

BARGAINING UPDATE



ALBERTA INNOVATES & INNOTECH LOCAL 060 - ALL STAFF

Employer presents final proposal Monetary and non-monetary resolved and tentative agreement to be drafted

As negotiations resumed on October 6th and 7th, the Government of Alberta imposed a mandate we explained in our previous bargaining update continued to be a hurdle we had to overcome. We continued to reject the premise of the mandate and remained adamant that it unreasonably restricted our constitutional right to collectively bargain.

This most recent round of negotiations was facilitated by our mediator, Rick Wilson, and saw some notable progress. The employer responded to our stance by reevaluating their position and presenting a counterproposal.

The employer presented what we had proposed almost two years ago—performance and advancement on the wage grid are to be separated. Advancement on the wage grid will now be based on the length of time employed instead of being tied to an arbitrary and extremely subjective performance rating process. Employees will advance to the next step on April 1st every year.

Furthermore, the wage grid is to be compressed from eighteen steps to eight steps, as we had proposed. The change to the structure of the wage grid will see two thirds of the membership receive a raise between 0.1% and 5.8%; the employer sees this change as being within the mandate.

Drafting of a “Performance Review” letter of understanding (LOU) has been deferred to the local Labour Relations Committee, with the assistance of the AUPE negotiator. This LOU is subject to the current AUPE approval process.

Other Monetary Improvements:

- Temporary Employees are now eligible for the dental plan after twelve months of continuous employment.
- Travel time has been improved to ensure compensation when an employee travels from their home work location to a temporary work location.

Non-monetary changes were made to articles:

Article 3 – Bargaining Agent

A clause ensuring the right to union orientation has been included.

3.07 – Union Orientation

The Employer shall advise new Employees of the fact that a Collective Agreement is in effect. Within thirty (30) days of hire, Employees shall be given a Union orientation of not more than one-half (1/2) hour by the Union on the Employer's time.

Article 11 – Health and Safety

Now includes an improved right to refuse compared to the one imposed by the UCP.

AUPE NEGOTIATING TEAM - ALBERTA INNOVATES & INNOTECH

Ryan Rybchuk

rybchuk@gmail.com

Brittany Orfino

b.bayl@hotmail.com

Marcel Weinans

marcel.weinans@albertainnovates.ca

Sean Watt

sean.watt@innotechalberta.ca

AUPE RESOURCE STAFF

Jason Rattray Negotiations

j.rattray@aupe.org

Farid Iskandar Organizing

f.iskandar@aupe.org

Kavi Chahal Communications

k.chahal@aupe.org

(Continued on page 2)

BARGAINING UPDATE



11.06 Right to Refuse Dangerous Work

An Employee has the right to refuse work if they have reasonable grounds to believe that the performance of this work will endanger their health, safety or physical well-being, or may similarly endanger others.

When an Employee refuses work in accordance with clause 11.06:

- 1. They shall inform their supervisor and Union representative without delay;*
- 2. They shall suffer no loss of pay during the period for which the work is refused as dangerous;*
- 3. Until the situation is remedied, no other Employee may be assigned to use or operate the machine, apparatus, material or object, or be assigned to the part of the work which is the subject of the investigation, unless it is this person's duty to establish safe conditions;*
- 4. Until the situation is remedied, the Employer may assign temporarily the Employee to another job providing that it is similar to their own, that the Employee does not suffer any loss of pay and that such an assignment does not violate the provisions of the Collective Agreement.*
- 5. As soon as the Employer is informed by the Employee, the Employer shall ensure that the necessary actions to remedy the situation giving rise to the refusal to work are conducted in a timely fashion; reasonable efforts should be undertaken to ensure any relevant actions shall include the employee and a Union representative.*
- 6. No Retaliation
Neither disciplinary, nor discriminatory action shall be taken against an Employee for refusing work they believe to be dangerous.*

Article 13 – Job Evaluation

Has a vastly improved process with checks and balances as well as an appeal process with an independent arbiter who makes the final decision.

Article 14 – Recruitment and Selection

Now has a better designed process that protects current regular employees from being precluded from a job competition for a Temporary Position. Additionally, improvements were made to the automatic conversion process clarifying that conversion to Regular status is automatic after twenty-four months.

Article 34 – Discipline and Discharge

34.01 Employee Rights During Disciplinary Investigation

(a) An Employee who participates in an investigation, meeting or interview that could reasonably lead to disciplinary action has a right to union representation. The Employee shall be notified of their right to Union Representation, the purpose of the meeting, and the time and place of the interview. Reasonable advance notice no less than twenty four (24) hours will be provided to the Employee unless otherwise mutually agreed upon.

(b) All evidence the Employer intends to rely upon to support a disciplinary action must be provided to the Employee.

34.01 (b) is one of the strongest disclosure clauses in any AUPE agreement.

34.04 – Disciplinary Documentation

When an Employee has been given a written reprimand, suspension, disciplinary demotion or is dismissed from employment, such document shall include the reasons for such action. The Employee will be provided with a copy of all documentation pertaining to the Employee's conduct or performance which is placed on the Employee's personal file.

34.04 contains another disclosure clause ensuring that employees receive all documentation placed on their personnel file.

Article 35 – Grievance Procedure

A few key changes including the removal of the following clause:

When the aggrieved fails to process a grievance within the time limits and procedures specified in Clauses 35.03, 35.04, 35.05 and 35.06 they shall be deemed to have abandoned their grievance.

Replacing it with:

Timelines

- (a) The time limits set out in grievance procedures may be extended by mutual agreement between the parties.*
- (b) It is the desire of both parties to this Agreement to resolve grievances in a manner that is just and equitable, and it is not the intention of either the Employer or the Union to evade settlement of disputes on a procedural technicality. However, notwithstanding the forgoing, it is clearly understood that time limits established herein are for the sake of procedural orderliness and are to be adhered to.*
- (c) Should either party fail to adhere to the time limits, the onus is on that party to show a justifiable reason for its failure to adhere to such limits.*

Additionally, the definition of “Policy Grievance” has been changed to remove the restriction of filing some grievances as individual or group, and instead file a policy grievance when there is a systemic violation of the CBA. Additionally, Membership Services officers may file the grievance on behalf of members.

(a) A “Policy Grievance” is defined as one which involves a question relating to the interpretation, application or administration of this Agreement.

Letter of Understanding – Workload

The workload LOU has been improved to lay out each step and ensure there are checks and balances that create a meaningful process.

The tentative agreement is currently being drafted and will be completed early next week. We will keep you updated with further information as it is made available.