

## YOU HAVE QUESTIONS, HERE ARE SOME ANSWERS

### Telephone town halls attended by more than 6,000 members

More than 6,000 AUPE members employed by the Government of Alberta joined three telephone town halls to discuss the proposed settlement agreement announced recently.

The agreement with the Government of Alberta (GOA) was reached after months of informal mediation. Your Government Services Bargaining Committee (GSBC) is unanimously recommending members vote in favour.

The employer has withdrawn concessions it had been seeking, including a 4% wage rollback, reductions in shift differential pay, weekend premium pay, overtime, Health Spending Accounts among other benefits.

Job security has been extended to Dec. 31, 2022, and there will be salary increases of 1.25% in January 2023, and between 1.5% and 2% in September 2023.

For those who were unable to attend, here are some of the frequently asked questions from members, along with answers from your negotiating team.

#### PS3 and PS4 WAGES

**Q: If the proposed agreement is ratified, what pay grades will apply to Program Service (PS) levels 3 and 4?**

**A:** The pay grade for new hires and workers who voluntarily transfer into new positions as PS3s after ratification will be 66 instead of the current 67. For PS4 new hires and voluntary transfers after ratification, the pay grade will be 68 instead of 70. These classifications were targets because the employer believed that the work being performed was at a pay level significantly higher than was being paid in comparable work in other jurisdictions across the country. We couldn't move them from that position.

The proposed agreement provided a compromise for the parties on how to have the least impact on current employees. The results of that are that employees currently in PS3 and PS4 will maintain their current salary, but can continue to progress up the pay grid. If we had not done this, we would have had to go to arbitration on this issue and all current PS3 and PS4 members could have faced getting cuts in pay.

**Q: For members who are being transferred to PS3 and PS4 positions, if the agreement is ratified, will they be paid at the current rate or at the new, lower rate recommended by the mediator?**

**A:** If your transfer to the new PS3 and PS4 position happens before ratification of the agreement, if it is ratified, you should be at the existing pay grade, not at the lower pay rate. If the employer seeks to put you on the lower rate, contact your MSO.

The lower pay grade will apply only to new hires or people who transfer to a different department at the same level after ratification.

#### WAGE INCREASES

**Q: With inflation increasing, and after years without raises, why would we accept this package?**

**A:** There's no doubt that the cost of living is increasing and that's why we had to get some pay increases in this collective agreement. However, your negotiating team was looking at a mountain of concessions and rollbacks to salaries, benefits, shift differentials, weekend premiums, overtime and the loss of paid time for Christmas closure. The employer was also seeking added hits to some classifications.

Our role as your negotiating team was to refuse to agree to any concessions and at the same time build in some job security and some guaranteed wage increases.

We are dealing with the most aggressive, dictatorial government that we've seen in decades. It was bound and determined to bash these concessions out of its own workforce and we have resisted that.

Throughout negotiations we have been hearing from the membership that not accepting concessions was their priority, and that they weren't expecting wage increases.

Are the wage increases enough for the members? That's up to the members to decide. Even though proposed agreement is out there for a vote, we are continuing to build our capacity to be on picket lines, if necessary, because that could ultimately be where this ends up.

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**Q: Why not seek wage increases tied to inflation rather than picking an arbitrary number? That would allow for the possibility of falling back to 0% increases, but prevent any roll backs.**

**A:** That makes sense if this was a reasonable employer that respected the work you do, wants to retain you and thinks you should get cost-of-living increases as a matter of course. That's not the environment we are in. Your employer wanted to force 4% cuts to your wage packet, plus massive reductions in your shift differential, your weekend premium, Christmas closure and paid time off.

However, if the members decide not to ratify, we are ready to move to the next stage of formal mediation where the gains that we made in informal mediation may no longer exist. If formal mediation doesn't lead to an agreement, the employer could move to lock us out or our members could take a strike vote. We are prepared for that.

## **RAPID RESPONSE FORCE**

**Q: When does the 8% salary modifier for members assigned to rural crime project known as the RAPID Response Force take effect?**

**A:** The Letter of Understanding (LOU) regarding RAPID became effective on April 1, 2021. It provides a salary modifier of 8%, applied to officers designated with RAPID response duties which include responding to Priority 1 and 2 calls. Once officers are designated for deployment under the RAPID program, they will be required to respond to calls as dispatched. There may be other RAPID related policing duties (beside Priority 1 and 2 calls) Officers are designated to perform under the RAPID Program.

**Q: Is the 8% increase in pay pensionable?**

**A:** Yes. The increase in salary is pensionable and is also included for calculation of overtime.

**Q: Will dispatchers with the Operational Communications Centres get the 8% raise given to members who are part of the RAPID Response force? If not, why not?**

**A:** The increased compensation is for the additional duties and risks that are assumed by officers responding to priority 1 and 2 calls. If there are significant changes to the duties and responsibilities of other members, they can seek a classification appeal and it may provide a wage modifier.

## **JOB SECURITY**

**Q: The proposed agreement gives us job security until Dec. 31, 2022. Does that mean the employer can come to us immediately after that and tell us our jobs are gone?**

**A:** No. There has always been provision in our collective agreements for the employer to make job abolishments and there are processes for layoffs and recalls. The employer has to jump through some hoops before it can cut jobs.

In the last round of bargaining, we negotiated much stronger language that means the employer had to go through even more hoops. That kind of language is rare across Canada today. The good news is that we retain that language in the proposed agreement. If the employer proposes to cut jobs by outsourcing or privatization, they are required to consult with the union first.

**Q: Does job security apply only to our current position? If we change positions, do we lose job security?**

**A:** Job protection applies to all permanent encumbered positions in government service. If you are in a permanent encumbered position, you get that protection regardless of whether you have changed positions.

**Q: If the employer had said earlier that it was looking at abolishing our jobs and we had gone through the required 120-day consultation period but have heard nothing since, are our jobs safe under the proposed agreement?**

**A:** If your position has not already been abolished, your job will be safe if the proposed agreement is ratified, until Dec. 31, 2022. If the employer chooses to consider abolishments at that point, the requirement in the collective agreement for 120 days' notice would still apply.

**Q: In 1990, we were given a choice by the PC government of Ralph Klein: Take a 5% wage cut or suffer jobs cuts. We voted to take the wage cut, but months later the government cut thousands of jobs. Can we trust the UCP not to do the same if we ratify this agreement?**

**A:** There is no doubt the UCP government had a clear agenda to cut, slash, burn, privatize, contract out and roll back wages and benefits.

However, the COVID-19 pandemic has slowed it down. The government has not reached where it wanted to be at this stage in its mandate. It is halfway through its term, now it is thinking about the next election.

At the same time, it is going through a leadership crisis, which is also distracting it from the attacks on the public service that it was determined to carry out. We are seeing a government that doesn't seem to have the appetite to take on those big fights.

Meanwhile, we know that we may end up on the streets on strike or locked out if this agreement isn't ratified and we are fully prepared for that. It's important that we continue to show that strength and solidarity regardless of what happens with this vote.

**Q: Why does the job security end on Dec. 31, 2022, and not extend to the end of the collective agreement?**

**A:** The employer was adamant that there would be no wage increases as long as there was job security. The bargaining committee felt that the government will have little appetite for throwing public-sector workers out or work in early 2023 as it is heading into the next election. This government is in a weakened state, delayed in implementing its agenda because of the COVID-19 pandemic and distracted by internal struggles.

## **WHAT HAPPENS IF WE VOTE NO?**

**Q: It seems some members are under the impression that if the majority vote no on this ballot, it means that we're going to strike immediately. What happens if there are more no votes than yes votes?**

**A:** If members vote no and reject the proposed agreement, we would go through a process of formal mediation. If that is not successful, then we would be in a position to take a strike vote and the employer would be in a position to lock us out. We have heard rumours about the employer locking out workers and considered that to be a strong possibility.

The concessions that were withdrawn concerning wage rollbacks, the RAPID Response Force and market adjustments during the informal mediation process and the wage increases we negotiated could be lost if members reject the proposed agreement. In other words, we may be starting back at square one with all those concessions back on the table.

Meanwhile, even though we have a proposed agreement to vote on, we continue to prepare for the potential of being on picket lines if negotiations break down.

## FLEXIBLE WORK/WORKING REMOTELY

**Q: The COVID-19 pandemic has changed how we work. Were there any discussions in bargaining about telecommuting/working remotely or other flexible work arrangement?**

**A:** At the time we exchanged ingoing proposals with the employer in February 2020, COVID-19 wasn't an issue. Working-from-home provisions weren't a priority for the membership and so we did not have that in our ingoing proposals.

Introducing new language or proposals in the middle of negotiations can be deemed bargaining in bad faith under Alberta Labour Board rules.

However, there are provisions within the existing collective agreement about flexible work arrangements and those arrangements were renewed and adjusted to reflect changing legislation in the proposed agreement. They can be found in Supplement 1 in the Master Agreement. They can be used to create a more flexible workplace with the agreement of the employer. If your employer is saying that cannot be done, please talk to your MSO.

## WORKLOAD

**Q: Some departments and ministries are continuing to see jobs lost through attrition. The remaining staff are told they need to be flexible and fill the gaps left by these losses, but there aren't enough hours in the day to do the work that's required. What can be done?**

**A:** This is likely to be the Number One issue facing members in the coming months and years. Even though current jobs are protected, when someone leaves and the position is not filled, it adds extra workload to those that are left behind. The workload on our members has been increasing significantly as population growth (and a resulting increase in demand) has not been matched by an increase in staff.

In the last round of bargaining, we negotiated some strong language about workload-appeal processes and how members can raise the issue of workload with management. That language survives in the proposed agreement and members are encouraged to use those processes. Contact your Membership Services Officer (MSO) to find out how.

## CHRISTMAS CLOSURE

**Q: If members vote to accept the proposed agreement, will we continue to be paid during the Christmas closure of worksites?**

**A:** Yes. If members vote to accept the proposed agreement, then for the life of the collective agreement the existing provision of paid Christmas closure will continue.

If the agreement is not ratified, then the existing collective agreement remains in place for now, which would get us through the current Christmas season. Beyond that, we would be back in a position where we are trying to negotiate this. The employer believes this is something that does not exist in other jurisdictions and wanted to take away it from us.

## ARTICLE 31, CASUAL ILLNESS

**Q: Do the changes to Article 31 in the proposed agreement mean that we will no longer have dedicated medical appointment times and that all of those times will come out of our casual-illness bank? That could have significant impact on people suffering from chronic or long-term illnesses and may mean employees running out of casual-illness time?**

**A:** The change to Article 31 is only about reporting and tracking the time off members take off in the government's new 1GX payroll system. It does not change where the time comes from and will not create an extra drain on your casual-illness bank.

## NORTHERN ALLOWANCE

**Q: Will the existing northern allowance continue if the proposed settlement is approved by members?**

**A:** The Northern Living Allowance and other Letters of Understanding (LOUs) that dealt with a variety of northern benefits and entitlements have all been renewed in the proposed agreement. We have negotiated an agreement with no concessions at all.

## MISSING BALLOTS

**Q: How do I vote if I haven't received a mail ballot?**

**A:** The only way to vote is by mailing in your ballot. If you have not received your ballot yet in the mail, please immediately email [ballotrequest@aupe.org](mailto:ballotrequest@aupe.org) with your correct mailing address. We can get that ballot and package of information out to you. If you have co-workers who say they have not received it yet, tell them to email [ballotrequest@aupe.org](mailto:ballotrequest@aupe.org). We need all the ballots in by Dec. 10, so give yourself at least a couple of weeks before then to send it back in.

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