

Essential Services Agreement
between

Alberta Innovates

and

The Alberta Union of Provincial Employees (AUPE) on behalf of Local 060

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.

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;

September 28, 2018

ACCEPTED	
[Redacted Signature]	Jan. 9, 2019
Commissioner	Date
EA No. <u>ESA 1 - 2019</u>	

- (b) **"Bargaining Unit Members"** means those employees who are members of AUPE Local 60 as defined by certificate number E114-2017 and who are employed by Alberta Innovates;
- (c) **"Capable and Qualified"** refers to management, and other non-union employees who have the skills, abilities and current certifications required to perform essential functions during a Work Stoppage;
- (d) **"Collective Agreement"** means the collective agreement between the Parties that was in effect from April 1, 2013 to September 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 the employee is 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 Alberta Innovates;
- (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 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 8 of this Agreement and if those persons are 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) "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 assigned based on competencies, training, and qualifications needed to fulfill the Essential Services, as indicated by the Employer.
- 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 Employer Designate prior to the start of the shift of the name of the alternate.
- 3.9 In the event of an emergency as per Article 6, the Union will contact individuals to perform the work as outlined in that article.

ARTICLE 4 – PERMITTED CHANGES TO TERMS AND CONDITIONS OF EMPLOYMENT

- 4.1 Unless otherwise provided for in this Agreement, the terms and conditions of employment contained in the Collective Agreement apply to Designated Essential Services Workers performing Essential Services.
- 4.2 The terms and conditions of employment contained in the Collective Agreement apply to any Bargaining Unit Employees recalled under Article 6.

ARTICLE 5 – RENUMERATION

- 5.1 For clarity, Bargaining Unit Employees who work as Designated Essential Services Workers, or who are recalled under Article 6, will be paid based on their classifications and rates of pay in effect at the commencement of a Strike or Lockout.
- 5.2 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.

- 5.3 During a Work Stoppage, the Employer will be responsible for covering the Employer portion of Health Benefit premiums for Designated Essential Services Workers only. The portion of Health Benefit premiums covered by the Employer will be prorated to the hours worked by each Designated Essential Services Worker during a Work Stoppage.
- 5.4 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.
- 5.5 Overtime cannot be banked and will be paid out.
- 5.6 Designated Essential Services Workers will be ineligible to participate in compressed work schedule arrangements during a Work Stoppage.
- 5.7 Service and seniority are not accrued during a Work Stoppage, regardless of hours worked.

ARTICLE 6 - EMERGENCY RESPONSE

- 6.1 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 Employer Designate 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.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 In the event of a dispute between the Employer and the Union as to whether an emergency situation exists, the Bargaining Unit Members will perform the work in question until the issue can be addressed by an Umpire.

ARTICLE 7 – CHANGES IN CIRCUMSTANCES AND AMENDMENTS TO THIS AGREEMENT

- 7.1 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.
- 7.2 Where agreement has been reached on the revised staffing level under 7.1, 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.
- 7.3 In the event of a dispute on an amendment proposed under 7.1, 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 8 - RESOLUTION OF DISPUTES

- 8.1 The Parties will make every reasonable effort to resolve essential services agreement disputes through negotiations between a Union Designate and the Employer Designate. Should the Parties be unable to reach agreement, either Party may refer the matter to the Umpire.
- 8.2 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	

- 8.3 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.
- 8.4 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.
- 8.5 All costs for the Umpire will be paid for in equal parts by the Employer and the Union.

ARTICLE 9 – MAINTENANCE OF EMPLOYER OPERATIONS

- 9.1 Full operations may not be continued during a Work Stoppage; however, Essential Services will continue to be provided and maintained.
- 9.2 Managerial, and other non-union employees will be utilized to perform as many of the Essential Services as possible, recognizing this may exceed their applicable hours of work, and that Essential Services take priority over non-essential work.
- 9.3 Where an Essential Service cannot be performed by management, and other non-union employees, the service will be performed by eligible Bargaining Unit Members wherever possible.
- 9.4 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.
- 9.5 Designated Essential Services workers must be competent in the position and have the required training and qualifications.

ARTICLE 10 - EFFECTIVE DATE AND TERM


- 10.1 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.
- 10.2 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 11 – Essential Services Orientation

- 11.1 The Parties will host an Essential Services Orientation with the Umpire, the Employer's managers, and Union strike leaders.
- 11.2 The Essential Services Orientation will be scheduled when the Parties enter the cooling-off period, as defined in Section 65(7) of the Code.

- 11.3 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 Employer Designate and the Union Designate.
- 11.4 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 Service

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 (unless a Work Stoppage is in effect), signed receipt courier, facsimile, or email where receipt has been acknowledged.
- 12.2 Notice to the Employer shall be provided to:
- CEO, Alberta Innovates
Alberta Innovates
250 Karl Clark Road
Edmonton, AB T6N 1E4
Facsimile: 780-450-5195
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- 12.3 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
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ARTICLE 13 – 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 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 **Research Ethics**

- 2.1 Essential services duties include: Review and assign research modifications, renewals, closures and reportable events. Correspond all findings and approvals between the Board and Research Teams. Review and assign all new research, maintaining the study from submission to approval. Provide guidance to research teams during the ethics process and Board deliberations. Review and assign all Research Participants queries or complaints to most expert board member in the field related to the query.
- 2.2 During a Work Stoppage, the Manager, Research Ethics will participate in performing these Essential Services duties, providing the manager is capable and qualified.
- 2.3 During a Work Stoppage, the Research Ethics Intake Coordinators and Research Ethics Coordinators will be scheduled for a 7.25 hour shift between the hours of 7:00am and 5:00pm for 5 days a week Monday to Friday.
- 2.4 Prior to a strike or lockout the Parties will meet to evaluate the caseload for the Community Health Committee in order to determine how many studies fit within the definition of Essential Services.

Position and Number of Eligible Bargaining Unit Members	Number of Capable and Qualified Persons	Required Shifts	Staffing Level Per Shift
<p>Research Ethics Intake Coordinator (CB04)</p> <p>All permanent full time, part time, and casual employees classified – 2 positions in total</p> <p>Research Ethics Coordinator (CB07)</p> <p>All permanent full time, part time, and</p>	<p>1 full time Research Ethics Manager</p>	<p>Required coverage is Monday to Friday between the hours of 7:00am and 5:00pm</p> <p>For purpose of a Work Stoppage only, shifts will be 7.25 hours per day at straight time rates</p>	<p>For the first 48 hours of a Work Stoppage:</p> <ul style="list-style-type: none"> • 3 positions in any combination between classification CB04 and CB07 based on the competence, training and qualifications required to perform the essential work. • 1 additional

<p>casual employees classified – 4 positions in total</p>			<p>position will be required to be on-call</p> <p>Following the first 48 hours of a Work Stoppage:</p> <ul style="list-style-type: none"> • 4 positions in any combination between classification CB04 and CB07 based on the competence, training, and qualifications required to perform the essential work
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Essential Services Agreement
between

Alberta Innovates

and

The Alberta Union of Provincial Employees (AUPE) on behalf of Local 060

The Parties agree to recommend to their principals the attached Essential Services Agreement which consists of two parts: Part A (General Provisions) and Part B (Essential Services). Signing of the Essential Services Agreement will be complete on or before October 12, 2018.



Representative for the Alberta Union of
Provincial Employees



Representative for Alberta Innovates

JUSTINE HETSLER

Name

Katherine Jalucop

Name

OCTOBER 1, 2018

Date

October 1, 2018

Date