

ESSENTIAL SERVICES AGREEMENT

between

Bloom Limited Partnership

Jasper Place Continuing Care Centre, South Terrace Continuing Care Centre, & Miller
Crossing Continuing Care Centre

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)

on behalf of Local 047, Chapter 003/004 and 048



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 Union shall ensure that it and its members provide unrestricted access and egress for those persons covered by this ESA, first responders, ambulance drivers, vehicles delivering blood, oxygen and food, and any other person or delivery required for the continued operation of the Care Home and services covered by this ESA.

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 047 Chapter 003/004 and 048 as defined by certificate number C-2341-2025. Hospitality Services employees who currently form part of this bargaining unit (i.e., Dietary Aides, Laundry Aides, Housekeeping Aides, Cooks, Assistant Cooks) are not included in this Agreement;
- (c) **“Capable and Qualified Person”** refers to management 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 agreements between the Parties that expired on March 31, 2022;
- (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”** (DESWs) 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"** Bloom Limited Partnership; o/a Jasper Place Continuing Care Centre, South Terrace Continuing Care Centre, & Miller Crossing Continuing Care Centre
- (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) **"Strike"** has the same meaning as defined in and permitted by the Code;
- (p) **"Umpire"** means the persons identified in Article 11 of this Agreement and if that person is unavailable, a person appointed by the Commissioner;
- (q) **"Union"** means the Alberta Union of Provincial Employees;
- (r) **"Union Designate"** means a person designated by the Union to act in that capacity;
- (s) **"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 over a seven-day period (see Appendix 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) Current status of employees (e.g. actively working, on Leave of Absence, or employees with restrictions);
 - (d) Employee contact information if known to the Employer;
 - (e) A list of all Capable and Qualified Persons.
- 3.3 The parties agree to exchange information related to who has authority to negotiate the staffing plans and who has final signing authority.

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) Location and Shift Pattern/Bi-weekly Rotation;
 - (c) Classification;
 - (d) Most recent contact information; and

- (e) 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 acuity level changes at the site that would change the required level of Essential Services;
 - (c) Process for assigning Capable and Qualified Persons;
 - (d) Process for replacing Capable and Qualified Persons-
- 4.3 The Employer will schedule Designated Essential Services Workers to perform Essential Services duties during a Strike or Lockout, and 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 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 worksite contacts for each site for scheduling purposes and visa-versa.
- 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. A Designated Essential Services Worker may not leave their shift unless they have secured the express approval of the Employer.
- 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. 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. In the event such workspace is required by the Employer for purposes considered essential, the Union will vacate the workspace for a mutually agreed period of time, after which the Union will reoccupy the workspace.

- 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. The Union representative shall not engage in walkabouts at the residence.
- 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 it's 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. The following articles in the Collective Agreement shall not apply:
- Hours Of Work - Article 13 with exception of articles 13.02 and 13.06
 - 14.04 Overtime
 - Article 19 Call Back
- 5.2 Benefit coverage will be maintained for all eligible employees as per Article 23 of the Collective Agreement.
- a) The Employer is responsible for the Employer portion of the Employer premiums prorated to the hours worked by each DESW during a strike or lockout. The Union will reimburse the Employer for the Employer portion of benefit premiums cost, prorated to account for any hours not worked by the employee while on strike or lockout.

- b) In circumstances where an employee is not deemed a DESW and will not work any hours during a strike or lockout, the Union will confirm their position on the maintenance of benefits for impacted employees in advance of a strike or lockout.

5.3 All overtime will be paid out on the subsequent pay period, no banking of hours during a strike or lockout will be permissible.

ARTICLE 6 –CAPABLE and QUALIFIED PERSONS

- 6.1 The Employer shall utilize the services of its Managers, 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 If a dispute arises as to the utilization and scheduling of a capable and qualified person, the Employer will schedule 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.
- 6.3 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.
- 6.4 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 the number of all volunteers per site including their current list of duties, and where they usually perform their volunteer duties. The scope of practice for volunteers shall not be expanded. Upon identifying themselves to the union at the picket line, volunteers will be afforded unimpeded and unfettered access to the care centre.

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) 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 The Union will ensure that Bargaining Unit Members will be available in the event of any Emergency or disaster situation and will provide additional Designated Essential Services Workers as soon as possible.
- 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.
- 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 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.

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, signed receipt courier or facsimile.

- 14.2 Notice to the Employer shall be provided to:

Manager, Labour Relations
AgeCare
19655 Walden Blvd SE
Calgary, AB T2X 0N7

- 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

Non-Essential Services Tasks- AXR Bloom (Jasper Place, Miller Crossing, and South Terrace)

Unit Clerk:

- Maintains, document and report appropriate levels of stationery and assigned forms.
- General reception for visitors, residents, and staff on the unit.
- As required, thin, discharge resident charts, make nametags, room tags, memos, resident and dept lists, records of admission, discharges, deaths, and transfers.
- Attend relevant in services.
- Provide general admin support to nurse management.

Maintenance Assistant:

- Schedule job activities so that they can be accomplished within an eight- hour day.
- Schedule sufficient time to participate in all Q.A. activities.
- Exterior maintenance.
- Attend mandatory in-services/ training.
- Assisting in routine maintenance of parking areas and driveways.

Recreation Therapy Aide:

- Not required for 7 days of strike; re-evaluate thereafter.

Occupation Therapy Aide:

- Group exercises
- Accessing equipment on site and transferring to rooms.

LPN: -None identified

HCA:

- Making unoccupied and occupied beds.
- Basic nail care.
- Assist with range of motion exercises.
- Grooming and shaving.