SECURITY run out after March 30, 2020, the amended ARTICLE 15 - POSITION ABOLISHMENT kicks in with numerous steps to retain employees in full time jobs or provide them with more choices, including voluntary severance.

Unlike previously, all Articles and most LOU's in the Collective Agreement are grievable under the Grievance Article 29, but AUPE would be involved at the first hint of layoffs or position abolishments.

Q&A on pensions

Q: Can you tell me what the AUPE is planning to do to oppose bill C-27? (Response provided by AUPE President)

<http://m.digitaljournal.com/news/politics/trudeau-liberals-table-bill-that-would-reduce-pension-benefits/article/479931?fbclid=IwAR3yUY42XFi9F3vg7pnBDWd9GC04hzzJwoIlyGnuUoQIsUce4Y0d1cqTWOU>

Changes to this piece of legislation will have no effect on provincial pensions legislation or regulation. We do have a couple of very small bargaining units under Federal Labour legislation that a Federal bill may impact and we have been monitoring the movement of this bill on behalf of those members.

However, this is actually quite an old Bill- it was first introduced in fall of 2016 and is still sitting on the order paper at first reading. Given the considerably slower pace of bills through the federal legislative process as opposed to provincial, there is virtually no way that this bill will be passed and it will almost certainly die on the order paper. A new government might attempt to re-introduce this or something similar, of course, but it is highly unlikely that this particular bill will be passed.

Around the time it was introduced, CLC, PSAC and CUPE put out a few press releases etc. but a full campaign from any federal union or labour org never really materialized as the feds seemed to back away quietly from this one. (Some of Bill Morneau's "scandals" around not having placed all of his investments in blind trusts etc. surfaced right around the same time along with a potential conflict of interest due to Morneau Shepell's potential profit off of a DB-target benefit conversion. I'm not sure if it was merely the result of that bad timing or if the Liberals thought this would be a sleeper and had not realized they would get push back from labour - but they seem to have largely abandoned this at least for now.)

In any case - I think if an attack on federal DB plans re-surfaced, I imagine national labour orgs would organize campaigns and AUPE could consider support in some form or another then depending on whatever the priorities were at the time, but for now, the bill seems to be dormant.

Q&A on Strike Pay

Q: What is strike pay?

A: Strike pay is paid to AUPE members taking job action and attending the picket line during a strike or lockout, based on AUPE strike policy. These funds come from the dues collected from you and your fellow AUPE members across the union. Strike pay is not paid if you are on strike for less than 5 days, but will be retroactive to day 1 if the strike lasts 5 days or more.

Strike pay will be paid at the rate of **\$400.00 per week** to those members attending the picket line during a strike or lockout, based on AUPE strike policy. Members with dependents receive an additional **\$40 per week** in strike pay per dependent.

Please visit the fightback page of the website to stay tuned to the latest updates.

AUPE members and all working people in Alberta are at a crossroads. We have to decide what we're willing to do to stand up for our wages, our rights, and Alberta's public services.

Visit www.aupe.org/fightback and sign up to join all AUPE members in this fight.