

ACCEPTED

Commissioner

March 19, 2026

Date

EA No. ESA00093-2026

ESSENTIAL SERVICES AGREEMENT

between

PORTAGE COLLEGE

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)

on behalf of Local 071, Chapter 008

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.

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 71, Chapter 008 as defined by certificate number C2185-2023;
- (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 expires on June 30, 2024;
- (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.
- (j) **“Employer”** means Portage College;
- (k) **“Employer Designate”** means a person designated by the Employer to act in that capacity;
- (l) **“Essential Services”** are those services:
 - (i) the interruption of which would endanger the life, personal safety or health of the public; or
 - (ii) necessary to the maintenance and administration of the rule of law or public security.

- (m) “**Lockout**” has the same meaning as defined in and permitted by the Code;
- (n) “**Parties**” means the Employer and the Union;
- (o) “**Standby**” means the employee must be available and able to report to the Employer during a period in which they are not scheduled to work, after being contacted by the Employer within a reasonable period of time of being contacted;
- (p) “**Strike**” has the same meaning as defined in and permitted by the Code;
- (q) “**Umpire**” means the persons identified in Article 11 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;
- (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.

ARTICLE 3 – PROCESS FOR NEGOTIATING STAFFING PLANS

- 3.1 The Parties agree to develop staffing plans that set out the classifications of employees, and the total number of positions in each classification, required to perform the Essential Services (see Part B).
- 3.2 Prior to any local staffing plan discussions the Employer shall provide the Union relevant information regarding staffing for each Unit / Area, Department, but not limited to:
 - (a) Normal hours of operation;
 - (b) Schedule rotations;

- (c) Policies regarding when and if staff are normally replaced if absent,
- (d) Current status of employees (e.g. actively working, on Leave of Absence, or employees with restrictions);
- (e) Employee contact information;
- (f) A list of all Capable and Qualified Persons, including personal qualifications.

ARTICLE 4 – PROCESS FOR ASSIGNING DESIGNATED ESSENTIAL SERVICES WORKERS

4.1 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 Unit and Shift Pattern;
- (c) Position title;
- (d) Classification;
- (e) Most recent contact information; and
- (f) To the best of the Employer's knowledge, current status (e.g. active, leave of absence) and any known work restrictions.

4.2 At the same time that the Employer provides the Union with the information in Article 4.1, the Employer will provide the Union with the following:

- (a) A list of worksite contacts for scheduling purposes;
- (b) Notification of any operational changes that would change the required level of Essential Services;
- (c) An updated list of all Capable and Qualified persons identified in Article 3.2(f)
- (d) Process for assigning Capable and Qualified Persons;
- (e) Process for replacing Capable and Qualified Persons.
- (f) Updated volunteer information if different from the information provided to the union in Article 7.

4.3 The Employer will schedule Designated Essential Services Workers to perform Essential Services duties during a Strike or Lockout in accordance with its existing practice. The Employer will distribute shifts fairly, to the greatest degree possible, amongst Bargaining Unit Employees eligible to be Designated Essential Services Workers. The Union will have the ability to review and approve the schedules prior to posting. In the event of a dispute, Parties will access the dispute resolution process outlined in Article 11.

- 4.4 No later than 72 hours prior to the commencement of a Strike or Lockout, the Employer will provide the Union with a seven-day schedule for Designated Essential Services Workers. The Employer will provide the Union with further seven-day schedules 72 hours prior to each subsequent seven-day period.
- 4.5 At the same time that the Employer provides the Union with the information in Article 4.4, the Union will provide the Employer with a list of Union Designates and/or worksite contacts for the purposes of implementing the Agreement.
- 4.6 If a scheduled Bargaining Unit Member is ill or otherwise unavailable, they will endeavor to notify the Employer Designate two (2) hour prior to the scheduled shift. The Employer will find a replacement for the worker and update the Union prior to the start of the shift.
- 4.7 Unless otherwise indicated in Part B of the agreement, a Designated Essential Services Worker will be required to work the shift in its entirety to ensure the effective delivery of Essential Services duties. Exceptions may include but are not limited to sudden onset of illness, personal or family emergency or the completion of Essential Services duties.
- 4.8 Both Parties acknowledge the benefits of having workspace in near proximity to the impacted site(s) that will help facilitate ongoing communication between Employer Designate and Union Designate who are responsible for ensuring essential services and administering the Agreement. 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 at each impacted Employer site for the duration of the dispute.
- 4.9 During a strike or lockout, a Union Designate shall only access the workspace for the purposes of verifying the assignment of Designated Essential Services Workers and Capable and Qualified Persons as well as other responsibilities as outlined in the Agreement. The Employer Designate may accompany the Union Designate outside of the exclusive-use workspace while on site.
- 4.10 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 responsibilities under this Agreement.

ARTICLE 5 – PERMITTED CHANGES TO TERMS AND CONDITIONS OF EMPLOYMENT

- 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 where specifically outlined in this Agreement.

- 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 Union will reimburse the Employer for full premium costs prorated to account for any hours worked by Designated Essential Service Workers during the work stoppage.
 - b) The Union's portion of the Employers' associated cost under the Collective Agreement will be billed to the Union no later than 60 days following the conclusion of a strike or lockout. The Union shall submit payment no later than 60 days following receipt of the invoice.

ARTICLE 6 – CAPABLE AND QUALIFIED PERSONS

- 6.1 The Employer shall utilize the services of its Managers and Out of Scope Employees, who are capable and qualified, to the fullest extent possible with the focus being on the delivery of Bargaining Unit Essential Services duties. The Parties agree that Capable and Qualified Person who are performing Essential Services may also need to perform critical, time sensitive managerial functions. The Employer shall, if requested by the Union provide a record of the daily number of hours worked and the duties of work performed by each Capable and Qualified Person and shall provide it to the Union within a reasonable time frame.
- 6.2 Where the Employer has previously advised the Union that a Capable and Qualified person is assigned to a particular shift, and that person is unable to report for their assigned shift, the Employer will make every reasonable effort to fill the shift with an alternate.
- 6.3 If a dispute arises as to the utilization and scheduling of a Capable and Qualified Person, the Union will provide such Designated Essential Services Workers to cover shifts not able to be filled by the Capable and Qualified Person until such time as any dispute is fully resolved in accordance with Section 11 of this agreement.
- 6.4 If the Employer cannot find an alternate, the Union will be informed, with justification, two (2) hours prior to the commencement of the shift and the Employer will assign a Designated Essential Services Worker to fill the shift.

ARTICLE 7 – VOLUNTEERS

- 7.1 The Employer shall provide the Union with a list identifying all volunteers who are expected to perform volunteer duties during the dispute, and where they usually perform their volunteer duties. The scope of practice for volunteers shall not be expanded.

ARTICLE 8 – PROHIBITION ON REPLACEMENT WORKERS

- 8.1 During a Strike or Lockout at a site, the Employer shall not:
- (a) Permit employees in the Bargaining Unit 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) Assign work that would normally be performed by an employee in the bargaining unit that is on strike or lockout to employees in other bargaining units; or
 - (d) Hire additional persons to perform work normally performed by a Bargaining Unit Member that is on Strike or Lockout.

ARTICLE 9 – RESPONDING TO EMERGENCIES

- 9.1 Where an Emergency occurs during a strike or lockout, the Employer may recall Bargaining Unit Members to the extent necessary to respond to the Emergency.
- 9.2 Where an Emergency that cannot be responded to safely by the number of Designated Essential Services Workers and Capable and Qualified Persons available as per Part B of this Agreement, the Employer will immediately contact the Union to advise of the number of additional Designated Essential Services Workers that are required to appropriately respond to the situation.
- 9.3 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. If requested, the Employer will provide the Union with written documentation to support the request in a reasonable time frame.

- 9.4 During an Emergency where Bargaining Unit Members are recalled, the Employer will provide the Union with reasonable updates as to the status of the Emergency, including its anticipated duration.
- 9.5 Where a Work Stoppage is still in effect and the Employer determines that some or all recalled Bargaining Unit Members are no longer required to respond to the Emergency, the Employer will release those unrequired Bargaining Unit Members in an orderly manner as soon as reasonably possible.
- 9.6 In the event of a dispute between the Employer and the Union as to the number of requested staff required to respond to the Emergency the Designated Essential Service Workers will perform the work in question immediately and without delay. If such a dispute arises the dispute will be addressed in accordance with Article 11 of this Agreement.

ARTICLE 10 – CHANGES IN CIRCUMSTANCES AND AMENDMENTS TO THIS AGREEMENT

- 10.1 Either Party may, by written notice, propose amendments to this Agreement, including an increase or reduction in the number of Bargaining Unit Members required to maintain Essential Services.
- 10.2 If the Parties are unable to agree on an amendment proposed under Article 10.1, either Party may apply to the Umpire or Commissioner to mediate or determine the issue of the proposed amendment.
- 10.3 Despite Articles 10.1 and 10.2, Part B of this agreement may contain more specific provisions to increase or reduce the number of Designated Essential Services Workers needed to maintain Essential Services.

ARTICLE 11 – DISPUTE RESOLUTION AND UMPIRES

- 11.1 The Parties agree to make every reasonable effort to resolve Essential Services Agreement disputes through negotiations between a Union designate and an Employer designate before referring the matter to an Umpire. The Parties agree this includes timely disclosure of all information relevant to the dispute.
- 11.2 In an effort to resolve a dispute, the Parties may choose to make use of identified worksite contacts during informal resolution of disputes and during the referral to an Umpire. The Parties will exchange lists of worksite contacts 24 hours prior to a Strike or Lockout.

- 11.3 Where the Parties are unable to resolve an Essential Services dispute through negotiations, either Party may refer the dispute to an Umpire for resolution with written notice to the other Party.
- 11.4 When either Party refers a dispute to the Umpire, they may also choose to make an application to the Umpire for an immediate interim order to have the terms of this Agreement enforced until such a time that the Umpire resolves the matter.
- 11.5 Unless otherwise agreed to by the Parties, when a dispute is referred to an Umpire, it will be heard within twenty-four (24) hours of the referral. A decision will be rendered as quickly as possible, but in any event no longer than forty-eight (48) hours from the date of referral.
- 11.6 The Parties agree to **Mia Norrie** as the Umpire for the purpose of this Agreement. The Parties further agree to appoint **Adam Letourneau** as an alternate Umpire for the purpose of this agreement, should that be necessary.
- 11.7 If the Umpire from 11.6 is unable to hear an application and resolve the dispute in the aforementioned time period, the Parties may apply to the Commissioner to appoint an Umpire.
- 11.8 If the dispute is not resolved by the Umpire to the satisfaction of either the Employer or the Union, the Parties may, together or separately, apply to the Commissioner for a review of the decision within ten (10) calendar days pursuant to section 95.7 of the Code.

ARTICLE 12 – COMMUNICATION

- 12.1 The Parties agree to develop a joint communication for the purpose of informing all employees of their obligations during a strike or lockout, including but not limited to:
- (a) Reporting for assigned shifts;
 - (b) Reporting to work on time and within the prescribed time limits when placed on-call;
 - (c) Completion of Essential Services duties;
 - (d) Protocol for calling in sick;
 - (e) Protocol for leaves of absence;
 - (f) Protocol for reporting to work when responding to emergencies, unanticipated or foreseeable changes to the Essential Services;

- (g) Protocol for discussing the strike or lockout while on site;

ARTICLE 13 – TERM OF THE ESSENTIAL SERVICES AGREEMENT

- 13.1 This Agreement shall be in effect until the Parties have ratified a new collective agreement, or a new collective agreement is arrived at by some other means in accordance with the Code.

ARTICLE 14 – NOTICE

- 14.1 Where notice is required or permitted to be given under the Agreement, it may be delivered personally, by registered mail, email, signed receipt courier or facsimile.

- 14.2 Notice to the Employer shall be provided to:

Carrie Froehler
Vice-President, People and Culture
Portage College
Box 417
9531 94 Avenue
Lac la Biche, AB
T0A 2C0

- 14.3 Notice to the Union shall be provided to:

President
Alberta Union of Provincial Employees
10025 182 ST
Edmonton, AB T5S 0P7
Facsimile: 780-930-3397

PART B - ESSENTIAL SERVICES

1 – ESSENTIAL SERVICES

1.1 The following services shall be deemed “Essential Services” for the purposes of this Agreement.

1.0 Building Maintenance

Classification	Essential Services Hours					Notes
	# of Employees	Length of Hours per Shift	# Days per Week	Shift Start/Stop	Total Weekly Hours	
Building Operator	1	3.0	7	08:15 to 12:15	21	
Building Operator	1	21.0	7	08:15 to 12:15	147	Standby. Paid for 2.5 hours.

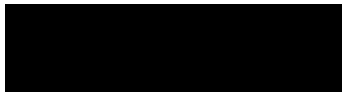
This Agreement has been executed by the Employer and Union by their respective duly authorized representatives.

Portage College

The Alberta Union of Provincial Employees

Per:

Per:

Signature

Signature

Carrie Froehler

Sandra Azocar

Print Name

Print Name

Vice President People and Culture

President

Title

Title

December 3, 2025

January 13, 2026

Date Signed

Date Signed