

ESSENTIAL SERVICES AGREEMENT

between

Northern Alberta Institute of Technology (NAIT)

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)

on behalf of Local 038

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.
- D. The Employer has elected to use Designated Essential Services Workers during a strike or lockout.

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.

July, 12, 2022

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ACCEPTED	
[Redacted Signature]	Aug 5, 2022
Commissioner	Date
EA No. <u>ESA 00035-2022</u>	

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 038 as defined by certificate number E153-204;
- (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, 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;
 - (iii) harm to livestock or irreversible damage to crops is being caused or is likely to be caused.
- (j) "Employer" means Northern Alberta Institute of Technology (NAIT);
- (k) "Employer Designate" means a person designated by the Employer to act in that capacity and will be available 24/7 to manage the scheduling issues arising from the 24/7 operation of NAIT Protective Services;
- (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's premise within 45 minutes of being contacted. The union will contact the employee as soon as reasonably possible after being advised by the Employer designate the need for an essential worker to report to work.

(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 is 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 and will be available 24/7 to manage the scheduling issues arising from the 24/7 operation of NAIT Protective Services;

(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(s) (if applicable);
- (c) Position title;
- (d) Classification;
- (e) Up to date 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 who have been performing work similar to the work of bargaining unit members on site and their work locations.

- 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. The union shall endeavour not to schedule employees to work more than fulltime hours (40 hours) in one week, with the week being defined as Sunday morning (12:00 am or 0000 hrs) to the following Saturday midnight (12:00 pm or 2400 hrs). This does not preclude incidental overtime from possibly being required, depending on the staffing circumstances.
- 3.3 The schedule will be provided to the Employer Designate at least 48 hours in advance of the start of the two-week period.
- 3.4 Designated Essential Services Workers will be required to work a 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 Employer's satisfaction.
- 3.5 The Union will ensure Designated Essential Services Workers are available to work and will 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 four 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.

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 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 as indicated below and where specifically outlined in Part 8 of this Agreement.
 - (a) During a work stoppage, designated essential services workers will submit manual timesheets indicating the number of hours worked. They will only be paid for hours worked.
 - (b) Overtime cannot be accrued as compensatory time off and will be paid out.
 - (c) Based on the hours worked by essential services workers, entitlements such as vacation and stat pay will be paid out as a percentage of hours worked.
 - (d) Union dues will be remitted on hours worked by essential services workers.
 - (e) Service and seniority will not accrue during a work stoppage.
 - (f) Designated essential service workers will minimize all leaves such as, appointments, special leave, leave without pay, etc. Notwithstanding, all leave approval processes, with exception of casual illness (which shall be without pay), that are subject to Employer approval under the collective agreement shall continue during the work stoppage.

(g) Any pre-approved vacation that commences before the start of the work stoppage will be considered vacation days taken. Otherwise, any vacation requests by essential services workers during the work stoppage must be approved by the Employer designate.

(h) Essential services workers will not be compensated for stand by or reporting pay during the work stoppage unless the Employer designate has indicated that they must be on stand by during specific periods of time.

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 – SCHEDULING OF 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 with the focus being on the delivery of Bargaining Unit Essential Services work functions.

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.

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, four (4) hours prior to the commencement of the shift and the Union will assign a Designated Essential Services Worker to fill the shift.

ARTICLE 7 – PROHIBITION ON REPLACEMENT WORKERS

- 7.1 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 8 – RESPONDING TO EMERGENCIES

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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 10 of this agreement.

ARTICLE 9 – CHANGES IN CIRCUMSTANCES AND AMENDMENTS TO THIS AGREEMENT

- 9.1 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.
- 9.2 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.

- 9.3 Despite Articles 9.1 and 9.2, 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 10 – DISPUTE RESOLUTION AND UMPIRES

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 The Parties agree to Ms. Mia Norrie as the Umpire and Michael Hughes as the alternate Umpire for the purpose of this Agreement.
- 10.7 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.
- 10.8 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.
- 10.9 All costs for the Umpire will be paid for in equal parts by the Employer and the Union.

ARTICLE 11 – TERM OF THE ESSENTIAL SERVICES AGREEMENT

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

ARTICLE 12 – NOTICE

- 12.1 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.
- 12.2 Notice to the Employer shall be provided to:

[REDACTED]
Director, Employee & Labour Relations
Human Resources
Northern Alberta Institute of Technology
[REDACTED]

- 12.3 Notice to the Union shall be provided to:

President
Alberta Union of Provincial Employees
10025 182 Street NW
Edmonton, Alberta T5S 0P7
[REDACTED]

ARTICLE 14 – GENERAL

- 13.1 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 and those positions who carry out those services, shall be deemed "Essential Services" for the purposes of this Agreement.

NAIT Protective Services that includes dispatching; responding to emergencies, providing emergency first response (including first aid and activating life-saving equipment); monitoring safety alarms; conducting preventative campus patrols to maintain building and life safety; respond to incidents involving displaced members of the community and liaising with appropriate social service agencies to support individuals; monitoring and assisting Edmonton Police and City of Edmonton transit services to ensure the safety of transit services at NAIT.

CPO – Community Peace Officer

SA – Security Agent (Building Patrol Officer)

SCO – Security Communications Officer

CPO Sergeant

- 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 attached schedule identifies the agreed upon essential services positions and the required shifts to be worked during a work stoppage .

For the Union  For the Employer 
Date July 27, 2022 Date July 27, 2022



Schedule

NAIT Protective Services

Rotation & Hour Scheduling:

Days = 0700-1900 Nights = 1900-0700 N2 = 2300-0700 AM SGT = 0700-1500 PM SGT = 1500-2300

CPO

Pay Period:

SCO

From:

To:

	Week 1						Week 2							
	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
A SQUAD														
CPO - Community Peace Officer	DAYS								N2	N2			N2	NIGHTS
CPO - Community Peace Officer	DAYS			DAYS	DAYS				NIGHTS	NIGHTS			NIGHTS	NIGHTS
SA - Security Agent	DAYS*			DAYS	DAYS				NIGHTS	NIGHTS			NIGHTS	NIGHTS*
SA - Security Agent	DAYS			DAYS	DAYS				NIGHTS	NIGHTS			NIGHTS	NIGHTS
SCO - Security Communications Officer	DAYS			DAYS	DAYS				NIGHTS	NIGHTS			NIGHTS	NIGHTS
B SQUAD														
CPO - Community Peace Officer							DAYS	DAYS						
CPO - Community Peace Officer		DAYS	DAYS			DAYS	DAYS	DAYS			DAYS	DAYS		
SA - Security Agent		DAYS	DAYS			DAYS	DAYS*	DAYS*			DAYS	DAYS		
SA - Security Agent		DAYS	DAYS			DAYS	DAYS	DAYS			DAYS	DAYS		
SCO - Security Communications Officer		DAYS	DAYS			DAYS	DAYS	DAYS			DAYS	DAYS		
C SQUAD														
CPO - Community Peace Officer	NIGHTS			N2	N2									DAYS
CPO - Community Peace Officer	NIGHTS			NIGHTS	NIGHTS				DAYS	DAYS			DAYS	DAYS
SA - Security Agent	NIGHTS*			NIGHTS	NIGHTS				DAYS	DAYS			DAYS	DAYS*
SA - Security Agent	NIGHTS			NIGHTS	NIGHTS				DAYS	DAYS			DAYS	DAYS
SCO - Security Communications Officer	NIGHTS			NIGHTS	NIGHTS				DAYS	DAYS			DAYS	DAYS
D SQUAD														
CPO - Community Peace Officer		N2	N2			N2	NIGHTS	NIGHTS			N2	N2		
CPO - Community Peace Officer		NIGHTS	NIGHTS			NIGHTS	NIGHTS	NIGHTS			NIGHTS	NIGHTS		
SA - Security Agent		NIGHTS	NIGHTS			NIGHTS	NIGHTS*	NIGHTS*			NIGHTS	NIGHTS		
SA - Security Agent		NIGHTS	NIGHTS			NIGHTS	NIGHTS	NIGHTS			NIGHTS	NIGHTS		
SCO - Security Communications Officer		NIGHTS	NIGHTS			NIGHTS	NIGHTS	NIGHTS			NIGHTS	NIGHTS		
Shift Supervisors - 8 hour shifts														
SERGEANT - CPO		AM SGT	AM SGT	AM SGT	AM SGT	AM SGT			PM SGT	PM SGT	PM SGT	PM SGT	PM SGT	
SERGEANT - CPO		PM SGT	PM SGT	PM SGT	PM SGT	PM SGT			AM SGT	AM SGT	AM SGT	AM SGT	AM SGT	

* -Prior to the commencement of any strike or lockout the parties will review the weekend shifts staffing to determine if any amendments are necessary.

Schedule

NAIT Protective Services

Relation & Hour Definitions
CPO
500

Days = 0700-1900 Nights = 1900-0700 N2 = 2300-0700 AM SGT = 0700-1500 PM SGT = 1500-2300

Pay Period:
To:

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Week 3														
Week 4														
From: To:														
A SQUAD														
CPO - Community Peace Officer	NIGHTS													
CPO - Community Peace Officer	NIGHTS													
SA - Security Agent	NIGHTS*													
SA - Security Agent	NIGHTS													
SCO - Security Communications Officer	NIGHTS													
B SQUAD														
CPO - Community Peace Officer	N2													
CPO - Community Peace Officer	NIGHTS													
SA - Security Agent	NIGHTS													
SA - Security Agent	NIGHTS*													
SCO - Security Communications Officer	NIGHTS													
C SQUAD														
CPO - Community Peace Officer	DAYS													
CPO - Community Peace Officer	DAYS													
SA - Security Agent	DAYS*													
SA - Security Agent	DAYS													
SCO - Security Communications Officer	DAYS													
D SQUAD														
CPO - Community Peace Officer														
CPO - Community Peace Officer														
SA - Security Agent														
SA - Security Agent														
SCO - Security Communications Officer														
Shift Supervisors - E Hour shifts														
SERGEANT - CPO														
SERGEANT - CPO														

* - Prior to the commencement of any strike or lockout the parties will review the weekend shift staffing to determine if any amendments are necessary.