

BARGAINING UPDATE



EMCON (FORMERLY CARILLION)

LOCAL 118 CHAPTERS 024, 025, 026, 027 - ALL STAFF

Comprehensive summary

Below is a comprehensive summary of our negotiations with Frank dating back to July 2019, when we first started working on a new collective agreement.

It's no secret that sitting at the bargaining table with Frank, our employer, has been frustrating. Negotiations for our next collective agreement have been ongoing for nearly three years. Frank drags the process out time and time again, talking a big game while unwilling to actually get anything done.

If you have any questions about bargaining, or want to help get us raises, benefits, improved safety, and more, please contact your Negotiations Team or AUPE Resource Staff.

1. July 8, 2019

This was our initial meeting to finalize the composition of the bargaining committee and conduct bargaining training. We made the decision to conduct the training early to both build solidarity between the various work sites and compare the issues each location faces. The current collective agreement does not expire until October 31st and as such we do not anticipate the employer being prepared to bargain until November.

We had lively discussion about many workplace issues that will need to be addressed in this round of bargaining. One

of the most concerning is the reported state of Occupational Health and Safety. Everything from a lack of training to safe equipment. The OHS issues need to be immediately addressed as well as reviewed during upcoming collective agreement bargaining.

Other issues discussed surround everything from benefits to seniority. A common theme was apparent in almost all of the issues discussed: The employer's inconsistent application of the collective agreement.

(Continued on page 2)

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Other issues we discussed was the communication plan, ensuring the membership are as well informed as practical, without undermining the integrity of the bargaining table.

In the end, we achieved what we set out to achieve. I am impressed with the quality of the bargaining committee member's commitment to those they represent and their interest in improving the work environment at EMCON.

2. September 11, 2019

The bargaining committee, including the alternates met along with Membership Service Officer Berend Wilting the newest team member and AUPE Organizer, Dave Malka.

We had an opportunity to review the member surveys and are ensuring that the bargaining priorities reflect the desires of our members at EMCON.

We worked on some job security related language (which we will share once we exchange our ingoing proposals with the employer). All of your bargaining committee members and alternates were engaged and demonstrably committed to the membership.

We had an opportunity to review other collective agreements within EMCON including the newly negotiated BCGEU contract. We see some benefit in using some of the language in that agreement to address issues raised in the surveys.

What is also clear is that the current collective agreement is not being adhered to, which, as you know, is the first and most basic requirement of parties of a legal contract.

Occupational Health and Safety

We were alarmed by some of the information shared with us in the surveys relating to health and safety. (Well some of us were, others, not so much) These issues will be discussed at the bargaining table. In the meantime, we strongly encourage members to protect yourselves by raising Occupational Health and Safety concerns with the employer. We are also very strongly recommending familiarizing yourselves with your right to refuse dangerous work. Please see the link below.

The next steps will be to set a date to exchange ingoing proposals with the employer, and meet again one more time approximately one week before the exchange.

3. November 20, 2019

We met with the employer on the morning of November 21 with the intent on exchanging ingoing proposals. Unfortunately the employer was not prepared as they had not completed their ingoing proposals. This prevented us from engaging in meaningful dialogue relating to bargaining.

4. February 10, 2020

Your Bargaining Committee and alternates met on February 10, 2020. We discussed several frustrations caused by the employer and our plan of action. This includes:

1. The Employer's **failure to disclose information** necessary to engage in meaningful dialogue at the bargaining table. This includes the following items:
 - Copies of current contracts;
 - Benefit Plan Texts;
 - Copies of all policies relating to the administration of staff;
 - Decisions, or initiatives made that may impact the bargaining unit;
 - Initiatives with likelihood of impacting bargaining unit;
 - Any initiatives being contemplated that may impact bargaining unit over the course of the new agreement;
 - Information with respect to the costing of the Collective Agreement;
 - Breakdown of Full Time/Part Time/Seasonal etc... employees;
 - Information relating to illness leave usage;
 - Information relating to incidents of bullying/harassment/discrimination complaints;
 - Information in relation to classifications that have been abolished etc.. during the life of the agreement;

This information listed above is standard and given **the funding is public**, the requirement to disclosure is even stronger.

Action Plan: We are in the process of submitting an "Unfair labour practice, Bargaining in bad faith" claim. Bill Rigutto is counsel assigned from the Disputes and Arbitrations department. This application should be made in the next week.

2. The Employer **failed to bring an ingoing proposal package** on November 20th as agreed.

Action: We did not provide the employer with our ingoing proposals which were done well in advance of the meeting as we were to "exchange". We agreed to schedule a subsequent meeting to exchange proposals.

3. The Employer emailed a copy of their ingoing proposals to the committee and appeared to anticipate bargaining to be done electronically or by video conference. This is not the format we use to negotiate.

Action: We refused to email our ingoing proposal package, and further refused to bargain electronically or by video conference.

We have scheduled the following bargaining dates:

- February 27 & 28, 2020 (Proposal exchange and bargaining)
- March 4, 5, & 6
- April 2 & 3 (Dates on hold)

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AUPE Staff Organizers Trevor Zimmerman and Dave Malka attended and provided information about direct action, workplace mapping, communication plans, and membership engagement. This information is extremely useful to build the strength, solidarity and effectiveness amongst our members working for EMCON to build a stronger union among the members and defend and improve your contract in our negotiations.

We also had Berend Wilting and Bill Rigutto in attendance that are working with members of the bargaining committee on several grievances.

Your bargaining committee and AUPE staff are working hard for you to address the numerous issues in the workplace, including health and safety, respectful workplace, compensation and job security.

5. February 27 & 28, 2020

After a rough start on the 27th, bargaining went extremely well for the remainder of the 27th and 28th. We exchanged our proposal packages and agreed to work on the non-monetary items.

We signed off on the following Articles:

- Preamble
- Article 1, Application
- Article 2 – Union Recognition, Security and Rights
- Article 4 – Dues Check-off
- Article 7 – Labour Management Relations
- Article 10 – Discipline and Discharge
- Article 22 – Technological Change
- Article 27 – Classification Specifications
- Article 28 – Apprenticeship Programs
- Article 29 – Training and Service Career Policy

We agreed to a new clause in Article 7 – Labour Management Relations:

“The Employer and the Union agree that in the exercise of each of their rights and in the administration of this Agreement they shall do so in good faith and in a fair and reasonable manner.”

This clause is intended to ensure that both parties conduct themselves in a manner which would improve labour relations.

Discipline and Discharge

We have made significant, and mutually beneficial improvements to Article 10, Discipline and Discharge including:

Defining “Culpable Misconduct”

“Culpable misconduct is behaviour that has the following characteristics:

- (a) The Employee knows, or could reasonably be expected to know, what is required.**
- (b) The Employee is capable of carrying out what is required.**

(c) The Employee chooses to perform in a manner other than as required.”

“The Parties agree that culpable misconduct shall be subject to constructive and corrective action in the form of Progressive discipline. Progressive discipline is corrective in nature and seeks compliance using a disciplinary sanction proportionate to the misconduct. Progressive discipline only applies to instances of culpable misconduct.”

We also negotiated improvements that will both allow Union Representation to meet with members in advance with copies of relevant documentation and prevent unnecessary delays to the investigation process.

“Both the Employee and the Union Representative shall be advised in advance and in writing of the purpose of any meeting with the Employer which may be the basis of disciplinary action. The Employer will provide a copy of any complaint prior to the investigation meeting.”

“Any disciplinary sanction as a result of the investigation will be provided to the Employee and the Union within fourteen (14) days of the conclusion of the investigation.”

“Disciplinary documents shall be assumed to have been removed from an Employee’s file after twenty-four (24) months.”

We also agreed on a provision intended to ensure timely investigations:

“The Employer will investigate allegations of culpable misconduct in a timely fashion.”

There is no question that we have taken significant, and mutually beneficial steps to ensuring the disciplinary provisions will ensure fair treatment, and issues of alleged misconduct are handled in a timely fashion.

Inconsistency

We began tackling the issue of inconsistency including reports of various out-of-scope supervisors individually interpreting the collective agreement both inconsistently and incorrectly creating unnecessary conflict. Inconsistency is a key theme in our bargaining discussions in various areas. While we haven’t fully addressed this issue, it is evident that the employer is also interested in addressing this issue. To be continued...

It was recently reported by Berend Wilting, the Membership Services Officer assigned to EMCON, that some out-of-scope supervisors are stating that anyone can represent a member being investigated for misconduct. This is alarming. Not only is this a fundamental breach of right to Union Representation, this type of mismanagement will

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certainly lead to conflict and disciplinary sanctions being struck down by arbitrators.

It is noteworthy that Berend was extremely helpful sharing his experience from the trenches. We anticipate he will continue to do so during our next bargaining dates.

Health and Safety

We initiated discussions surrounding Health and Safety and will continue when we meet again in March. There are many issues both sides are working on so AUPE members are working in a safe and healthy environment.

We had discussions around several other articles and are on the brink of signing them off. We anticipate this will occur very early in the next 3 day session. We are optimistic that we will be able to come to agreement on ALL non-monetary articles by the end of our next bargaining dates.

Work of the Bargaining Unit

It was reported that out-of-scope Foremen have been doing the work of the bargaining unit. We had a lively and productive discussion that appears to be leading to an understanding with respect to the boundaries around when Foremen can do this work. We are working through the definition of "Emergency Conditions" that will help us move forward.

Seasonal Employees vs. Casual Employees

We are doing our best to ensure that the only purpose of Casual employees is to backfill Regular and Seasonal Employees or when Regular and Seasonal Employees have been offered all available work. Additionally we are working towards addressing the issue of Casual employees being treated as Seasonal Employees, but without the associated rights and benefits.

Additionally we are working towards ensuring that when Seasonal employees are recalled from seasonal layoff, it is done in a manner respecting seniority rights. We are early on in these discussions.

EMCON Government Contracts

The employer shared with us some of the work they are doing with the provincial government in securing contracts and appropriate levels of compensation that would assist in providing job security for their employees. We are hoping for some good news in the next couple of months.

Overall we are happy with the progress we made and we have reason to be optimistic that this will continue in bargaining, at least for the non-monetary items.

Both Dave Malka, AUPE Organizer and Berend Wilting, AUPE Membership Services Officer attending bargaining and were extremely helpful in moving us forward.

Bargaining continues on March 4, 5 & 6.

6. March 4-6 2020

We met for three days this week and worked on several Articles. We signed off on:

Article X – Respectful Workplace (will become Article 22)

Article 6 – Employer Rights

Article 8 – Grievance Procedure

Article 17 – Paid Holidays (non-monetary provisions only)

Article 21 – Health and Safety

We believe the language we negotiated in Discipline and Discharge (February 27 & 28), Labour Management Relations, Health and Safety, Respectful Workplace and Grievance Procedure provides significant improvements from the former Carillion agreement to create a safe and healthy workplace and improve employer – employee/union relations. Some highlights of the changes include:

Labour Management Relations

"The Employer and the Union agree that in the exercise of each of their rights and in the administration of this Agreement they shall to do so in good faith and in a fair and reasonable manner."

Health and Safety

"Right to Refuse Dangerous Work

- (a) An Employee may refuse to work or to do particular work at a work site if the Employee believes on reasonable grounds that there is a dangerous condition at the work site or that the work constitutes a danger to the Employee's health and safety or to the health and safety of another Employee or another person.
- (b) No person shall take any discriminatory action against an Employee, by reason of that worker exercising their rights under the Occupational Safety Act, Regulations or Code."

Respectful Workplace

In Respectful Workplace, definitions for: **Bullying, Sexual Harassment, Personal Harassment and**

"Abuse of authority" means the improper use of power that flows from a supervisor or manager's position of authority over an employee; in particular, intimidation, threats or coercion, which could reasonably be expected to endanger an employee's ability to perform his or her job, threaten the employee's economic livelihood, or significantly affect his or her physical or emotional well-being.

It is not abuse of authority to exercise managerial responsibility legitimately, including but not restricted to: managing performance, setting performance expectations, and enforcing policies."

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Respectful Workplace Training

The Employer has suggested that once bargaining is completed that we look at jointly conducting “Respectful Workplace” training. The idea would first have us “pilot” the training at one location and, if successful, possibly roll it out to all locations afterwards. We committed to looking into this as an option.

Discipline and Discharge:

“Culpable misconduct is behaviour that has the following characteristics:

- (d) The Employee knows, or could reasonably be expected to know, what is required.**
- (e) The Employee is capable of carrying out what is required.**
- (f) The Employee chooses to perform in a manner other than as required.”**

Advance written notice/purpose of disciplinary meeting:

“Both the Employee and the Union Representative shall be advised in advance and in writing of the purpose of any meeting with the Employer which may be the basis of disciplinary action. The Employer will provide a copy of any complaint prior to the investigation meeting.”

We also agreed to include a statement connecting the misconduct to an proportionate disciplinary sanction:

“Progressive discipline is corrective in nature and seeks compliance using a disciplinary sanction proportionate to the misconduct.”

We also agreed to a timely investigation clause:

“The Employer will investigate allegations of culpable misconduct in a timely fashion.”

Lastly we agreed to a Clause that, at the employer’s discretion would permit an employee to request that a disciplinary document be removed after 12 months.

“An Employee may make written request to the Director of Human Resources to have disciplinary documents removed from their file after twelve (12) months. The onus will be on the employee to provide adequate reasons to have the document(s) removed.”

And at 24 months:

Disciplinary documents shall be assumed to have been removed from an Employee’s file after twenty-four (24) months.

In Grievance Procedure we agreed to a disclosure clause:

“At each step of the Grievance procedure, the Employer’s representative and the Union Representative shall exchange information known to them and related to the issue in dispute that would assist in resolving the Grievance.”

Additionally the grievance procedure has been slightly streamlined while protecting the meaningfulness and integrity.

Within the above noted Articles, there were many more improvements, all of which we consider to be of mutual benefit.

Monetary:

We spent a significant amount of time on Article 25 – Equipment and Clothing and Memorandum of Understanding #1 – Safety Equipment and Clothing. We have agreed to fold MOU #1 into Article 25. This was our first “monetary” related item we have engaged in.

We are attempting to obtain Winter Coats, Work Boots, winter gloves, coat and bib or insulated coveralls. We are also attempting to negotiate “Comprehensive Insurance” for “tools owned by employees and required to be used in the performance of their duties...”

We made significant headway but did not quite get there.

We are looking at dates to resume bargaining.

NOTE:

Cellular Telephone Allowance

We were advised by the employer that the Cellular phone allowance of \$15 **is not being taxed** as was claimed by some members. The employer has stated that it is paid on the first pay period of the month in a non-taxable code.

7. July 14 2020

Like most bargaining units, we have been at a standstill since the COVID-19 pandemic wreaked havoc around the world.

An additional obstruction is the fact that EMCON’s bargaining spokesperson is Frank Rizado who lives in BC.

We have arranged electronic video conferencing as a means to bargain and have offered to host it. While not perfect, it will have to do until the pandemic subsides.

We are awaiting dates from EMCON. I have emailed them multiple times requesting dates. The last time we were told that they would provide dates towards the end of July. This has not happened.

If we don’t hear from EMCON by the end of the week we will send a letter indicating our intention to seek relief from the Labour Relations Board through an Unfair Labour Practice application for bargaining in bad faith.

8. August 11, 12, & 14, 2020

We met over three days with the Employer for the first time over video conference. All things considered, this bargaining medium went fairly well even though the results were extremely frustrating.

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Our focus for the entire three days included:

Article 25 – Equipment and Clothing

Article 26 – Payment of Wages and Allowances

Article 30 – Seasonal and Casual Employees

On our second day, Wednesday August 12, the Employer presented us with a monetary offer. The employer offered us .092% and included the caveat that all monetary related items (boots, safety equipment etc..) would come out of that increase. Needless to say this offer was rejected quickly and firmly.

****Update to this:** We received an email from Frank this past Saturday (August 15th) indicating that he wouldn't take his current offer for boots and other monetary items out of the .92%. However, their position on these items is that they will cover 60% of the cost of a pair of boots once every two years up to a maximum of \$100, and 60% of the cost of a pair of coveralls every 24 months if purchased through their supplier and 60% of the cost if employees purchase from another supplier up to a maximum of \$80.

Needless to say, this is far from what will be necessary to obtain a collective agreement.

EMCON also offered a "Cola" for each year of the contract provided the contract expires in 2026. This "Cola" is not calculated directly from the Consumer Price Index (CPI) but rather based on inflationary increases EMCON receives in their government contracts. We are still trying to understand how this works and how it's calculated.

Keep in mind we have not received the monetary information we require and are entitled to in order to determine whether or not our monetary package is in line with EMCON's financial situation.

On Friday August 14 we resumed bargaining and made very little headway. Instead of substantiating their position with evidence, we were faced with anecdotes and bold threats to turn away contract extensions causing the loss of employment of our members. Frank Rizzardo was figuratively going to "Cut his nose off to spite his face". It was childish and a transparently empty threat.

It is of significant concern that EMCON is not even willing to treat their Alberta crews in the same way they treat others in BC and Ontario.

In the end, Frank Rizzardo stated in an email relating to our monetary position which includes improvements to safety equipment and clothing as well as a 3% increase in the first year: "So no we cannot afford your current ask."

We are aware that EMCON compensation has fallen behind others in the industry. We have shared with Frank that people are looking for employment elsewhere and he could conceivably lose a large

portion of his bridge crews as well as others in the very near future. This didn't appear to have any impact on them.

We have decided to follow through with the original plan to take EMCON to the Labour Relations Board filing a "Failing to Bargain in Good Faith" complaint due to EMCON's failure to disclose financial documents we are entitled to. This information will allow us to fulfill our statutory obligation to represent the members in negotiating a collective agreement.

Berend Wilting attended bargaining and updated both committees as to the state of labour relations. The update was discouraging as conflict about issues that should have been resolved a long time ago still persist. A significant part of the problem is with the foremen and their lack of knowledge and training with respect to human resource type issues including:

- Violating the Health Information and Privacy Act by seeking medical information they are NOT entitled to;
- Using layoff as a disciplinary measure;
- failing to follow their obligations in the collective agreement with respect to performance and discipline;
- and other issues.

There definitely appears to be a blatant abuse of authority by some of the Foremen that we will need to address through collective bargaining language.

Bargaining is scheduled for September 8-11 via video conference, but will depend on the status of the LRB complaint.

December 17, 2020

The employer has shared their view of bargaining and have referred to AUPE as a third party. The direction your elected bargaining committee has taken is on behalf of those who elected them and submitted input through our bargaining survey.

The employer claims to be "transparent" however they behave very differently at the bargaining table. It is their desire to have a long term contract and proposed 6 years. In the first year they offered .92% and in subsequent years offered what they refer to as a COLA. When we attempted to dig deeper into exactly how this "COLA" was calculated, their answer was less than transparent. We do know that it is based on the contract increases that EMCON receives from the Government. We also know that there are costs taken out of that amount prior to it being shared with employees. When we asked the employer to provide us with the calculation as it would have applied hypothetically in 2020, they were not forthcoming. We further asked them to show us how it works in British Columbia where they have an 8 year contract with a COLA in each year. It was not forthcoming. This is part of what we are seeking from the Alberta Labour Relations Board.

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We began our monetary discussions trying to improve the safety equipment you are required to wear while at work. It's absurd and frankly obscene that you would have to front the costs for items required to work for the employer. We sought to close the gap from where we are now, to having the employer fully fund all safety equipment.

There are members who are working on vehicles in the open cold in the winter without a shop. There are members who have to purchase both winter and summer boots to work on bridges. There are members who have to purchase multiple pairs of boots due to damage caused by tar and asphalt. All out of their own pockets.

Additionally, we sought to improve the compensation for cellular telephones that the employer requires you to use. They claim they don't require it, but all reports are that they certainly do. We've been made aware of our members working in areas with no cellular phone coverage and who have not been provided radios as is required.

9. February 2, 2021

On February 2, 2021 we engaged in an Alberta Labour Relations Board Resolution Conference with Frank via video conference. There was agreement at this conference for financial disclosure to be provided within two weeks. However, the only correspondence received was a letter denying any financial disclosure. Had the employer provided financial disclosure we would have returned to the bargaining table to continue bargaining.

The next step is an ALRB hearing scheduled for March 24 and 25th.

10. March 24 & 25 2021

On March 24th and 25th our unfair labour practice application was heard by the Labour Relations Board. We were seeking financial information about the economic health of EMCON as the employer repeatedly, and consistently claimed that the reasonable increases asked by EMCON employees was not affordable.

After evidence was presented and arguments heard, the Labour Relations Board issued an oral decision granting our application and ordering EMCON to produce audited financial statements going back two years as well as two years of budgets going forward.

This information will assist us in assessing our monetary position with the employer's claims of inability to pay. We are hopeful that the employer will move off of their insufficient and insulting offer of .92% as well as either providing necessary safety equipment and clothing or reimbursing employees.

The Labour Relations Board will be issuing a letter outlining their oral decision in the next few days. This letter will be shared with the bargaining committee and posted on the AUPE website.

We are hopeful to have bargaining dates scheduled shortly.

11. May 5, 2021

We received a favourable decision from the Alberta Labour Relations Board regarding the disclosure of financial information necessary for bargaining.

"Accordingly, the Board is satisfied the audited financial statements for the past two years, and such annual budgets as may exist for the next two years, are reasonably necessary to assist the Union in understanding and assessing the Employer's position."

The Board left the negotiation of the confidentiality between the parties:

"The Board believes that confidentiality conditions upon such production are appropriate to ensure the Employer's information will not become public or be used for purposes outside of collective bargaining. The parties asked the Board to reserve on the issue of confidentiality conditions. The Board will leave it to the parties to negotiate appropriate conditions and reserves jurisdiction to resolve any dispute in relation to that issue."

Unfortunately EMCON has made absurd conditions to the confidentiality agreement to the likes we've never seen before. Specifically a punitive monetary penalty for any breach of confidentiality. Such a breach is in the jurisdiction of the Labour Relations Board who would determine the appropriate penalty.

Secondly EMCON has denied the existence of annual budgets for the next two years as has been directed by the Board. We have asked for any documents relating to the annual budgets for the next two years to which EMCON responded with a "no". We do not believe this is being done in good faith. This has caused a considerable delay.

We have escalated this matter internally to meet with the Director of Negotiations and Disputes and Arbitrations as well as get this back to the Labour Relations Board.

We are hopeful to get this back to the Board in June.

12. September 19, 2021

Where are we at?

The employer raised their monetary offer from .92% to a total of 1.5% **minus** all monetary items (boot allowance, tools, winter clothing, other safety equipment, any enhancements to health plan etc...). It is conceivable that the increase to the wages could fall as low as .5%.

How much is a 1.5% Increase?

Assuming the full 1.5% is applied to wages, an employee making **\$27.00** per hour would see a .40 cent increase to bring the hourly wage to **\$27.40**. (Multiply your hourly rate by 1.015% to get the new hourly rate)

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Cost of Living in Alberta

The Consumer Price Index (August 2020 – August 2021) for Alberta is 4.7%.

Consumer Price Index

AUGUST			
TREND	2020	2021	% CHANGE
⬆️	144.2	151.0	4.7%

Adapted from Statistics Canada, Table 18-10-0004-01 (Consumer Price Index, 2011 basket). This does not constitute an endorsement by Statistics Canada of this product.

Analysis

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On a year-over-year basis, Albertans paid 4.7% more in August 2021 for the goods and services that comprise the Consumer Price Index (CPI) than in the same month a year ago, while the national average CPI was up 4.1%. In Alberta, nearly all commodity categories increased, with Energy (+33.9%) and Transportation (+12.4%) increasing the most.

To just break even with the Alberta's Consumer Price Index, you need an increase of 4.7% this year, and an increase equal to the CPI for every year in the contract. Example: If your wage increase is 1% this year, with the CPI being 4.7%, you fall behind by 3.7%.

Bargaining Committee Decision and LRB Delay

Given these facts, the Bargaining Committee decided to continue to pursue EMCON's financial information as **already ordered by the Alberta Labour Relations Board (ALRB)**. Due to a multiple hearings being scheduled simultaneously, Bill Rigutto had to request for an extension. Bill will be contacting the ALRB this week to seek a new date. Given Bill's expertise and history with EMCON the committee decided not to seek new council as it would not be in your best interest.

Going Forward

- The next step is for the Board to decide on the terms of disclosure of the financial information.
- We will review the financial information to determine the financial health of EMCON and their ability to afford our monetary position.
- We return to the bargaining table with either the same monetary position, or a modified one depending on what the bargaining committee decides.

We will continue to pursue the best possible collective agreement for employees at EMCON.

CLAC

We understand that there is an active raid being conducted by CLAC. They have been in contact with some of our members and have presented CLAC as an alternative to AUPE. If our members believe for a moment that by changing unions Frank's purse strings will loosen magically, they're kidding themselves.

Mandatory Vaccination Update

AUPE does not play a role in an employer's decision to mandate a COVID-19 vaccination. We do, however, ensure that the rights of our members are protected. Here is a link to AUPE's position on the mandatory vaccination.

13. November 10, 2021

Email to Frank Rizzardo from Jason Rattray and copied to the Bargaining Committee

Good Evening Frank,

The bargaining committee wishes to return to the table. Part of what we want to do a direct comparison with Ledcor agreement. I am going to prepare a side-by-side comparison of all monetary items including the safety equipment, winter clothing etc... they are provided. It seems that you may have been misinformed about what is in the Ledcor agreement.

Can you also please put together an article by article summary of the Employer's proposed monetary package, specifying any increases to safety equipment, winter clothing, boots etc... We also want to discuss using an actual COLA that is based on the Consumer Price Index.

We are still pursuing the disclosure of the financial information as ordered by the ALRB and will not be in a position to agree with monetary items until we see this information.

Can you please let me know what dates work for you in November and December (early)?

14. November 11, 2021

Email from Frank Rizzardo responding to November 10, 2021 Email

Jason, it would appear that nothing we do will resolve the AUPE ask, I will let the ALRB process wind to conclusion. I continue to suggest that returning to the table and resolving what is outstanding is the correct action. I will advise that you can do what you wish on a side by side agreement with Ledcor language on wages BUT you seem to ignore all the other operating clauses that separate the two agreements that benefit employees and employer alike. I only referenced wage comparison with the recently signed May 1, 2021 agreement as a result of an email from you, where you brought to my attention on a Pipeline agreement you forwarded to me, stating this is where your group wanted to go expectation wise. We have already proposed clothing boots, safety language and responded to the Unions asks on wage increases. Really next move is yours. I have few limited dates in Late November via zoom, some in Dec. HOWEVER I don't work well with a gun held to my head, if everything

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is meaningless on your side until the ALRB reconvenes then that seems to be where you want to go meetings are fruitless. I have my schedule fairly full trying to deal with RFP issues in Alberta and Ontario and preparing to bid one in BC .

I will NOT tie us to a CPI index that is not tied to the Maintenance contract with AT , as that would be tantamount to announcing when we would be exiting the business in Alberta. Our competition and you have their agreement has fixed wages going to 2023 .That is who are just chomping at the bit to get the contracts complete with the CLAC agreement signed May 1,2021.

15. November 11, 2021

Email Response to Frank from Jason Rattray

Good Morning Frank,

I suggest we meet via Zoom or Microsoft Teams on December 1, 2 and 3rd. Please let us know if that works for you, and if not, please provide some that do.

16. November 23, 2021

Email from Jason Rattray to Frank Rizzardo making reference to November 11, 2021 email.

Good Morning Frank,

Touching base with respect to the below email.

Frank Rizzardo did not respond.