

ESSENTIAL SERVICES AGREEMENT

Between

The Board of Governors of Mount Royal University

And

The Mount Royal Staff Association

The Parties, hereafter referred to as "The Board" and "MRSA", in accordance with the *Public Service Employee Relations Act* ("PSERA") as it relates to non-academic staff, sections 1(m) and 2, acknowledge the requirement of an Essential Services Agreement so as to ensure the continued provisions of essential services in the event of a work stoppage. It is also recognized by the Parties that the *Labour Relations Code* requires certain employers and the bargaining agent representing employees of that employer to have a filed Essential Services Agreement before taking strike or lockout action. This agreement ensures that sufficient employees in the bargaining unit will continue to work during a strike or lockout to provide essential services. Such employees are referred to as "designated essential service workers".

For the purposes of this Agreement, "Essential Services" will be defined by s. 95.1 of the *Labour Relations Code*. Essential Services are those services:

- (a) the interruption of which would endanger the life, personal safety or health of the public, or
- (b) That are necessary to the maintenance and administration of the rule of law or public security.

It is hereby agreed that:

1. Both Parties have bargained and entered into this Essential Service Agreement in good faith and the parties have jointly submitted this agreement for filing with the Commissioner.
2. This Essential Service Agreement once concluded and approved by the Commissioner is binding on both Parties, and all of their representatives, and all employees.

ESSENTIAL SERVICES TO BE MAINTAINED

3. The Parties agree that the designated essential services positions required to work and perform the essential work functions during a work stoppage are identified in Appendix A.
4. Employees working during a work stoppage will perform only essential work functions of their position. The Board will not request nor require these employees to perform any work functions that are not essential, except as may be required in an emergency situation or circumstances.

ACCEPTED	
<i>A. J. A.</i>	<i>June 24, 2019</i>
Commissioner	Date
EA No. <u>ESA 3 - 2019</u>	

CLASSIFICATIONS OF DESIGNATED ESSENTIAL SERVICE WORKERS

5. Upon written notification of a work stoppage, the Board will provide the MRSA with a list of employees deemed to be designated essential service workers who are qualified to perform the duties of the positions identified in Appendix A.
6. The MRSA will notify the designated essential service workers and advise them that they are required to attend work as a result of being deemed an essential service worker.

ASSIGNMENT OF ESSENTIAL SERVICES DUTIES

7. The Board will be responsible for creating a schedule for the essential service positions having regard to the terms of the expired collective agreement, past practices and operational requirements to maintain essential services during the work stoppage.
8. The MRSA will provide the Board with a two-week schedule indicating which employees have been designated essential service workers.
9. Any designated essential service worker who work fewer than 3 consecutive hours will be paid wages equal to 3 hours of work as per the minimum under the *Employment Standards Regulation*.
10. The MRSA will ensure that designated essential services worker(s) report for work or their shift as per the negotiated staffing levels. If a designated essential services worker is ill or otherwise legitimately unable to report to work for their shift during a work stoppage, the designated essential services worker will notify the MRSA so that arrangements can be made for alternate employee(s) to be assigned to undertake the work or shift in question.
11. The Parties will communicate to MRSA staff in advance of the work stoppage to ensure that the designated essential services workers understand their obligations in relation to scheduling including but not limited to:
 - Reporting for work on time;
 - Completing all essential work functions when on duty;
 - Completing the entirety of their shift;
 - Following proper protocol for calling in when ill; and
 - Accepting calls from the MRSA or their Manager when on standby and required to report to work as a result of an unanticipated increase in essential service demands or an emergency situation and reporting for work as requested.
12. Designated essential services workers assigned to work in a specific classification must be qualified, certified/licenced, competent, and fit to perform all of the required essential work function.
13. Where there is a limited ability to determine the potential volume or frequency of a specific essential work function that will need to be performed, designated essential services workers will be identified

as being on "standby" for unanticipated increases in essential service demands. Where a need is identified, a "standby" designated essential services worker must be available to report to the workplace after being contacted by the MRSA and/or their Manager, in accordance with the process and timeframes negotiated between the parties.

14. In the event of a dispute between the Board and the MRSA the issue will be addressed by the Umpire as per Article 22 of this Agreement.

RESPONDING TO EMERGENCIES

15. An emergency is defined as a sudden, unexpected, or impending situation requiring immediate attention and remedial action, which, if unattended, may result in injury, loss of life, damage to the property, or catastrophic interference with the normal activities. Where an emergency situation arises, that cannot be responded to safely and effectively by the limited number of designated essential services workers available, the designated Board representative will immediately contact the MRSA to advise of the number of employees and the classifications of employees that are needed to appropriately respond to the emergency situation. At no time will employees refuse or delay in responding to an emergency staffing request from the designated contact person.
16. The initial notification to the MRSA will be verbal and will also include information as to the nature of the emergency, the additional functions, if any, that the additional employees will be required to perform that are not part of the essential work functions agreement, any other measures that the Board has also put into place to address the emergency, and the anticipated duration of the emergency for which the additional employees will be required.
17. The MRSA will contact the employees who are needed to respond to an emergency. These employees will endeavour to report to work within 45 minutes of being contacted to perform emergency duties.
18. Where work stoppage is still in effect and the Board determines that some or all of the employees who were called in to respond to an emergency are no longer required, the Board will release those unrequired employees as soon as reasonably possible.
19. In the event of a dispute between the Board and the MRSA as to whether an emergency situation exists, the employees will perform the work in question until the issue can be addressed by an Umpire.

TERMS OF EMPLOYMENT OF DESIGNATED ESSENTIAL WORKER

20. Wages, benefits, Association dues, levies and all other applicable remuneration for work performed pursuant to the Essential Services Agreement will be in accordance with the last collective agreement. The parties specifically agree that, notwithstanding the other provisions in the last collective agreement, in cases where Essential Services are scheduled to be performed from a remote location, the employee shall be paid a minimum of three hours regular pay for the scheduled services. The employee shall be paid at the applicable collective agreement rate for performing additional services on a "standby basis" or "call out" basis as may be applicable.

RESOLUTION OF DISPUTES

21. The Parties agree to the following Umpire for the resolution of disputes in a timely manner concerning the interpretation or application of this Agreement.

Umpire Name	Umpire Contact Information
Mark Asbell	(780) 906-2234 mark@asbellresolutions.com

22. When a dispute arises as to 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 of the dispute will be provided to the Umpire and the other party in writing. 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.

23. All costs for the Umpire will be paid in equal parts by the Board and the MRSA.

Signed this 10 day of June, 2019.

This Agreement has been executed by The Board and MRSA by their respective duly authorized representatives.

For the Board of Governors of Mount Royal University

For the Mount Royal Staff Association



Mark Friesen
Manager, Labour Relations



Baset Zarrug
President, MRSA

APPENDIX A

The Board and the MRSA have developed the following list of functions and position classification as being essential in the event of a legal strike or lockout of employees who would be members of the MRSA.

The Board and MRSA reserve the right to table further additional classifications / functions as may be identified, subject to the legislation.

Any employee designated as an essential service worker will only be required and requested to perform the essential services as set out below.

Security Services

DESW	Job Title	Qualifications
1 per shift	Security Supervisor	Government of Alberta SSIA License
Essential Service Work Functions:		
<ul style="list-style-type: none"> • Provide supervision to Security Representatives; • Dispatch Security team; • Coordinate Security team's response to critical incidents and accidents on MRU's campus; • Activate MRU's Emergency Response Plan during major incidents and accidents; • Determine if outside assistance is required from EMS, Calgary Police or Calgary Fire Department; • Perform all the duties required of a Security Representative as listed below. 		

DESW	Job Title	Qualifications
2 per shift. There may be up to 2 shifts per day.	Security Representatives	Government of Alberta SSIA License
Essential Service Work Functions:		
<ul style="list-style-type: none"> • Monitor, assess, record and respond appropriately to all alarms in the Intrusion Alarm system, Fire panel, and building automation system priority alerts as necessary; • Operate Security Dispatch; • Recognize, investigate and respond to all incidents, accidents, unusual occurrences, suspicious persons, safety concerns and maintenance issues on MRU campus; • Evacuate buildings during alarms; • Act as first responder to incidents and accidents on MRU's campus; • Provide first-aid as necessary including the use of AED and Naloxone; • Assist EMS, Calgary Police or Calgary Fire Department as required; • Arrest and turn over individuals to Calgary Police as necessary; • Identify and report security risks. • The Parties agree that security for any picket lines is outside the scope of regular bargaining unit work. The Board will arrange for a third parties to provide picket line security as it deems necessary for the protection of people and property. 		

Facilities Management

DESW	Job Title	Qualifications
1 per shift; 2 eight hour shifts per day	4 th Class Operator	Journeyman Plumber Certificate, Journeyman Gas Fitter Certificate, 4 th class Engineer or Building Operator A, 5 th class Power Engineer
Essential Service Work Functions:		
<ul style="list-style-type: none"> • Maintain and repair all plumbing components of MRU's hydronic systems. This includes plumbing repair and maintenance to heating, cooling, glycol, humidification and steam equipment; • Oversee proper operation in central heating, cooling and power plants; • Once or twice daily inspection of all heating, cooling and power plants on MRU's campus (depending on equipment); • Chemical testing in all heating, cooling and power plants as required; • Routine maintenance and repairs of all heating, cooling and power plants; • Respond to emergencies. 		

DESW	Job Title	Qualifications
1	Building Automation Technician	Journeyman Cert in related field
Essential Service Work Functions to be performed remotely on a limited schedule of 1 hour a day, Monday through Friday, reviewing logs and all levels of alerts as well as responding to priority automated alerts on an "standby" basis during business hours only:		
<ul style="list-style-type: none"> • MRU's building automation systems include lighting systems, all HVAC systems that monitor water flow rates, air flow rates and air temperature, boilers, chillers, pumps; • Monitoring, sequencing, trending and scheduling of building automation systems; • Maintaining building automation equipment and systems, includes repairs to electronics and pneumatic equipment; • Troubleshoot issues related to the building automation systems; • Respond to priority alerts within the building automation systems as needed; • Identify emergencies; • Mobilize those needed to respond to emergencies; • Respond to emergencies; • Determine if any emergency shutdowns are necessary. 		

Information Technology Services

DESW	Job Title	Qualifications
1	Network Analyst	Two-year diploma
Essential Service Work Functions to be performed on an "standby" basis:		
<ul style="list-style-type: none"> • Maintain and support MRU's network infrastructure and operations; • Problem solve and troubleshoot the complex framework of MRU's network; • Assist with management of MRU's network security; • Oversee network connection of building automation and building management systems; • Oversee network connection of security management systems. • Note: Implications of network failure without active monitoring and immediate response include, but are not limited to, building management functions shut-down (HVAC, electrical system, water flow, ability to monitor remotely) and security system going offline which are vital with skeleton security staffing. 		

DESW	Job Title	Qualifications
1	Information Security Analyst	Three or four year Bachelor Degree
Essential Service Work Functions:		
<ul style="list-style-type: none"> • Maintain and manage security of MRU network; • Maintain security of systems running on MRU network; • Secure MRU data and data assets; • Assist with end-point troubleshooting; • Hardware/software maintenance for ePO rogue system sensors; • Administer Windows Defender ePO and perform ongoing server maintenance • Actively monitor for security threats; • Responsible for evaluating security threats for risk and severity; • Determine if emergency shutdown is necessary. 		

IN THE MATTER OF THE SETTLEMENT OF AN ESSENTIAL SERVICES AGREEMENT BY AN UMPIRE
PURSUANT TO SECTION 95.42(1) OF THE LABOUR RELATIONS CODE

Between:

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

("MRU")

Employer

and

THE MOUNT ROYAL STAFF ASSOCIATION

("MRSA")

Bargaining Agent

WHEREAS the Parties have agreed to use an umpire, Mark L. Asbell, Q.C. (the "Umpire"), to mediate and, if necessary, to settle an Essential Services Agreement between the parties, pursuant to section 95.42(1) of the Labour Relations Code;

AND WHEREAS the Parties have bargained the terms of an Essential Services Agreement to be submitted for filing to the Essential Services Commissioner ("Commissioner");

AND WHEREAS the Parties require the Umpire to settle an issue concerning the Essential Services Agreement, to specify duties which are not essential services and which are not properly included within the Essential Services Agreement;

AND WHEREAS the Parties have agreed to the Umpire issuing this Consent Order settling that issue, to be filed with the Essential Services Commissioner along with the Essential Services Agreement agreed by the parties;

AND WHEREAS the Parties agree that the order below reflects the agreement of the parties as to duties which should not be performed in the event of a strike or lockout;

IT IS HEREBY ORDERED THAT:

1. The following services shall not be considered essential services, and shall not be performed by Security Services personnel in the event of a strike or lockout:

- (a) General monitoring of closed circuit or other security cameras;
- (b) General patrolling of the campus grounds;
- (c) Unlocking of doors or entrances;
- (d) Issuing security or campus identification tags, Permits, or personal identifiers;
- (e) Participation or support of any campus safewalk programs;
- (f) Providing security at campus events, including sporting events;
- (g) Providing parking patrol, enforcement, or support services.

[Redacted Signature]

Mark L. Asbell, Q.C.
Umpire

CONSENTED TO:

[Redacted Signature] Board of Governors of Mount Royal University

Mark Friesen

May 6, 2019

[Redacted Signature]

The Mount Royal Staff Association