

- (b) **“Bargaining Unit Members”** means those employees who are members of AUPE Local 048 Chapter 031 as defined by certificate number 1900-2021;
- (c) **“Capable and Qualified Person”** refers to management, exempted and out of scope employees who have the skills, abilities and current certifications required to perform Essential Services duties during a Work Stoppage;
- (d) **“Collective Agreement”** means the collective agreement between the Parties that expired on January 26, 2020;
- (e) **“Code”** means the *Labour Relations Code* RSA 2000,c L-1;
- (f) **“Commissioner”** means Alberta’s Essential Services Commissioner and has the same meaning as defined in the Code;
- (g) **“Designated Essential Services Worker”** means a Bargaining Unit Member who is required to work in accordance with an Essential Services Agreement during those times that they are required to perform Essential Services under the Agreement and has the same meaning as defined in the Code;
- (h) **“Eligibility List”** mean the list of the names, position titles, classifications, and contact information for all Bargaining Unit Members who have the qualifications and training to perform the Essential Service duties listed in Part B of this Agreement;
- (i) **“Emergency”** means a present or imminent event that, in the opinion of the Employer, requires prompt action, co-ordination of action, and/or special regulation of persons or property to:
 - (i) protect the safety and health of the public;
 - (ii) limit significant damage to property.
- (j) **“Employer”** means Age Care Walden Heights.
- (k) **“Employer Designate”** means a person designated by the Employer to act in that capacity;
- (l) **“Essential Services”** are those services:
 - (i) the interruption of which would endanger the life, personal safety or health of the public; or
 - (ii) necessary to the maintenance and administration of the rule of law or public security.
- (m) **“Family member”** refers to those people regularly visiting a resident. Family members provide any of social, comfort or other care supports to their resident.
- (n) **“Lockout”** has the same meaning as defined in and permitted by the Code;

- (o) **“Parties”** means the Employer and the Union;
- (p) **“Standby”** means the employee must be available and able to report to the Employer after being contacted by the Union within 45 minutes of being contacted;
- (q) **“Strike”** has the same meaning as defined in and permitted by the Code;
- (r) **“Umpire”** means the persons identified in Article 11 of this Agreement and if that person is unavailable, a person appointed by the Commissioner;
- (s) **“Union”** means the Alberta Union of Provincial Employees;
- (t) **“Union Designate”** means a person designated by the Union to act in that capacity;
- (u) **“Volunteer”** means a registered volunteer at AgeCare Walden Heights. A volunteer is not a family member.
- (v) **“Work Stoppage”** means a Strike or Lockout permitted under the Code.

2.2 The following interpretive guides apply to this Agreement:

- (a) Whenever the singular is used, it shall be deemed to extend to and include the plural and vice versa,
- (b) The headings in this Agreement have been included for convenience only and they do not define, limit or enlarge the scope or meaning of this Agreement or any part of it.

ARTICLE 3 – PROCESS FOR NEGOTIATING STAFFING PLANS

- 3.1 The Parties agree to develop staffing plans that set out the classifications of employees, and the total number of positions in each classification, required to perform the Essential Services (see Part B).
- 3.2 Prior to any local staffing plan discussions the Employer shall provide the Union relevant information regarding staffing for each Unit / Area, Department, but not limited to:
 - (a) Normal hours of operation;
 - (b) Schedule rotations;
 - (c) Current status of employees (e.g. actively working, on Leave of Absence, or employees with restrictions);
 - (d) Employee contact information;
 - (e) A list of all Capable and Qualified persons including professional qualifications.

ARTICLE 4 – PROCESS FOR ASSIGNING DESIGNATED ESSENTIAL SERVICES WORKERS

- 4.1 Within two weeks of receiving a request from the Union, or at the same time as an Employer application for a lockout poll, whichever occurs first, the Employer will provide the Union with a list of Bargaining Unit Employees eligible to work as Designated Essential Services Workers for each position identified in Part B. For each Bargaining Unit Employee, the Eligibility List will include:
- (a) Name;
 - (b) Worksite location, Unit and Shift Pattern;
 - (c) Position title;
 - (d) Classification;
 - (e) Most recent contact information; and
 - (f) To the best of the Employer’s knowledge, current status (e.g. active, leave of absence) and any known work restrictions.
- 4.2 At the same time that the Employer provides the Union with the information in Article 4.1, the Employer will provide the Union with the following:
- (a) A list of worksite contacts for scheduling purposes;
 - (b) Notification of any acuity level changes at the site that would change the required level of Essential Services;
 - (c) Process for assigning Capable and Qualified persons;
 - (d) Process for replacing Capable and Qualified persons.
- 4.3 The Employer will schedule Designated Essential Services Workers to perform Essential Services duties during a Strike or Lockout, and will distribute shifts fairly, to the greatest degree possible, amongst Bargaining Unit Employees eligible to be Designated Essential Services Workers. The Union will have the ability to review and approve the schedules prior to posting. In the event of a dispute, Parties will access the dispute resolution process outlined in Article 11.
- 4.4 No later than 72 hours prior to the commencement of a Strike or Lockout, the Employer will provide the Union with a seven-day schedule for Designated Essential Services Workers. The Employer will provide the Union with further seven-day schedules 72 hours prior to each subsequent seven-day period.
- 4.5 At the same time that the Employer provides the Union with the information in Article 4.4, the Union will provide the Employer with a list of worksite contacts for each site for scheduling purposes.
- 4.6 The Employer will ensure employees designated to perform Essential Service duties during the work stoppage report for all of their scheduled shifts as per the negotiated staffing levels in Part B of this agreement. If a scheduled employee is ill or otherwise unavailable, the employee is to notify the Employer Designate two (1) hour prior to the scheduled shift. The Employer will find a replacement for the worker and update the Union prior to the start of the shift.

- 4.7 Unless otherwise indicated in Part B of the agreement, a Designated Essential Services Worker will be required to work the shift in its entirety to ensure the effective delivery of Essential Services duties. Exceptions may include but are not limited to sudden onset of illness, personal or family emergency.
- 4.8 Both Parties acknowledge the benefits of having workspace in near proximity to the impacted site(s) that will help facilitate ongoing communication between site leadership and Union Designate. In the event of a strike or lockout, the Employer shall provide the Union with an exclusive-use, on-site facilities available with a telephone line at each impacted Employer site for the duration of the dispute.
- 4.9 During a strike or lockout, a Union Designate shall only access the workspace for the purposes of verifying the assignment of Designated Essential Services Workers and Capable and Qualified Persons as well as other responsibilities as outlined in the Agreement. The Employer Designate may accompany the Union Designate outside of the exclusive-use workspace while on site.
- 4.10 In the event of a strike or lockout, the Union shall be responsible for the cost and procurement of any equipment, supplies or additional items that may be required to perform its staffing / scheduling responsibilities under this Agreement.

ARTICLE 5 – PERMITTED CHANGES TO TERMS AND CONDITIONS OF EMPLOYMENT

- 5.1 Wages and all other applicable remuneration for work performed and terms of employment pursuant to this Agreement will be in accordance with the last collective agreement in effect, except where specifically outlined in Part B of this Agreement.
- 5.2 Those employees who were qualified for and in receipt of benefits prior to the work stoppage will continue to receive benefits during the period of the strike or lockout on the following basis:
- a) The Employees shall pay their share of the premiums as per the Collective Agreement;
 - b) For a strike or lockout of less than 30 days, there is no further action required.
 - c) For a strike or lockout of 30 days or greater, the Union agrees to reimburse the Employer for the Employer premium share of the benefit plans for the percentage of staff not deemed Designated Essential Service Workers for the duration of the job action that is greater than 30 days.

The union agrees to pay within sixty (60) days of receiving the invoice from the Employer.

ARTICLE 6 – CAPABLE AND QUALIFIED PERSONS

- 6.1 The Employer shall utilize the services of its management and excluded personnel, who are capable and qualified, to the fullest extent possible.
- 6.2 The Employer shall be responsible for assigning Capable and Qualified persons to fill positions for specific shifts. The Employer shall inform the Union of the number of Capable and Qualified persons assigned to any particular shift. These Capable and Qualified persons shall be counted towards the number of positions in each classification in accordance with the staffing plans. For example, if the Parties agree that three positions in a specific classification are essential for a specific shift, and there are two Capable and Qualified persons available, the Employer shall be responsible for assigning one Designated Essential Services Worker. To the fullest extent possible, the parties shall indicate the number of capable and qualified person for each shift in the staffing plans in Part B.
- 6.3 Where the Employer has previously advised the Union that a Capable and Qualified person is assigned to a particular shift, and that person is unable to report for their assigned shift, the Employer will make every reasonable effort to fill the shift with an alternate.
- 6.4 If the Employer cannot find an alternate, the Union will be informed, with justification, two (2) hours prior to the commencement of the shift and the Employer will assign a Designated Essential Services Worker to fill the shift.

ARTICLE 7 – VOLUNTEERS

- 7.1 The Employer shall provide the Union with a list identifying all volunteers who are expected to perform volunteer duties during the dispute, and where they usually perform their volunteer duties. The scope of practice for volunteers shall not be expanded. The Employer shall, if requested by the Union, record the daily number of hours worked by each volunteer and forward a written record of the hours worked to the Union every three (3) days.

ARTICLE 8 – PROHIBITION ON REPLACEMENT WORKERS

- 8.1 During a strike or lockout at a site, the Employer shall not:
- (a) Permit employees in the bargaining unit on strike or lockout to work unless they are a Designated Essential Services Worker;
 - (b) Increase the scope of work performed by volunteers or contracted out services;

- (c) Assign work that would normally be performed by an employee in the bargaining unit that is on strike or lockout to employees in other bargaining units; or
- (d) Hire additional persons to perform work normally performed by an employee in the bargaining unit that is on strike or lockout.

ARTICLE 9 – RESPONDING TO EMERGENCIES

- 9.1 Where an Emergency that cannot be responded to safely by the number of Designated Essential Services Workers and Capable and Qualified persons available as per Part B of this Agreement, the Employer will immediately contact the Union to advise of the number of additional Designated Essential Services Workers that are required to appropriately respond to the situation.
- 9.2 The Employer shall provide the Union with a verbal summary of the situation; in response, the Union shall comply with the request to ensure that the Designated Essential Services Workers arrive as soon as reasonably possible and within any time limits as prescribed on the staffing plan. Within 24 hours of the request, the Employer will provide the Union with written documentation to support the request.
- 9.3 During an Emergency where Bargaining Unit Employees are recalled, the Employer will provide the Union with reasonable updates as to the status of the Emergency, including its anticipated duration.
- 9.4 Where a Strike or Lockout is still in effect and the Employer determines that some or all recalled Bargaining Unit Employees are no longer required to respond to the Emergency, the Employer will release those unrequired Bargaining Unit Employees in an orderly manner as soon as reasonably possible.
- 9.5 In the event of a dispute between the Employer and the Union as to the number of requested staff required to respond to the emergency the Designated Essential Service Workers will perform the work in question immediately and without delay. If such a dispute arises the dispute will be addressed in accordance with Article 11 of this Agreement.

ARTICLE 10 – CHANGES IN CIRCUMSTANCES AND AMENDMENTS TO THIS AGREEMENT

- 10.1 Either Party may, by written notice, propose amendments to this Agreement, including an increase or reduction in the number of Bargaining Unit Employees required to maintain Essential Services.
- 10.2 If the Parties are unable to agree on an amendment proposed under Article 10.1, either Party apply to the Chief Umpire or Commissioner to mediate or settle the proposed amendment.

- 10.3 Despite Articles 10.1 and 10.2, Part B of this agreement may contain more specific provisions to increase or reduce the number of Designated Essential Services Workers needed to maintain Essential Services.

ARTICLE 11 – DISPUTE RESOLUTION AND UMPIRES

- 11.1 The Parties agree to make every reasonable effort to resolve Essential Services Agreement disputes through negotiations between a Union designate and an Employer designate before referring the matter to an Umpire.
- 11.2 In an effort to resolve a dispute, the Parties may choose to make use of identified worksite contacts during informal resolution of disputes and during the referral to an Umpire. The Parties will exchange lists of worksite representatives 24 hours prior to a Strike or Lockout.
- 11.3 Where the Parties are unable to resolve an Essential Services dispute through negotiations, either Party may refer the dispute to an Umpire for resolution with written notice to the other Party.
- 11.4 When either Party refers a dispute to an Umpire, they may also choose to make an application to the Umpire for an immediate interim order to have the terms of this Agreement enforced until such a time that the Umpire resolves the matter.
- 11.5 Unless otherwise agreed to by the Parties, when a dispute is referred to an Umpire, it will be heard within twenty-four (24) hours of the referral. A decision will be rendered as quickly as possible, but in no event longer than forty-eight (48) hours from the date of referral.
- 11.6 The Parties agree to Mia Norrie as the Umpire for the purpose of this Agreement.
- 11.7 If neither Umpire from 11.6 are able to hear an application and resolve the dispute in the aforementioned time period, the Parties may apply to the Commissioner to appoint an Umpire.
- 11.8 If the dispute is not resolved by the Umpire to the satisfaction of either the Employer or the Union, the Parties may, together or separately, apply to the Commissioner for a review of the decision within ten (10) calendar days pursuant to section 95.7 of the Code.

ARTICLE 12 – COMMUNICATION

- 12.1 The Parties agree to develop a joint communication for the purpose of informing all employees of their obligations during a strike or lockout, including but not limited to:
- (a) Reporting for assigned shifts; timekeeping;
 - (b) Reporting to work on time and within the prescribed time limits when placed on-call;

- (c) Completion of Essential Services duties, including the duties being performed by Capable and qualified persons;
- (d) Protocol for calling in sick;
- (e) Protocol for leaves of absence;
- (f) Protocol for reporting to work when responding to emergencies, unanticipated or foreseeable changes to the Essential Services;
- (g) Protocol for discussing the strike or lockout while on site.

ARTICLE 13 - ACCESS AND EGRESS

- 13.1 The Union will provide unrestricted access and egress for emergency vehicles (ambulances, fire trucks, law enforcement) blood, oxygen, emergency equipment and emergency supplies.
- 13.2 Vehicles delivering food supplies and any other person or delivery required for the continued operation of the facilities and essential services will not be unreasonably impeded.
- 13.3 No employees (bargaining unit or out of scope) shall threaten or intimidate anyone nor will they intentionally damage property.
- 13.4 The parties agree to append to this agreement a map of the Employer site including:
 - (a) Facilities located on each site;
 - (b) Main entrance and emergency department entrance; (if necessary)
 - (c) Parking area;
 - (d) Area for deliveries;
 - (e) Public Transportation route and stop locations (if route/stops transits Employer property)
 - (f) Picket Line; and
 - (g) Any other items the parties deem necessary.
- 13.5 The Alberta Labour Relations Board has the power under section 84 of the *Code* to regulate lawful picketing. Where a determination is made under section 84 of the *Code* and picketing protocol is established:
 - (a) The Union shall notify its members, representatives and employees and other persons engaging in any picketing activities of the picketing protocol and the obligation to comply with it;
 - (b) The Employer shall notify its staff working at the site of the picketing protocol and the obligation to comply with it.

ARTICLE 14 - TERM OF THE ESSENTIAL SERVICES AGREEMENT

14.1 This Agreement shall be in effect until the Parties have ratified a new collective agreement.

ARTICLE 15 – NOTICE

15.1 Where notice is required or permitted to be given under the Agreement, it may be delivered personally, by registered mail, signed receipt courier or facsimile.

15.2 Notice to the Employer shall be provided to:

Manager Labour Relations
AgeCare
19655 Walden Blvd SE
Calgary, AB T2X 0N7

15.3 Notice to the Union shall be provided to:

President
Alberta Union of Provincial Employees
10025 182 Street
Edmonton, AB T5S 0P7
Facsimile: 780-930-3397

IN WITNESS WHEREOF the Parties have executed this Essential Services Agreement by affixing hereto the signatures of their proper Officers in that behalf.

ON BEHALF OF AGE CARE

ON BEHALF OF THE ALBERTA
UNION OF PROVINCIAL EMPLOYEES

Guy Smith
AUPE President

WITNESS

WITNESS

DATE: May 12, 2023

DATE: July 17, 2023

PART B - ESSENTIAL SERVICES

1.0 ESSENTIAL SERVICES

1.1 The following services shall be deemed “Essential Services” for the purposes of this Agreement.

1.2 When notice of a Work Stoppage is served, the number of eligible Bargaining Unit Members and Capable and Qualified Persons may be modified in accordance with provisions of this Agreement to reflect changes in staff or positions.

1.3 The Parties agree that during an Essential Services Strike or Lockout, it will not be business as usual for either the Employer or the Union. The Parties further agree that services which primarily provide convenience, comfort or the enrichment of the quality of life of the individual residents will be strictly limited during a strike or lockout, unless the cessation of these services has cumulative affect on the life, personal health and safety of residents.

1.4 The Parties also agree that to the extent that the Residents’ Care Plan as well as the Continuing Care Standards, and any other statutory obligations prevent the endangerment of life, personal health and safety of the residents and the workers, they will form part of the Essential Services duties, recognizing the manner in which these are accomplished may be modified.

1.5 Further, it is understood and agreed that in a case of an Emergency as defined in Part A of the Agreement, everyone can assist within the scope of their job duties as outlined in Article 9.

1.6 Except for the Maintenance classification, the Parties agree that for the first 5 days of a strike or lockout the Essential Services will be maintained by Capable and Qualified Persons. On the sixth day of a strike or lockout the essential services staffing levels apply as outlined in article 2.0 of Part B of this Agreement.

2.0 Essential Services Staffing subject to Part A of this agreement

2.1 Admin 2 – Clinical Office assistant

Essential Services duties:

- Supply Orders for the units
- Increase order size and orders will be done less frequently

Number of Employees	Shift Length	Number of Shifts per week	Shift Times	Days of the week	Bi-Weekly Hours	Percentage of regular Hours
1	7.5	3	8:30am - 4:30pm	Mon, Wed, Fri	45	35%

2.2 Admin 2 – Scheduler

Essential Services Duties

- Regular Scheduling responsibilities
- Filing sick calls
- Pay roll

Number of Employees	Shift Length	Number of Shifts per week	Shift Times	Days of the week	By-Weekly Hours	Percentage of regular Hours
1	8.0	7	8:00am – 4:30pm	Mon - Sun	112	70%

2.3 Maintenance

Essential Services Duties

- a. On-call for urgent safety related needs. Repairs, snow removal, sanding etc.
- b. On-call emergency situations, fire, outages, water damage

Number of Employees	Shift Length	Number of Shifts per week	Shift Times	Days of the week	By-Weekly Hours	Percentage of regular Hours
					On call only	0