



10025 182 Street, NW
Edmonton, Alberta, Canada T5S 0P7
Telephone: (780) 930-3300, 1-800-232-7284
Fax: (780) 930-3392, 1-888-388-2873 www.aupe.org

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June 3, 2025

VIA EMAIL: ALRB.EDM@gov.ab.ca

**Alberta Labour Relations Board
Suite 640 - 10155 102 Street NW
Edmonton, Alberta T5J 4G8**

Attention: Tannis Brown, Director of Settlement

RE: A bad faith bargaining complaint brought by Alberta Health Services, Recovery Alberta: Mental Health and Addictions Services, and Primary Care Alberta (the "Employers") affecting The Alberta Union of Provincial Employees- Board File No. GE-09406

Dear Tannis,

These presents constitute the Union's substantive response to the Employer's Complaint dated May 8 2025, and its Particulars dated May 23, 2025.

1. The Union admits the contents of paragraphs 1 through 11 of the Complaint.
2. The Union admits paragraph 12 of the Complaint and notes that the Employers never truly and meaningfully negotiated their ingoing as is reflected by the fact that the Employers' ingoing remains their current position.
3. Paragraph 13 of the Complaint is admitted.
4. Paragraph 14 of the Complaint and its Particulars are denied as drafted and the calculations and methodology described therein are tendentious and the Union puts the Employer to the proof of the allegations contained in paragraph 14 and its Particulars.
5. Paragraphs 15 through 20 are admitted.
6. With respect to paragraph 21 and its Particulars, the Union admits that it transparently and rationally presented to the Employers a macro/micro economic explanation of its proposal that was rooted in the health care labour market and the real lives of the real workers that the Union represents. The Union vigorously denies the balance of the allegations contained in paragraph 21 and its Particulars.
7. Paragraphs 22 and 23 are admitted.

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8. With respect to paragraph 24 of the Complaint the Union admits the emails produced in Tab 4 which speak for themselves. The Union further notes that the Employer decided to avoid any possibility of informal mediation.
9. Paragraph 25 of the Complaint is admitted. These meetings were held at AUPE headquarters in Edmonton. The Parties met in a large conference room that was left to the Employers' team when the Parties caucused.
10. With respect to Paragraph 26 of the Complaint the Union admits that, unlike the Employers, it tabled, in good faith, a revised proposal and such proposal speaks for itself. The Employers have always refused to table revised monetary positions.
11. With respect to paragraph 27 of the Complaint and its Particulars the Union agrees that the Employer mechanically and by rote simply rejected the Union's revised proposal and refused to meaningfully discuss same. The Union notes that the Employer refused and continues to refuse to provide any meaningful content to its mantra about "reasonable settlement zones" and chooses instead to try to force the Union to negotiate with itself.
12. Paragraph 28 of the Complaint is admitted and the Union notes once again that the Employers conveniently avoided and avoid considering informal mediation as a potential medium for productive and immediate or contemporaneous bargaining. The Employers essentially signaled that they would rather that bargaining remain in stasis for an indefinite period.
13. The allegations contained in paragraph 29 are denied as drafted.
14. With respect to paragraph 30 of the Complaint the Union reiterates that these meetings were held at AUPE headquarters in Edmonton and that the Parties met in a large conference room that, as a courtesy, was left to the Employers' team when the Parties caucused. When the Employers petulantly advised the Union team that the former refused to engage in any further discussion with respect to the Union's revised monetary position, the Union team of course left the room as the latter could not productively engage with a Party (the Employers) who now refused to discuss and negotiate.
15. Paragraph 31 is denied as drafted and once again the Employers refuse to acknowledge that the Parties do have the possibility to continue bargaining through informal mediation.
16. With respect to the allegations contained in paragraph 32 of the Complaint, the Union states the following:
 - The statement that *"Your negotiating team is furious. Our meetings ended with AHS walking away from negotiations."* obviously refers to the fact (admitted in the Employers' own Complaint) that it was the Employer who dogmatically dismissed the Union's revised proposal and refused to continue any discussions or bargaining whatsoever until such time as an informal mediator was appointed. In that context, and notwithstanding the Employers' apparent inability to understand metaphors, the said statement is true since it was the Employers who put an end to bargaining by refusing to consider and respond and actively advising that such would be their recommendation to their principles.
 - The Union vehemently insists that the Employers' spokesperson actually did

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petulantly state “... *they would not even share our proposals with their ‘decision makers’*. The fact that they subsequently shared the Union proposal does not change the fact that their spokesperson emphasized that they would not, obviously in order to polemically underline why the Employers had then decided to cease bargaining.

- The balance of the Employers’ allegations in paragraph 32 are denied as drafted and particularly denies that the last quote attributed to the Union in that paragraph is untrue.
- 17. With respect to paragraph 33 of the Complaint, Ms. Robinson’s interview speaks for itself and the Union vehemently denies that any of her statements are inaccurate or false.
- 18. With respect to the allegations contained in paragraph 34 of the Complaint the Union vehemently denies that any of the Union’s Bargaining Updates and media statements are false and misleading. The Union is entitled to and has at all times relevant hereto appropriately engaged in nothing more than the free and transparent exchange of information, ideas and opinions. This is in contrast with the Employer’s “message” to each and every one of the Employees (in Tab D) which contained an unusual and gratuitous and tendentious personal attack on the president of the Union.
- 19. With respect to paragraph 35 of the Complaint, the Union states that the documentation contained in Tab E speaks for itself. Furthermore, the content of the documentation contained in Tab E is completely and wholly appropriate and legitimate especially considering the context of bargaining with the Employers.
- 20. With respect to paragraphs 36, 37 and 38 of the Complaint the Union declares the following:
 - a. The Union has not sought a stay of the Norrie Decision and has informed the Employers and the ESA Umpire that it will not seek a stay of that decision.
 - b. The Union has not sought a stay of the Commissioner’s Decision and has informed the Employers and the ESA Umpire that it will not seek a stay of that decision.
 - c. The Union has advised the Employers and the ESA Umpire that the Union recognizes that despite its pending judicial review application, it is bound by the Norrie Decision.
 - d. The Union has advised the Employers and the ESA Umpire that it recognizes its obligations to comply with any finalized ESA, regardless of its pending judicial review application.
 - e. As of today’s date, the Union will have submitted to the Employers via the ESA Umpire a Letter of Understanding formally consecrating the foregoing undertakings contained in sub-paragraphs a through d above.
 - f. The Union therefore vigorously disagrees with the Employers’ “opinion” expressed in paragraph 37 of the Complaint. Given the foregoing assurances the Union is entitled to assert that the Employers’ foregoing “opinion” is merely a transparent and contrived pretext to unnecessarily delay the conclusion of an ESA and thereby justify their avoidance of any bargaining whatsoever for an indefinite period of time. The Employers are using this

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pretext in order to avoid the submission of a revised monetary offer even though they have admitted that their own present and original offer is “outside the realm of a reasonable settlement zone”.

21. With respect to paragraph 39 of the Complaint the Union declares that it has not engaged in any form of bad faith bargaining. The Union has consistently and systematically put forward positions and revised positions supported by transparent rational, objective, economic and labour market data and justifications and after April 8 has continued to signal to the Employers that AUPE is prepared to return to the bargaining table in order to engage in meaningful discussions. It is the Employers who, since April 8, have refused to have any bargaining discussions whatsoever and who have refused to “recommend” to their principles “a revised mandate” even though they have admitted that their present proposal is “outside the realm of a reasonable settlement zone”.
22. Furthermore, with respect to paragraph 39 of the Complaint, the Union vigorously denies that AUPE or any of its representatives have made any false representations about any material facts. The Union has merely described the Employer’s refusal to engage in any negotiations unless and until the appointment of a formal mediator and expressed its legitimate dissatisfaction with that position.
23. With respect to paragraph 40 of the Complaint the Union states the following:
 - a. Though the thought that their Employees may at some point have the gall to exercise their Charter right to legally withhold their labour may cause the Employers some anxiety, there is absolutely nothing inappropriate in the Union’s spokesperson referring to that possibility. In fact, she was merely transparently echoing what the Union has been telling the Employers at the bargaining table, much to their obvious chagrin, as appears from Tab D.
 - b. As mentioned above the Union has consistently and systematically put forward positions and revised positions supported by transparent rational, objective, economic and labour market data and justifications as well as the real life and legitimate concerns of the workers that AUPE represents which form an integral part of shaping the relevant labour market. The fact that the Employers disagree with such data, justifications and concerns and would rather trivialize the role and importance of these workers does not render the Union’s positions reckless or imbue them with the aura of bad faith.
24. For the reasons mentioned in the foregoing paragraphs, the Union vigorously denies the allegations contained in paragraph 41 of the Complaint. What potentially incites the Employees of the Employers is the latter’s’ prevarication during the bargaining process and the disrespect and trivialization of their Employees that is reflected by the minimalist monetary positions that fail to take appropriate account of the acute labour shortages in health care, the nature and importance of the work done by these Employees and the corrosive effects of inflation on the lives of these workers over the last few years.
25. The allegations and argument contained in paragraph 42 of the Complaint constitute an unadulterated attack on the Charter right to strike of the Union and its members. The Employers may not like it but there is nothing shocking about a Union and its members talking to each other about potential legal strike action

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during a difficult and tumultuous bargaining process, especially when their Employers have declared impasse while refusing to bonify a minimalist offer and have even refused to talk about it. What is shocking is an employer's attempt to muzzle the Union's and its members' right to discuss the possibility of legal job action: something that is simply a fact of life in collective labour relations. There is nothing in paragraph 42 or in any of the other spurious allegations contained in the Complaint that demonstrate an unwillingness by the Union to put effort into bargaining. On the contrary.

26. For the reasons more fully elaborated in the foregoing paragraphs of this response, the Union vehemently denies paragraphs 43, 44 and 45 of the Complaint.
27. Given the foregoing the Union is entitled to state that the Complaint is frivolous and spurious. Since April 7, 2025, the Union is the only Party who has been prepared to meet and engage in serious, meaningful collective bargaining. Since April 7, 2025, the Employers have refused to do so. In such circumstances the very issuance of this Complaint is tantamount to bad faith.
28. AUPE respectfully submits that the remedies requested by the Employers cannot be sought against the Union in the present circumstances.

CONCLUSION

The Union respectfully requests that the Board:

DECLARE that at all times relevant hereto the Union's positions and conduct have been irreproachable, in good faith and consistent with its obligations pursuant to *ss. 60* of the *Code*.

DISMISS and reject the Employers' Complaint.

ORDER the Employers to immediately provide the Union with meeting dates for bargaining.

Regards,



William Rigutto
780-982-1255

G. Smith	J. Huseby	S. Azocar	B. Borodey	J. Gault	B. Gostola	D. Graham	C. Jackson
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