

# ESSENTIAL SERVICES AGREEMENT

between

WOOD BUFFALO HOUSING & DEVELOPMENT COPORATION

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1505

## 1. PREAMBLE AND PURPOSE

- 1.01 The Parties, in accordance with the *Alberta Labour Relations Code* (the "Code"), acknowledge the requirement of an Essential Services Agreement ("ESA") to ensure the continued provision of essential services in the event of a strike or lockout.
- 1.02 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

### 2. STRUCTURE OF THIS AGREEMENT

- 2.01 This Agreement consists of two parts, being:
- (a) Part A, which contains general provision 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

<b>ACCEPTED</b>	
Commissioner	Date <u>September 8/21</u>
EA No. <u>ESA 16-2021</u>	

- (iv) The number of capable and qualified persons able to perform Essential Services during a work stoppage.

### 3. **DEFINITIONS AND INTERPRETATION**

#### 3.01 **Definitions**

The following terms shall have the meaning ascribed to them:

- (a) **“Agreement”** means this Essential Services Agreement;
- (b) **“Bargaining Unit Members”** means those employees who are member of CUPE Local 1505-04, as defined by certificate 53-2012;
- (c) **“Capable and Qualified Persons”** refers to management and non-Bargaining Unit employees of **Wood Buffalo Housing and Development Corporation** who have the skills, abilities and current certifications required to perform essential functions during a work stoppage;
- (d) **“CMO”** shall mean the Chief Medical Officer of Alberta;
- (e) **“Collective Agreement”** means the current, signed Collective Agreement between the parties;
- (f) **“Code”** means the *Labour Relations Code*;
- (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) **“DRO”** means the Human Resources Director, or a person designated by the Employer to act in that capacity;
- (j) **“Eligibility List”** means the list of the names, positions, titles, classifications, and contact information for all Bargaining Unit members who have the qualifications and training to perform the Essential Services duties listed in Part B of this Agreement.

- (k) **“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; and
  - (ii) Limit significant damage to property.
- (l) **“Employer”** means Wood Buffalo Housing & Development Corporation – Rotary House;
- (m) **“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.
- (n) **“Lockout”** has the same meaning as defined in and permitted by the *Code*;
- (o) **“Parties”** means the Employer and the Union;
- (p) **“Standby”** means the employee must be available and able to report to the Employer after being contacted by the Union within 45 minutes of being contacted;
- (q) **“Strike”** has the same meaning as defined in and permitted by the *Code*;
- (r) **“Umpire”** means the person(s) 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 Canadian Union of Public Employees, Local 1505;
- (t) **“Union Designate”** means a person designated by the Union to act in that capacity; and
- (u) **“Work Stoppage”** means a strike or lockout permitted under the *Code*.

3.02 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 do not define, limit, or enlarge the scope or meaning of this Agreement or any part of it; and
- (c) This Agreement does not constitute a precedent for future negotiations of Essential Service Agreements between the Parties.

#### **4. SCHEDULING AND ASSIGNMENT OF ESSENTIAL SERVICE WORK**

- 4.01 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.
- 4.02 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 (i.e. on leave of absence, employees with work restrictions, or actively at work) of any Bargaining Unit member who are deemed to perform Essential Service.
- 4.03 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.
- 4.04 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.
- 4.05 The schedule will be provided to the Employer's designate at least 72 hours in advance of the start of the two-week period.
- 4.06 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).
- 4.07 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.
- 4.08 If a Designated Essential Services Worker is ill or otherwise unavailable (e.g. death in the family), they are to notify the Union Designate three (3) hours prior to the scheduled shift. The Union will find an alternate for the worker as soon as reasonably possible and update the DRO prior to the start of the shift of the name of the alternate.

4.09 In the event of a special situation or emergency as per Part B Article 6, the Union will contact individuals to perform the work as outlined in that article.

## **5. REMUNERATION**

5.01 Remuneration for work performed pursuant to the Agreement will be in accordance with the Collective Agreement, including the Cost of Living Allowance, except as modified in this Agreement.

5.02 During the Work Stoppage, Designated Essential Services Workers will submit manual timesheets to the Union and complete electronic timesheets in Dayforce and have them authorized by management. They will only be paid for hours worked. The Employer will provide the Union with a copy of the electronic timesheets.

5.03 The provisions of Article 23 - Benefits 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.

5.04 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.

5.05 Overtime cannot be banked and will be paid out at one-and-a-half times (1 ½ x) the employee's hourly rate.

5.06 Union dues are remitted on hours worked.

5.07 Service and seniority are not accrued during the Work Stoppage, regardless of hours worked.

## **6. EMERGENCY RESPONSE**

6.01 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 DRO 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.
- 6.02 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.
- 6.03 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.
- 6.04 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.
- 6.05 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.

**7. CHANGES IN CIRCUMSTANCES AND AMENDMENTS TO THIS AGREEMENT**

- 7.01 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.
- 7.02 Where agreement has been reached on the revised staffing level under 7.01, 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.
- 7.03 In the event of a dispute on an amendment proposed under 7.01, 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.

**8. RESOLUTION OF DISPUTES**

- 8.01 The Parties will make every reasonable effort to resolve Essential Services Agreement disputes through negotiations between a Union Designate and the DHR. Should the Parties be unable to reach agreement, either Party may refer the matter to the Umpire.

8.02 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 allegation that the terms of this Agreement have been breached.

**Mark Asbell, Q.C.**

Or

**Mr. Dev A. Chankasingh**

8.03 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.

8.04 All costs for the Umpire will be paid for in equal parts by the Employer and the Union.

## **9. PICKET LINES**

9.01 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.

9.02 When Bargaining Unit Members are not at work performing Essential Services, they are able to participate on the picket lines.

**10. EXISTING CONTRACTUAL RELATIONSHIPS**

- 10.01 Where required and as per current practice, third party vendors will continue to be used to meet the Employer's contractual obligations.
- 10.02 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. In the event that a current third-party vendor needs to provide a service and they are not on the schedule, the Employer will provide as much notice as possible to the Union of the date(s) and time(s) the vendor(s) are scheduled for.
- 10.03 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.

**11. MAINTENANCE OF EMPLOYER OPERATIONS**

- 11.01 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.
- 11.02 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.
- 11.03 Designated Essential Services Workers must be competent in the position and have the required training and qualifications.

**12 EFFECTIVE DATE AND TERM**

- 12.01 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.
- 12.02 This Agreement expires on the ratification of a new Collective Agreement between the parties.

**13. ESSENTIAL SERVICES ORIENTATION**

- 13.01 The Parties will host an Essential Services Orientation with the Umpire, the Employer's manager, and Union strike leaders.



- 13.02 The Essential Services Orientation will be scheduled when the Parties enter the cooling-off period, as defined in Section 65(7) of the *Code*.
- 13.03 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 DRO and the Union Designate.
- 13.04 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.

**14. NOTICE**

14.01 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.

14.02 Notice to the Employer shall be provided to:

Wood Buffalo Housing & Development Corporation

14.03 Notice to the Union shall be provided to:

President, CUPE Local 1505

## **PART B – ESSENTIAL SERVICES**

### **1. ESSENTIAL SERVICES**

- 1.01 The following services shall be deemed “Essential Services” for the purposes of this Agreement.
- 1.02 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. ESSENTIAL SERVICES**

- 2.01 The Essential Services as identified are Cook, Residential Services Aide, as well as the “enhanced environmental cleaning and disinfection Housekeeper” position.
- 2.02 The employees deemed essential for the purpose of the Essential Services Agreement are as follows:
- (a) One (1) Cook will be required to work seven (7) consecutive hours in the position, to prepare meals each day for the residents of Rotary House, and maintain sanitation and cleanliness of the kitchen as per Public Health Regulations from 11 a.m. to 6 p.m.;
  - (b) (i) One (1) Residential Services Aide during the day shift for twelve (12) consecutive hours from 7:30 a.m. to 7:30 p.m. and
  - (ii) One (1) Residential Services Aide during the night shift for twelve (12) consecutive hours from 7:30 p.m. to 7:30 a.m.
- 2.03 Due to the COVID-19 pandemic, all licensed supportive living facilities (Rotary House) are following Alberta Health Services Orders (“Orders”) issued by the Alberta Chief Medical Officer. These Orders are put in place to maintain strong protections to minimize the risk of virus transmission and spread.

The following position would only be needed to fulfill these Orders. This position would be considered null and void if Orders from Alberta Health Services the Alberta Chief Medical Officer are no longer valid.

(c) One (1) Housekeeper to do enhanced environmental cleaning and disinfection of common areas, residents' rooms daily for five (5) consecutive hours as long as the Orders are in place.

2.04 Provisions setting out the method by which employees capable of performing Essential Services will be assigned to perform those services during a strike or lockout.

#### 2.04.1 Cook

The Cook will be responsible for preparing meals each day for residents of Rotary House. As referenced above, the Cook is also responsible to maintain sanitation and cleanliness of the kitchen as per the Public Health Regulations. The remaining meals will be prepared by a Capable and Qualified Person.

The Cook classification requires a Journeyperson certificate or equivalent years in experience and has current WHMIS, First Aid and CPR certifications to be utilized in the event an incident occurs. A Safe Food Handling certification is needed by at least one staff member during a shift to ensure The Provincial Health Regulations are met.

#### 2.04.2 Residential Services Aides

The Residential Services Aides are responsible for the service of meals and light housekeeping excluding laundry. They are also responsible for monitoring general health and safety of the residents in the Lodge and will respond in the event of an emergency by providing immediate First Aid and contacting emergency medical services, if required. The Employer will provide a Capable and Qualified Person to assist in the day shift.

The Residential Services Aide will be current in training in relation to WHMIS, First Aid and CPR to be utilized in the event an incident occurs.

In relation to the one (1) Residential Services Aide at night, these are the only employees working at night and, for safety reasons, it is necessary that the employees are not working alone in order to appropriately respond to emergencies and assist residents if the need arises. The Employer will provide a Capable and Qualified Person to assist in the night shift.

The Residential Services Aides will continue to be responsible for enhanced cleaning disinfection in the dining room between meals and health screening of all people entering the facility according to the AHS Orders and shall continue as long as the Orders are active.

**2.04.3 Housekeeper for Enhanced Environmental Cleaning and Disinfection. (As per the CMO Orders)**

As per the CMO Orders, Common/Public areas, cleaning and disinfecting should be performed once per day on all low touch areas and a minimum of 3 times daily on the high touch areas. Resident rooms require a daily cleaning/disinfecting of low/high touch areas. Units will be done again after every designated family/support visitor leaves the unit.

Remaining enhanced housekeeping duties will be performed by a Capable and Qualified Person.

**2.05 Provisions setting out procedures to be followed in responding to emergencies or foreseeable changes to necessary Essential Services.**

In the event of an emergency during work hours during the day shift, the Bargaining Unit employees on shift would provide support and contact emergency medical services, as well as a Capable and Qualified Person in the event of an emergency.

During the night shift hours, the Residential Services Aide would assist in responding to the emergency, contact emergency medical services, if required, as well as a Capable and Qualified Person in the event an emergency takes place.

Additional Bargaining Unit employees needed will be arranged as per Article 6 of this Agreement.

**2.06 Provisions setting out any permissible changes to the terms and conditions of employment which will apply to designated Essential Services workers during a Work Stoppage.**

The *Supported Living Accommodation Licensing Act* requires certain standards which must be maintained. Nutritional requirements, menu requirements, cleaning requirements as well as residents' safety and security standards exist pursuant to the *Act*. While disposable dishes and flatware would be used to allow the Employer to lessen the workload in the kitchen, the appropriate nutritional and menu requirements will continue to be met, as would the sanitation and cleanliness of the kitchen as per Public Health Regulations. The Bargaining Unit employees on shift and a Capable and Qualified Person will ensure the standards are maintained.

With respect to the Residential Services Aides, the individuals would have more limited interaction with personnel given the reduced number of individuals on shift, however residents' safety and security remain the priority.

Bargaining Unit employees from the Employer's other Bargaining Unit "Wood Buffalo Housing and Development Corporation", that are not covered by the Rotary House Collective Agreement or this Agreement shall not perform the work of Bargaining Unit members.

In relation to housekeeping duties performed by the RSAs, the cleaning of all units once weekly would be appropriate given the cleaning requirements identified in the Supported Living Accommodation Standards and consistent with the residents' safety and security. It would still be necessary to maintain and sanitize all assigned bathrooms to ensure the health and safety of the residents are maintained.

### 3. ELIGIBLE BARGAINING UNIT MEMBERS

This Article contains the names, contact information, status and qualifications of the Bargaining Unit employees that are able to perform Designated Essential Services Work as outlined in this Agreement.

Signed on Behalf of the WBHDC Rotary House

Ingrid Blasius (Aug 3, 2021 14:39 MDT)

Ingrid Blasius

Gina Power (Aug 3, 2021 16:27 MDT)

Gina Walsh

Signed on Behalf of The Canadian Union of Public Employees, Local 1505

Craig Milley (Aug 4, 2021 15:45 MDT)

Craig Milley

Heather McInnis (Aug 4, 2021 09:37 MDT)

Heather McInnis

Linda Ouellette (Aug 4, 2021 09:51 MDT)

Linda Ouellette

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