

# Essential Services Agreement

between

The Governors of the University of Lethbridge

and

The Alberta Union of Provincial Employees (AUPE) on behalf of Local 053

## BACKGROUND:

- A. As a result of *An Act to Implement a Supreme Court Ruling Governing Essential Services (2016)*, which amended PSERA and the Code, the Parties have certain responsibilities as relates to entering into an "Essential Services Agreement";
- B. The Parties have negotiated in good faith and made every reasonable effort to enter into this Agreement.

NOW THEREFORE, the Parties agree as follows:

## PART A – GENERAL PROVISIONS

### ARTICLE 1 – STRUCTURE OF THIS 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 Bargaining Unit Members 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.

<b>ACCEPTED</b>	
[Redacted Signature]	<u>Jan. 5/18</u>
Commissioner	Date
EA No. <u>ESA1 - 2018</u>	

## ARTICLE 2 – DEFINITIONS AND INTERPRETATION

2.1 DEFINITIONS. 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 53 as defined by certificate number E-5;
- (c) "Capable and Qualified" refers to management and non-bargaining unit employees who have the skills, abilities and current certifications required to perform essential functions during a Work Stoppage;
- (d) "CHRO" means the Chief Human Resources Officer or a person designated by the Employer to act in that capacity;
- (e) "Collective Agreement" means the collective agreement between the Parties that was in effect from July 1, 2016 to June 30, 2017;
- (f) "Code" means the *Labour Relations Code* RSA 2000, c L-1;
- (g) "Commissioner" means Alberta's Essential Services Commissioner and has the same meaning as defined in the Code;
- (h) "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 the employee is required to perform essential services under the Agreement and has the same meaning as defined in the Code;
- (i) "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;
- (j) "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, which includes the University community;
  - (ii) limit significant damage to property.
- (k) "Employer" means the Governors of the University of Lethbridge;
- (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 PSERA and the Code;
- (n) "Parties" means the Employer and the Union;

- (o) "PSERA" means the *Public Service Employee Relations Act* RSA 2000, c P-43;
- (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 PSERA and the Code;
- (r) "Umpire" means the persons identified in Article 7 of this Agreement and if those persons are unavailable, a person appointed by the Commissioner, and includes the Chief Umpire;
- (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) "University" means the Governors of the University of Lethbridge; and
- (v) "Work Stoppage" means a Strike or Lockout permitted under PSERA and 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 Service Agreements between the Parties.

**ARTICLE 3 - SCHEDULING AND ASSIGNMENT OF ESSENTIAL SERVICES WORK**

- 3.1 Upon written notification of a Work Stoppage, the Employer will provide an Eligibility List to the Union within 48 hours for the purpose of scheduling Essential Services.
- 3.2 The Eligibility List will include the names, position titles, classifications, and contact information for all eligible Bargaining Unit Members. In addition, the Employer will, to the best of its knowledge, indicate current status (e.g. on leaves of absence, employees with work restrictions, or actively at work) of any Bargaining Unit Members who are deemed to perform Essential Service.

- 3.3 The Union, in accordance with Part B and the Eligibility List, will agree to accurately schedule eligible Bargaining Unit Members to perform Essential Services during a Work Stoppage. The Union agrees that shifts will be fairly distributed amongst the individuals listed on the Eligibility List.
- 3.4 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.
- 3.5 The schedule will be provided to the Employer's designate at least 24 hours in advance of the start of the two-week period.
- 3.6 Designated Essential Services Workers will generally 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 Employer's satisfaction).
- 3.7 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.
- 3.8 If a Designated Essential Services Worker is ill or otherwise unavailable (e.g. death in the family), they are to notify the Union Designate two hours prior to the scheduled shift. The Union will find an alternate for the worker as soon as reasonably possible and update the CHRO prior to the start of the shift of the name of the alternate.
- 3.9 In the event of a special situations or emergency as per Part B Article 6, the Union will contact individuals to perform the work as outlined in that article.

#### ARTICLE 4 – REMUNERATION

- 4.1 Remuneration for work performed pursuant to the Agreement will be in accordance with the Collective Agreement, except as modified in this Agreement.
- 4.2 During the Work Stoppage, Designated Essential Services Workers will submit manual timesheets indicating the numbers of hours worked. They will only be paid for hours worked.
- 4.3 The provisions of Clause 40.06 of the Collective Agreement are interpreted to mean that the Union will reimburse the Employer for full health plan premium costs, both Employer and Employee portions, prorated to account for any hours worked on Essential Services. The Employer is responsible for the Employer portion of the premiums prorated to the hours worked by each Designated Essential Services Worker during a Work Stoppage.
- 4.4 Vacation will be paid out as a percentage on the hours worked in accordance with each individual's accrual rate at the time the Work Stoppage commenced.
- 4.5 Overtime cannot be accrued as Compensatory Time Off and will be paid out.
- 4.6 Union dues are remitted percentage on hours worked.
- 4.7 Service and seniority are not accrued during the Work Stoppage, regardless of hours worked.

#### ARTICLE 5 - EMERGENCY RESPONSE

- 5.1 Where an emergency situation arises that cannot be responded to safely and effectively by Bargaining Unit Members on the Eligibility List, positions in addition to those listed in Part B may be deemed essential. In such case, the CHRO will immediately contact the Union Designate to advise them of:
- (a) the nature of the emergency;
  - (b) the positions required to assist with the emergency; and
  - (c) the number of employees from each of the positions that are needed to appropriately respond to the emergency situation.
- 5.3 The Union will promptly contact those employees who are needed to respond to the emergency situation. These Bargaining Unit Members will endeavour to report to work within 45 minutes of being contacted to perform emergency duties.
- 5.4 During an Emergency where Bargaining Unit Members are called in, the Employer will provide the Union with reasonable updates as to the status of the Emergency, including its anticipated duration.
- 5.5 Where a Work Stoppage is still in effect and the Employer determines that some or all Bargaining Unit Members called in are no longer required to respond to the Emergency, the Employer will release those unrequired Bargaining Unit Members as soon as reasonably possible.
- 5.6 In the event of a dispute between the Employer and the Union as to whether an emergency situation exist, the Bargaining Unit Members will perform the work in question until the issue can be addressed by an Umpire.

#### ARTICLE 6 - CHANGES IN CIRCUMSTANCES AND AMENDMENTS TO THIS AGREEMENT

- 6.1 While the staffing levels identified in Part B are a best estimate, the parties recognize adjustments may be required during the course of the Work Stoppage. 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.
- 6.2 Where agreement has been reached on the revised staffing level under 6.1, the Parties will update the schedule in Part B of this Agreement to reflect this change and the Union will ensure the revised Essential Service staffing levels are met.
- 6.3 In the event of a dispute on an amendment proposed under 6.1, either Party can apply to the Umpire to mediate or settle the proposed amendment. The schedule in Part B of this Agreement will remain in effect until the Parties reach a resolution with the Umpire.

#### ARTICLE 7 - RESOLUTION OF DISPUTES

- 7.1 The Parties will make every reasonable effort to resolve essential services agreement disputes through negotiations between a Union Designate and the CHRO. Should the Parties be unable to reach agreement, either Party may refer the matter to the Umpire.
- 7.2 The parties agree to the following individual as an acceptable Umpire to resolve disputes in a timely manner on the interpretation, application or implementation of this Agreement or any allegations that the terms of this Agreement have been breached.

Umpire Name:	Contact Information:
Deborah Howes	phone: 780.466.8250 cell: 780.446.9201 email: dhowes@hghcduds.ca

- 7.3 When a dispute arises during the implementation and application of this Agreement, the dispute will be referred to the Umpire to be heard within twenty-four (24) hours of the referral. Notice will also be provided to the other Party. A decision will be rendered as quickly as possible, but in no event longer than forty-eight (48) hours from the time of the referral. If the agreed-upon Umpire is unavailable, the parties will refer the issue to the Commissioner for the appointment of a replacement Umpire.
- 7.4 All costs for the Umpire will be paid for in equal parts by the Employer and the Union.

**ARTICLE 8 - PICKET LINES**

- 8.1 The parties agree that security for any picket lines is outside of the scope of regular bargaining unit work. The Employer will arrange for a third party to provide picket line security as it deems necessary for the protection of people and property.
- 8.2 When Bargaining Unit Members are not at work performing Essential Services, they are able to participate on the picket lines.

#### ARTICLE 9 - EXISTING CONTRACTUAL RELATIONSHIPS

- 9.1 The Employer leases space to a number of external businesses that operate on the Lethbridge Campus (e.g. Rebound Health Centre, Students' Union, U3T - MRI Clinic, and the University Daycare). Facility maintenance will continue to be provided on physical infrastructure to external businesses. Where required and as per current practise, third party vendors will continue to be used to meet the Employer's contractual obligations regarding physical infrastructure to these leaseholders.
- 9.2 As is the current practise, the Employer may continue to use contractors for capital projects where funding in whole or in part is restricted by terms and conditions set by external agencies or which are not bargaining unit work.
- 9.3 At least 24 hours prior to the commencement of a Work Stoppage, the Employer will provide the Union with a two-week schedule indicating which prime contractors are expected to be on site, the project and the location. The schedule will be updated every two weeks, as necessary.
- 9.4 As is the current practise, the Employer may continue to use external vendors for IT maintenance and support agreements.
- 9.5 If the Union is unable to provide the required staff to meet the Employer's Essential Services obligations, the terms of the Collective Agreement will prevail.

#### ARTICLE 10 - MAINTENANCE OF EMPLOYER OPERATIONS

- 10.1 Full operations may not be continued during a Work Stoppage; however, Essential Services will continue to be provided and maintained.
- 10.2 Managerial and other non-bargaining unit employees will be utilized to perform as many of these Essential Services as possible, recognizing this may exceed their applicable hours of work. As per the Collective Agreement, non-bargaining unit employees may also provide non-essential work, providing this work does not prevent them from performing Essential Services for which they are capable and qualified.
- 10.3 Where an Essential Service cannot be performed by management or non-bargaining unit employees, the service will be performed by eligible Bargaining Unit Members wherever possible.
- 10.4 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.
- 10.5 Designated Essential Services Workers must be competent in the position and have the required training and qualifications.

**ARTICLE 11 - EFFECTIVE DATE AND TERM**

- 11.1 This Agreement is effective on the date on which it is accepted for filing by the Commissioner and applies with respect to any lawful Work Stoppage related to the round of collective bargaining underway at the time of filing.
- 11.2 This Agreement expires on the earliest of:
- (a) the ratification of a new collective agreement between the parties;
  - (b) the date on which the Commissioner declares that the collective bargaining dispute is to be settled by compulsory arbitration; or
  - (c) the date on which the parties agree to settle their collective bargaining dispute by voluntary arbitration, provided that such agreement also includes the cessation of any Work Stoppage.

**ARTICLE 12 – Essential Services Orientation**

- 12.1 The Parties will host an Essential Services Orientation with the Umpire, the Employer's managers, and Union strike leaders.
- 12.2 The Essential Services Orientation will be scheduled when the Parties enter the cooling-off period, as defined in Section 65(7) of the Code.
- 12.3 The purpose of the meeting will be to ensure both Parties understand their obligations in relation to this Agreement. The meeting will be chaired by the CHRO and the Union Designate.
- 12.4 Topics will include:
- (a) rationale for an Agreement;
  - (b) the positions which have been deemed essential, and under which circumstances;
  - (c) the scheduling of shifts as well as accepting calls from the Union when on standby;
  - (d) reporting for assigned shifts as well as reporting for work when on a standby assignment;
  - (e) completing all Essential Service duties when scheduled;
  - (f) proper protocol for calling in when ill; and
  - (g) compensation while performing Essential Services.



**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 (unless a Work Stoppage is in effect), signed receipt courier, facsimile, or email where receipt has been acknowledged.

13.2 Notice to the Employer shall be provided to:

Chief Human Resources Officer  
University of Lethbridge  
Anderson Hall AH135F  
4401 University Drive  
Lethbridge, AB T1K 3M4  
Facsimile: 403-329-2685

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: 780-930-3392

**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 Campus Security**

- 2.1 Essential Service duties include dispatching; responding to emergencies; providing emergency first response (including first aid and activating life-saving equipment); monitoring life safety alarms; and conducting preventive campus patrols to maintain building and life safety.
- 2.2 During a Work Stoppage, the Manager of Security will participate in performing these Essential Service duties, providing the manager is capable and qualified.
- 2.3 During a Work Stoppage, licensed Security Representatives will be scheduled on a 24-7 schedule, with consideration being given to 12-hour shifts, which do not, in and of themselves, attract overtime.

Position and Number Of Eligible Bargaining Unit Members	Number Of Capable And Qualified Persons	Required Shifts	Staffing Level Per Shift
Security Representative  All full-time, part-time and casual employees classified as security representatives - 18 in total	1 full-time APO Manager	Required coverage is 24 hrs/7 days per week  For the purpose of a Work Stoppage only - shifts will be 12 hours, at straight time rates	3 security representatives per crew

**3.0 Boiler Operations and Maintenance**

- 3.1 Essential Service duties include checking the heating and cooling plant as well as auxiliary equipment to ensure compliance and safety; monitoring and responding to equipment alarms.
- 3.2 Where necessary repairs to the heating, air conditioning, ventilation and mechanical systems are needed to protect the safety and health of the University community and the public, and limit significant damage to property.
- 3.2 During a Work Stoppage, the day-to-day duties will primarily be performed by non-bargaining unit staff when capable and qualified persons are available.
- 3.3 Instrument Journeymen qualified at 4<sup>th</sup> class or higher and Operating Engineers 4<sup>th</sup> Class will be scheduled as needed for Essential Services duties.

Position and Number Of Eligible Bargaining Unit Members	Number Of Capable And Qualified Persons	Required Shifts	Staffing Level Per Shift
Instrument Journeymen qualified at 4 <sup>th</sup> class or higher 3 Instrument Journeyman  Operating Engineers 4 <sup>th</sup> Class 2 Operating Engineers	1 full-time APO Manager (is qualified to perform checks but not to perform maintenance)	4 shifts per week of approximately 2.5 hours in duration. In a given 24-hour period, the start of each shift must be not be less than 7 hours apart.  If additional work connected to the maintenance is required, additional time may be added to the shift.	One individual per shift

**4.0 Animal Care Services – Rodent Facility**

- 4.1 Essential Service duties include proper husbandry of the research animals. Proper husbandry includes provisions of the appropriate room temperatures, humidity levels, light cycle maintenance, ventilation, food, water, environmental enrichment as well as the support and guidance of out of scope staff on cage cleaning within Canadian Council on Animal Care (CCAC) guidelines and regulations pertaining to the proper care and use of animals in research. Essential Service duties also include animal welfare checks and the provision of medical support to sick animals.
- 4.2 The Employer agrees not to unreasonably escalate animal orders following a strike vote and no new animals will be ordered by the Employer during any Work Stoppage, although orders made before the Work Stoppage will still be received and animals will be cared for.
- 4.3 The Parties acknowledge that:
- (a) the care of animals does not meet the legislated definition of Essential Services;
  - (b) the Employer requires the use of qualified Bargaining Unit Members to care for the health and survival of the animals and to maintain research progress;
  - (c) the loss of animal life will result in irreparable harm; and
  - (d) it is in the best interests of both parties to allow for Bargaining Unit Members to care for the animals.
- 4.4 The Employer will train Non-Bargaining Unit staff to perform decontamination, cage assembly, and cleaning duties to reduce the number of Bargaining Unit Members required to perform this Essential Service. At no time will unqualified individuals be expected or allowed to handle the animals.
- 4.5 A Bargaining Unit Member will be present to assist the non-bargaining unit employees in strict animal husbandry protocols in order to mitigate serious consequences for the animals.

Position and Number	Number Of Capable	Required Shifts	Staffing Level Per Shift
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Of Eligible Bargaining Unit Members	And Qualified Persons		
Animal Care Attendant – Rodent Facility	1 veterinarian with limited availability due to other Essential Service commitments	Coverage required is 7 days/week	Monday to Friday: 1 Animal Care Technician or Attendant and 1 non-union employee
1 Animal Care Technician		Monday to Friday shift is 7 hours each day.	
2 Animal Care Attendants		Saturday is a 2 hour shift. Sunday is a 3.5 hour shift.	Saturday and Sunday: 1 Animal Care Technician or Attendant and 1 non-union employee

**5.0 Animal Care Services – Aquatic Research Facility**

- 5.1 Essential Service duties for the Aquatic Research Facility will include proper husbandry of the research animals, ordering of necessary supplies, and inspection and maintenance of mechanical systems. Proper husbandry includes provisions of the appropriate water temperature, oxygenation, light cycle, water quality, food and tank cleaning within the CCAC guidelines and regulations pertaining to the proper care and use of fish and amphibian in research. Proper inspection and maintenance implies provisions of daily readings and maintenance work of multiple complex instrumentation required for the fish live support system.
- 5.2 The Employer agrees not to unreasonably escalate animal orders following a strike vote and no new animals will be ordered by the Employer during any Work Stoppage, although orders made before the Work Stoppage will still be received and animals will be cared for.
- 5.3 The parties acknowledge that:
- (a) the care of animals does not meet the legislated definition of Essential Services;
  - (b) the Employer requires the use of qualified Bargaining Unit Members to care for the health and survival of the animals and to maintain research progress;
  - (c) the loss of animal life will result in irreparable harm; and
  - (d) that it is in the best interests of both parties to allow for Bargaining Unit Members to care for the animals.

Position and Number Of Eligible Bargaining Unit Members	Number Of Capable And Qualified Persons	Required Shifts	Staffing Level Per Shift

<b>Animal Care Attendant – Aquatic Research Facility 2 Technical Specialists</b>	<b>1 veterinarian with limited availability due to other Essential Service commitments</b>	<b>Coverage is 7 days/week.  Shift is 4 hours per day  May be called in 24 hours / 7 days per week</b>	<b>1 per shift</b>
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**6.0 Skilled Trades and Others**

6.1 Essential Service duties include providing urgent maintenance or preventive maintenance that requires the services of a skilled tradesperson or other, which could reasonably lead to an emergency. Examples include flood, hazardous material leak, equipment failure or other incidents.

6.2 Skilled trades and others covered under the Collective Agreement may be called out. Call out is managed in accordance with the Collective Agreement. Should call out be required, the Employer will notify the Union of the position(s) to be called out.

The Union will promptly call out the Bargaining Unit Member(s) and advise the CHRO of who is coming and when.

6.3 Skilled trades and others covered under the Collective Agreement may be required for standby duties. Standby duties are to be managed in accordance with the Collective Agreement. Should standby be required, the Employer will notify the Union.

The Union will promptly develop a standby schedule to meet the requirements, notify the Bargaining Unit Members, and advise the CHRO of who has been scheduled and when.

6.4 The position(s) to be placed on standby or call out are dependent upon the nature of the urgent or preventive maintenance or the emergency itself. However, given past experience, the most likely positions to be required are those listed here:

Position and Number Of Eligible Bargaining Unit Members	Number Of Capable And Qualified Persons	Required Shifts	Staffing Level Per Shift
Caretaker III (5) Carpenter (1) Electrician (5) Information Technology Technical Specialist III (2) Instrument Journeyman (4) Millwright (3) Operating Engineer 4 <sup>th</sup> class (4) Plumber (3)	1 for Caretaker III  1 Electrician (not qualified for fire alarm)  1 for Information Technology Technical Specialist       1 for Plumber	Stand-by or Call-out	As needed to address urgent or preventive maintenance, or to respond to an emergency

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 THE UNIVERSITY  
OF LETHBRIDGE

ON BEHALF OF THE ALBERTA  
UNION OF PROVINCIAL EMPLOYEES

\_\_\_\_\_  
Michael J. Mahon, Ph.D.  
President & Vice Chancellor

\_\_\_\_\_  
Guy Smith  
AUPB President

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WITNESS

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WITNESS

DATE: Dec. 18, 2017

DATE: Dec 15<sup>th</sup>, 2017