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ALBERTA LABOUR RELATIONS BOARD COPY

ESSENTIAL SERVICES AGREEMENT


between

Board of Governors of Grande Prairie Regional College Fairview Campus

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)

on behalf of Local 071 Chapter - 007

ACCEPTED	
	<u>July 5, 2019</u>
Commissioner	Date
EA No. <u>ESA 4 - 2019</u>	

ESSENTIAL SERVICES AGREEMENT

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PREAMBLE AND PURPOSE

- A. The Parties, in accordance with the Alberta *Labour Relations Code* (the Code), acknowledge the requirement of an Essential Services Agreement (Agreement) to ensure the continued provision of Essential Services in the event of a Strike or Lockout.
- B. The Employer acknowledges the right of employees in the bargaining unit to withhold their labour and Strike in accordance with the Agreement and applicable law.
- C. The Union acknowledges the right of the Employer to Lockout employees in the bargaining unit in accordance with the Agreement and applicable law.

In recognition of this, the Parties agree as follows:

PART A – GENERAL PROVISIONS

ARTICLE 1 – STRUCTURE OF THE AGREEMENT

- 1.1 This Agreement consists of two parts, being:
 - (a) Part A, which contains general provisions that apply to the entire Agreement;
 - (b) Part B, which contains schedules with specific provisions related to:
 - (i) Essential Services to be maintained by Bargaining Unit Members during a Work Stoppage;
 - (ii) the positions and the number of employees within each position, required to perform Essential Services during a Work Stoppage;
 - (iii) changes, if any, to the terms and conditions of employment that are to apply to Designated Essential Services Workers; and
 - (iv) the number of Capable and Qualified Persons able to perform Essential Services during a Work Stoppage.

ARTICLE 2 – DEFINITIONS AND INTERPRETATION

- 2.1 The following terms shall have the meanings ascribed to them:

- (a) **“Agreement”** means this Essential Services Agreement;
- (b) **“Bargaining Unit Members”** means those employees who are members of AUPE Local 071, Chapter 007 as defined by certificate number E230-2009;
- (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 June 30, 2017;
- (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”** means 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;
 - (iii) harm to livestock or irreversible damage to crops is being caused or is likely to be caused.
- (j) **“Employer”** means the Board of Governors of Grande Prairie Regional College Fairview Campus;
- (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) **“Lockout”** has the same meaning as defined in and permitted by the Code;
- (n) **“Parties”** means the Employer and the Union;
- (o) **“On Call”** 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;
- (p) **“Strike”** has the same meaning as defined in and permitted by the Code;
- (q) **“Umpire”** means the persons identified in Article 10 of this Agreement and if that person are unavailable, a person appointed by the Commissioner;
- (r) **“Union”** means the Alberta Union of Provincial Employees;
- (s) **“Union Designate”** means a person designated by the Union to act in that capacity;
- (t) **“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.
- (c) This Agreement does not constitute a precedent for future negotiations of Essential Services Agreement between the Parties.

ARTICLE 3 - SCHEDULING AND ASSIGNMENT OF ESSENTIAL SERVICES WORK

3.1 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 Members eligible to work as Designated Essential Services Workers for each position identified in Part B. For each Bargaining Unit Member, the eligibility list will include:

- (a) Name;
- (b) Worksite location;
- (c) Position title;
- (d) Classification;
- (e) Most recent contact information;

- (f) To the best of the Employer's knowledge, current status (e.g. active, leave of absence) and any known work restrictions; and
 - (g) A list of all contractors on site and their work locations.
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- 3.2 The Union will provide the Employer with a two-week schedule indicating which eligible Bargaining Unit Members have been assigned as Designated Essential Services Workers for that period.
 - 3.3 The schedule will be provided to the Employer Designate at least 24 hours in advance of the start of the two-week period.
 - 3.4 Designated Essential Services Workers will be required to work the shift in its entirety so as to ensure the effective delivery of the Essential Services duties (exceptions include, but are not limited to, sudden onset of illness and completion of task to the Employers satisfaction).
 - 3.5 The Union will ensure Designated Essential Services Workers report for all of their scheduled shifts as per the negotiated staffing levels in Part B of the Agreement.
 - 3.6 If a Designated Essential Services Worker is ill or otherwise unavailable for unseen and uncontrolled circumstance (e.g. death in the family), they are to notify the Union Designate at least two hours prior to the scheduled shift. The Union will find an alternate for the worker as soon as reasonably possible and update the Employer Designate prior to the start of the shift of the name of the alternate.
 - 3.7 For work that is less than the typical workday, breaks and rest periods will be mutually agreed to by the Union and Employer, based on the duration of the shift assigned, prior to the start of the Essential Work.
 - 3.8 Article 13 of the Master Agreement will not apply during a work stoppage.

ARTICLE 4 – DESIGNATED UNION WORKSPACE

- 4.1 Both Parties acknowledge the benefits of having workspace in near proximity to the impacted site(s) that will help facilitate ongoing communication between The Employer Designate and Union Designate who are responsible for assigning Designated Essential Services Workers. 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.
- 4.2 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.
- 4.3 During a Strike or Lockout, a Union Designate shall only access the workspace for the purposes of assigning Designated Essential Services Workers and other responsibilities as outlined in the Agreement. The site may require that the Union Designate be accompanied by an Employer Designate at all times.

ARTICLE 5 – PERMITTED CHANGES TO TERMS AND CONDITIONS OF EMPLOYMENT AND REMUNERATION

- 5.1 Unless otherwise provided for in this Agreement, the terms and conditions of employment contained in the Collective Agreement shall only apply to Designated Essential Services Workers performing Essential Services.
- 5.2 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.
- 5.3 During a Work Stoppage, Designated Essential Services Workers will submit manual timesheets indicating the numbers of hours worked. They will only be paid for hours worked. The Employer is responsible for the Employer's portion of the Health and Dental Benefit premiums for each Designated Essential Services Worker during a Work Stoppage, if utilized in the Work Stoppage, as per Article 25 of the Master Agreement. Overtime cannot be accrued as compensatory time off and will be paid out.
- 5.4 Union dues are remitted percentage on hours worked.
- 5.5 Service and seniority are not accrued during the Work Stoppage.
- 5.6 Designated Essential Services Workers will minimize leaves (i.e. vacation, appointments, etc.) during a Work Stoppage. Any pre-approved vacation commenced before the start of the strike or the lockout will be considered vacation days taken.
- 5.7 On Call Designated Essential Services Workers will not be compensated for Stand By or Reporting Pay during any work stoppage, unless the Employer has indicated that they must be on Stand By during specific periods of time.
- 5.9 Designated Essential Services Workers will receive Shift Differential as per Clause 16.01, and 16.02, of the Master Agreement.

ARTICLE 6 – MAINTENANCE OF EMPLOYER OPERATIONS

- 6.1 Full operations may not be continued during a Work Stoppage; however, Essential Services will continue to be provided and maintained.
- 6.2 Capable and Qualified Persons will be utilized to perform as many of the Essential Services as possible. The Employer shall work Capable and Qualified Persons and other non-union employees to the fullest extent possible.
- 6.3 Where an Essential Service cannot be performed by management, and other non-union employees, the work will be performed by eligible Bargaining Unit Members wherever possible.

- 6.4 The Bargaining Unit Member(s) providing an Essential Service perform all the essential work duties in Part B of the Agreement. The Employer will not request or require these Bargaining Unit Members to perform any work functions that are not an Essential Service.
- 6.5 Designated Essential Services Workers must be competent in the position, have the required training and qualifications, can safely work independently and are physically able to perform the Essential Service required. It is also the union's responsible to ensure the Designated Essential Services Workers report to work and meet the services required.

ARTICLE 7 – SCHEDULING OF CAPABLE AND QUALIFIED PERSONS

- 7.1 The Employer shall be responsible for assigning Capable and Qualified Persons to fill positions for specific shifts that can safely work independently and are physically able to perform the work required.
- 7.2 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.
- 7.3 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 Union will assign a Designated Essential Services Worker to fill the shift.

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 Member 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) Hire additional persons to perform work normally performed by a Bargaining Unit Member 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 48 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 Member 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 Member are no longer required to respond to the Emergency, the Employer will release those unrequired Bargaining Unit Member 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 whether an Emergency exists, the Bargaining Unit Members will perform the work in question until the Umpire can address the issue 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 Members 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 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 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 Deb Howes as the Umpire and Mia Norrie as the alternate Umpire for the purpose of this Agreement.
- 11.7 If the Umpire or alternate Umpire are not able to hear an application and resolve the dispute in the aforementioned time period, the Parties may mutually agree to an alternate Umpire or 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.
- 11.9 All costs for the Umpire will be paid for in equal parts by the Employer and the Union.

ARTICLE 12 – TERM OF THE ESSENTIAL SERVICES AGREEMENT

- 12.1 This Agreement shall be in effect until the Parties have ratified a new Collective Agreement.

ARTICLE 13 – NOTICE

- 13.1 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.

- 13.2 Notice to the Employer shall be provided to:

Director, Human Resources
Grande Prairie Regional College
10726 106 AVE
Grande Prairie, AB T8V 4C4
Facsimile: 780-539-2854

- 13.3 Notice to the Union shall be provided to:

President
Alberta Union of Provincial Employees
Solidarity Place Edmonton
10451 170 Street
Edmonton, AB T5P 4S7
Facsimile: 780-930-3397

ARTICLE 14 – GENERAL

- 14.1 In the event that any provision or part of any provision of this Agreement is deemed to be void, invalid or unenforceable by a court of competent jurisdiction or the Commissioner as applicable, the remaining provisions or parts shall be and remain in full force and effect.

PART B - 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.

2.0 Boiler Operations

2.1 Essential Services duties for the Building Maintenance will respond ^{or} to identified potential risk related to results of daily inspections of the mechanical systems including, heating boilers and circulating pumps for operating temperature and pressures; DHW temperatures; MUA air handling units; refrigeration units, pumps, valves and heating loops discovered by Manager, Facilities.

2.2 ~~Perform~~ perform immediate repairs to ensure mechanical systems do not fail.

2.3 ^{to} The Employer agrees not to unreasonably escalate repair work orders following a strike vote or during a Work Stoppage.

Position Title and Number of Eligible Bargaining Unit Members	Number of Capable and Qualified Persons	Required Designated Essential Services Shifts	Staffing Level per Shift
Boiler Operations 1 Building Maintenance Technician (Level E)	1 Manager, Facilities	On call	1 out of scope employee to be on site for the duration of the work stoppage 1 in scope employee on call as needed

3.0 Trades

3.1 Essential Services duties for the Electrician will respond to identified potential risk related to results of daily inspections of the mechanical systems including, heating boilers and circulating pumps for operating temperature and pressures; DHW temperatures; MUA air handling units; refrigeration units, pumps, valves and heating loops discovered by Manager, Facilities

3.2 ~~Perform~~ perform immediate repairs to ensure mechanical systems do not fail.

3.3 Provide knowledge on campus fire alarm operations and maintenance.

3.4 Snow removal in the winter months when necessary to ensure the access of emergency vehicles.

3.5 The Employer agrees not to unreasonably escalate work orders following a strike vote or a work stoppage.

Position Title and Number of Eligible Bargaining Unit Members	Number of Capable and Qualified Persons	Designated Essential Services Required Shifts	Staffing Level per Shift
Trades 1 Electrician (Level E)	1 Manager, Facilities	On Call	1 out of scope employee to be on site for the duration of the work stoppage 1 in scope employee on call as needed

4.0 Animal Care

4.1 Essential Services duties for the Farm will include calving/lambing to ensure the health and safety of GPRC Farm livestock.

4.2 The Employer agrees not to unreasonably escalate animal care orders following a strike vote or during a work stoppage.

4.3 Shift schedules for designated Essential Services Workers will be provided to the Union with the eligibility list in the event a work stoppage occurs during calving or lambing season.

Position Title and Number of Eligible Bargaining Unit Members	Number of Capable and Qualified Persons	Required Designated Essential Services Shifts	Staffing Level per Shift
Animal Care Attendant 2-3 Casual Agriculture Worker (Level A)	1 Manager, Farm 1 Dean of TAE 1 Manager, Operations	24/7 Operations during Calving and Lambing season (January/February) Monday – Sunday at 6 hours/shift	2-3 out of scope employees 2 in scope employees

5.0 Residence Attendant

5.1 Essential Services duties for the Residence Coordinator providing safe logging for students in GPRC dorms, apartments, townhouses and family units.

5.2 Respond to emergency situations, security issues, evictions and/or vandalism.

5.3 Coordinates all student check in and out for residence.

5.4 The Employer agrees not to unreasonably escalate student concerns following a strike vote or a work stoppage.

Position Title and Number of Eligible Bargaining Unit Members	Number of Capable and Qualified Persons	Required Designated Essential Services Shifts	Staffing Level per Shift
<p>Student Residence Attendant</p> <p>2 Resident Office Member (Level C and E)</p>	<p>1 Manager, Operations</p>	<p>The day before and the day of check out (Friday) as well as check in (Sunday) and two days following check in</p> <p>1 shift/day for 5 hours</p>	<p>1 out of scope employee</p> <p>1 in scope employee</p>

This Agreement has been executed by the Employer and Union by their respective duly authorized representatives.

BOARD OF GOVERNORS OF GRANDE
PRAIRIE REGIONAL COLLEGE

THE ALBERTA UNION OF PROVINCIAL
EMPLOYEES

Per:

Per:



Signature



Signature

NATALIA R. REIMAN

Print Name

Gray Smith

Print Name

CHAIR, BOARD OF GOVERNORS

Title

President

Title

JUNE 12, 2019

Date signed

31 May 2019

Date signed