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May 18, 2021

Via email: [alrb.edm@gov.ab.ca](mailto:alrb.edm@gov.ab.ca)

Alberta Labour Relations Board  
501, 10808 – 99 Avenue  
Edmonton, AB T5K 0G5

Attention: Tannis Brown, Director of Settlement

RE: An Unfair Labour Practice Complaint and Application for a Cease and Desist Order pursuant to *s.16* of the *Labour Relations Code*, brought by the Alberta Union of Provincial Employees (*hereafter the "Union" or "AUPE"*) affecting Alberta Health Services (*hereafter the "Employer" or "Respondent"*) alleging violations of *s.s 60(1)(a) and (b), 60(3) and 148(1)(a)(ii)* of the *Code* and an application for a Directive from the Board. pursuant to *s. 17*.

### 1. The Applicant:

Alberta Union of Provincial Employees ("Union")  
10451 – 170 Street  
Edmonton, AB T5P 4S7  
Phone: (780) 930-5214, Fax: (780) 930-3392  
Contact Person: William Rigutto, Union Representative (Counsel)

### 2. The Respondents:

Alberta Health Services  
900, 9925- 109 Street NW  
Edmonton, AB T5K 2J8  
Contact person: Ms. Shelly Chen  
Email: [shelley.chen@albertahealthservices.ca](mailto:shelley.chen@albertahealthservices.ca)  
Fax: 780-424-4309

### 3. Sections of the "Code" relied upon for this Complaint:

In support of this application AUPE relies upon sections 17 (1), *60(1)(a) and (b), 60(3) and 148(1)(a)(ii)*.

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G. Smith President	J. Heistad Executive Secretary-Treasurer	M. Dempsey Vice-President	K. Barry Vice-President	B. Borodey Vice-President	B. Gostola Vice-President	S. Slade Vice-President	K. Weiers Vice-President
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#### 4. Particulars of the Complaint:

1. The Alberta Union of Provincial Employees is certified as the bargaining agent for all General Support Services employees employed by Alberta Health Services under Certificate Number 11-2016 (the "GSS Employees"). The Union and Employer are party to a collective agreement with a term from April 1, 2017 to March 31, 2020. The collective agreement will continue in effect beyond March 31, 2020 pursuant to s. 130 of the *Code*.
2. AUPE sent a Notice to Bargain on behalf of the GSS Employees to the Respondent on December 9, 2019 in accordance with the *Code*.
3. No agreement has yet been achieved between AUPE on behalf of the GSS Employees and AHS. The Parties continue to be in bargaining and in negotiations for an Essential Services Agreement.
4. The Parties had scheduled bargaining meetings for May 19, 27 and 28, 2021.
5. Included in the GSS bargaining unit are approximately 237 workers spread across 9 sites in Edmonton and Calgary that make up what AHS characterizes as its Ancillary Retail Food Operations sites (the "ARFO Workers").
6. On May 13, 2021 the Employer's spokesperson contacted the Union's negotiator and advised the latter that AHS had unilaterally decided to cancel the bargaining meetings because the Employer "needed to focus on the pandemic response".
7. Several days before, by way of a letter dated April 27, 2021 (the "Contracting Out Notice") the Employer's Executive Director of Negotiations and Labour Relations essentially advised the Union that the former had, for all intents and purposes, decided to contract out the services rendered by the ARFO Workers through a process that would commence in July 2021 with the Employer's issuance of a RFP that would culminate in the issuance of a third party contract in December 2021. Notwithstanding the fact that the Employer has no time to participate in meaningful collective bargaining with its Employees it apparently possesses the time and resources to engage in the charade described by the Contracting Out Notice whose purpose is to justify brutal cutbacks and layoffs of these same Employees.
8. The unilateral cancellation of the May bargaining dates is an unjustified and unacceptable stratagem meant to delay collective bargaining and such conduct constitutes, in and of itself, a violation of *s.s 60(1)(a) and (b), 60(3)*.
9. Furthermore, the unilateral and unjustified cancellation of the May bargaining dates, combined with the April 27<sup>th</sup> Contracting Out Notice constitutes a bad faith bargaining attempt by the Employer to discredit the Union and to intimidate the bargaining unit and its bargaining committee into accepting the austerity rollbacks proposed thus far by the Employer. In doing so the Employer violates its obligation to bargain in good faith and interferes with the Union's representational rights and therefore violates *s.s. 60 and 148(1)(a)(ii) of The Code*.

10. Considering that the Employer's conduct is outrageous and flagrant in its timing, design and violation of **ss. 60 and 148** and considering the immediate effect of intimidation that such actions are having on the collective bargaining process, the Union, and the Employees, it is extremely urgent that an expedited hearing be held as soon as possible in order to ensure the efficacy of the remedies of the Union and its members

## 5. Remedies Sought:

1. A Declaration that the Respondent has violated the aforementioned sections of the *Code*, and that such declaration be posted throughout the worksite in visible locations accessible to all employees, and also posted on the Respondent's websites;
2. An Order that the Respondent cease and desist its violations of the Code;
3. An Order that the Respondent immediately reschedule with the Union the cancelled bargaining dates for the first two weeks of June, 2021.
4. In particular an Order that the Employer cease and desist from any further or future unilateral cancellations of bargaining meetings.
5. An order suspending the process announced by the Contracting Out Notice until such time that all the matters raised by such letter have been fully and conclusively negotiated at the bargaining table through the legally engaged collective bargaining process
6. That the Board reserve jurisdiction on all matters regarding the implementation of the above noted directives, and
7. Such further and other remedies as the Board may deem proper under the circumstances.

A copy of this application/complaint has been forwarded to all parties involved as set out in the contact information below.

Please address all responses to William Rigutto, Union Representative (Counsel) at [b.rigutto@aupe.org](mailto:b.rigutto@aupe.org) or 780-982-1255.

Sincerely,



Jim Petrie,  
Director of Labour Relations

BR/rg/AULReP

c.c. William Rigutto