

Appendix "A"

Attachment to the "Joint Submission of Essential Services Agreement For Filing"

An Essential Services Agreement

between

The Governors of the University of Alberta

and

The Association of the Academic Staff of the University of Alberta

December 2021

ACCEPTED	
Commissioner	<u>01/12/2022</u> Date
EA No.	<u>ESA00031 - 2022</u>

Essential Services Agreement

between

**The Governors of the University of Alberta
(hereinafter the "Board")**

and

**The Association of Academic Staff University of Alberta
(hereinafter "the Union")**

BACKGROUND:

- A. The Parties have certain responsibilities as it relates to entering into an "Essential Services Agreement" in accordance with the *Labour Relations Code*; and
- B. The Parties have negotiated in good faith and have made every reasonable effort to enter into this Agreement; and
- C. The Parties confirm that this Agreement contains provisions as minimally required in accordance with section 95.41(1) of the *Code*; and
- D. The Parties confirm that this Agreement ensures that Essential Services are maintained during any Work Stoppage; and
- E. The provision of Essential Services required by this Agreement shall not substantially interfere with meaningful collective bargaining;

NOW THEREFORE, the Parties agree as follows:

PART A - GENERAL PROVISIONS

ARTICLE 1- STRUCTURE OF THIS AGREEMENT

1.1 This Agreement consists of three (3) parts, being:

(a) Part A, which contains specific provisions:

- (I) that set out the method by which Designated Essential Service Workers will be assigned to perform the Essential Services identified in (b)(I);
- (II) that set out the procedures to be followed in responding to emergencies and foreseeable changes to the Essential Services that need to be maintained during a Work Stoppage;
- (III) describing changes or permitted changes, if any, to the terms and conditions of employment that are to apply to Designated Essential Services Workers under sections 130(2) and 147(4) of the Code; and
- (IV) that identify one (or more) umpire(s) to provide timely resolution of disputes between the Parties under this Agreement in accordance with section 95.7 of the Code.

(b) Part B, which contains specific provisions:

- (I) that identify the Essential Services to be maintained by Bargaining Unit Members during a Work Stoppage; and
- (II) that set out the classifications, the positions and the number of Bargaining Unit Members within each position required to perform those Essential Services identified in (b)(I) during a Work Stoppage.

(c) Part C, which contains specific provisions addressing deemed essential research.

ARTICLE 2- DEFINITIONS AND INTERPRETATION

2.1 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 of the University who are members of the Union;
- (c) "AVP HRHSE" means the Associate Vice President (Human Resources, Health, Safety and Environment) or person(s) designated by the Employer to act in that capacity;
- (d) "Collective Agreement" means the collective agreement between the Parties that was in effect from July 1, 2018 to June 30, 2020 and continues to apply in accordance with section 130 of the Code;
- (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 this Agreement during those times that the Bargaining Unit Member is required to perform essential services under this Agreement;
- (h) "Emergency" means a present or imminent event that, in the opinion of the Employer requires prompt action, coordination of action, and/or special regulation of persons or property to:
 - (I) Protect the safety and health of the public, which includes the University community;
or
 - (II) Limit significant damage to property.
- (i) "Essential Services" are those services required to be performed by Bargaining Unit Members in the event of a Work Stoppage,
 - (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; or

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- (III) deemed essential by agreement of the Parties.
 - (j) "Lockout" has the same meaning as defined in and permitted by the Code;
 - (k) "Parties" means the Employer and the Union;
 - (l) "Strike" has the same meaning as defined in and permitted by the Code;
 - (m) "Umpire" means the persons identified in Article 7 of this Agreement and if those persons are unavailable, a person appointed by the Commissioner;
 - (n) "Union" means the Association of Academic Staff of the University of Alberta;
 - (o) "Union Designate" means a person designated by the Union to act in that capacity;
 - (p) "University" or "Employer" means the Governors of the University of Alberta; and
 - (q) "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 do define and limit 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.

ARTICLE 3 - SCHEDULING AND ASSIGNMENT OF ESSENTIAL SERVICES WORK

- 3.1 During a Work Stoppage, all Designated Essential Service Workers shall continue to attend at work (as if there was no Work Stoppage) and continue to perform the usual duties of their position, including those duties defined by Essential Services in accordance with Schedule 1 and those that are not so defined.
- 3.2 With respect to attendance at work of Designated Essential Service Workers, the provisions of the Collective Agreement continue to apply, including those regarding Medical Leave, Leaves, and Discipline.
- 3.3 If a Designated Essential Service Worker will be (or is) absent from work, the Employer will identify, following consultation with the Union, an alternate Designated Essential Services Worker, if a suitable alternate exists, who shall be contacted as soon as possible.
- 3.4 If the absence of a Designated Essential Services Worker is anticipated to be, or becomes, protracted, i.e. 3 working days or longer, Article 6 shall apply.

ARTICLE 4 - TERMS AND CONDITIONS OF EMPLOYMENT

- 4.1 During a Work Stoppage, the Collective Agreement shall continue to apply to Designated Essential Service Workers, except as modified by this Agreement.
- 4.2 During a Work Stoppage, the Employer shall not alter the rates of pay, a term or condition of employment or a right or privilege, contained in the Collective Agreement, of any Designated Essential Services Worker represented by the Union. For clarity, continued participation in the supplemental benefits plans, Academic Supplemental Retirement Plan (ASRP), and Universities Academic Pension Plan (UAPP) shall continue, as applicable, for all Designated Essential Service Workers during a Work Stoppage.
- 4.3 With respect to Designated Essential Service Workers, Union dues during a Work Stoppage shall continue to be remitted by the Employer at the current rate unless such rate is revised by the Union in writing to the AVP HRHSE. Any revision and its effective timing is subject to compatibility with the Employer's payroll system and payroll deadlines.

ARTICLE 5 - EMERGENCY RESPONSE

- 5.1 Where an Emergency arises that cannot be responded to safely and effectively by Designated Essential Services Workers, positions in addition to those listed in Part B may be deemed to provide Essential Services. In such case, the AVP HRHSE 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.
- 5.2 The Employer will promptly contact those Bargaining Unit Members who are needed to respond to the Emergency. These Bargaining Unit Members will endeavor to report to work as soon as possible after being contacted to perform Emergency duties and shall provide the person who contacted them with an estimated time of arrival.
- 5.3 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.
- 5.4 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.
- 5.5 In the event of a dispute between the Employer and the Union as to whether an Emergency exists, the Bargaining Unit Members will perform the work in question until the issue can be addressed by an Umpire. Bargaining Unit Members shall not refuse to report for work and the Union shall not direct them to not report for work during an Emergency. Bargaining Unit Members who refuse to report to work in accordance with this Article 5 will be subject to discipline pursuant to the Collective Agreement.
- 5.6 The terms and conditions of employment for Bargaining Unit Members during an Emergency will be the same as a Designated Essential Services Worker as stipulated in this Agreement, and any reference to Designated Essential Services Worker in Article 4 shall also include Bargaining Unit Members to the extent that they have been called in to work during an Emergency.

ARTICLE 6 - AMENDMENTS TO THIS AGREEMENT

- 6.1 The Parties recognize amendments to this Agreement may be required before or during the course of the Work Stoppage. Either Party may, by written notice as soon as possible, propose amendments to this Agreement, including an increase or reduction in the number of Bargaining Unit Members required to maintain Essential Services.
- 6.2 Where agreement has been reached on the revised staffing level under Article 6.1, the Parties will update the schedule in Part B of this Agreement to reflect this change. Pending agreement, and subject to section 95.43(3) of the Code, the existing Part B shall remain in effect.
- 6.3 Where agreement cannot be reached, Article 7 shall apply.
- 6.4 Any amendments agreed to by the Parties shall be filed with the Commissioner in accordance with section 95.44 of the Code.

ARTICLE 7 - RESOLUTION OF DISPUTES

- 7.1 The Parties will make every reasonable effort to resolve disputes related to this Agreement through negotiations between a Union Designate and the AVP HRHSE. Should the Parties be unable to reach agreement, either Party may refer the matter to the Umpire.
- 7.2 The Parties agree to the following individual(s) 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.

Allen Ponak
Ponak Arbitration Services
801 University Drive
Saskatoon SK S7N 0J5
Tel: (403) 803-4661
Email: allenponak@gmail.com

Or

Mark Asbell, Q.C.
Arbitrator, Mediator, and Adjudicator
Asbell Dispute Resolutions Inc.

P.O. Box 92551
Sherwood Park, Alberta, T8A 3X4
(780) 906-2234

- 7.3 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(s) is (are) unavailable, the Parties will refer the issue to the Commissioner for the appointment of a replacement Umpire.
- 7.4 Either party may apply to the Commissioner for a review of an umpire's award within 10 days of the umpire making the award, on the grounds that it is unreasonable.
- 7.5 All costs for the Umpire will be paid for in equal parts by the Employer and the Union.

ARTICLE 8 - PICKET LINES

- 8.1 Subject to Article 3.1, nothing herein precludes the lawful participation of Bargaining Unit Members on lawful picket lines, if any, provided they are not required to be at work.

ARTICLE 9 - MAINTENANCE OF EMPLOYER OPERATIONS

- 9.1 The Employer, who has elected to use the services of designated essential services workers to perform essential services, shall only use the services of the following to perform essential services during a strike or lockout:
- a) Designated Essential Services Workers under this Agreement and/or
 - b) capable and qualified persons who are neither Bargaining Unit Members nor replacement workers.

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:

- (a) The ratification of a new collective agreement between the Parties; or
- (b) In accordance with the Code.

ARTICLE 11 - NOTICE

11.1 Where notice is required or permitted to be given under this Agreement, it shall be delivered personally and by email, per Articles 11.2 and 11.3.

11.2 Notice to the Employer shall be provided to:

Steven Dew, Provost and Vice-President (Academic)
Office of the Provost and Vice-President (Academic)
2-40 South Academic Building (SAB)
steven.dew@ualberta.ca

and

Todd Gilchrist, Vice-President, University Services and Finance
Office of the Vice-President (University Services and Finance)
2-04 South Academic Building (SAB)
todd.gilchrist@ualberta.ca

11.3 Notice to the Union shall be provided to:

Tim Mills, AASUA President
Edmonton, AB
tim.mills@asua.ca

and

Brygeda Renke, Executive Director & General Counsel
brygeda.renke@asua.ca

PART B - ESSENTIAL SERVICES

1.1 The table at Schedule 1 identifies:

- i. Essential Services categories and the applicable essential duties;
- ii. the classifications and the number of positions by classification required to perform Essential Services;
- iii. the identity of the Designated Essential Service Workers (“DESWs”).

1.1.1 Clinical work or services that any Bargaining Unit Member provides, subject to Article 1.2 of this Part B, is work within the scope of the Collective Agreement and, except as provided in the table at Schedule 1, is not deemed to be Essential Services under this Agreement.

1.2 The clinical work or services that any Bargaining Unit Member provides to Alberta Health/Alberta Health Services or any other similar government body or a business via a secondment agreement or as a Supplemental Professional Activity or otherwise is not work within the scope of the Collective Agreement and therefore is not subject to this Agreement. Whether or not the work or services for AHS etc. continues during a Work Stoppage is a matter between the individual and AHS etc.

PART C – DEEMED ESSENTIAL RESEARCH

1.1 The parties confirm that this Agreement may contain provisions that are more than what is required in the Code and therefore agree to the following:

- i. Bargaining Unit Members will be allowed access, without pay, to certain University facilities, upon approval by the Provost and Vice-President (Academic) and the President of the AASUA, or their respective delegates, in order to prevent irreparable damage to ongoing research and/or materials for teaching such as damage to plant and animal life, loss of life, loss of live and/or decomposable materials, damage to equipment or supplies, or loss of non-repeatable research in progress;
- ii. Bargaining Unit Members who have been granted access in 1.1(i) for research must report to the relevant Dean and complete any appropriate forms;
- iii. A short meeting must be scheduled with the Dean or Vice-Dean and necessary resource personnel (for instance, representatives from Health, Safety and Environment; Facilities and Operations; the Dean's Office etc.) to review project protocols and any health or safety issues prior to any lab or research facility access being granted.

<p>IN WITNESS WHEREOF the Parties have executed this Essential Services Agreement by affixing hereto the signatures of their proper Officers in that behalf.</p>	
<p>ON BEHALF OF THE GOVERNORS OF THE UNIVERSITY OF ALBERTA</p>	<p>ON BEHALF OF THE ASSOCIATION OF ACADEMIC STAFF OF THE UNIVERSITY OF ALBERTA</p>
<p>_____ STEVEN DEW, PROVOST AND VICE PRESIDENT (ACADEMIC)</p>	<p>_____ TIM MILLS, PRESIDENT AASUA</p>
<p>_____ <i>Acting for</i> TODD GILCHRIST, VICE PRESIDENT, UNIVERSITY SERVICES AND FINANCE</p>	<p>_____ BRYGEDA RENKE, EXECUTIVE DIRECTOR & GENERAL COUNSEL</p>
<p>_____ WITNESS</p>	<p>_____ WITNESS</p>
<p>December 16, 2021 _____ DATE</p>	<p>December 16, 2021 _____ DATE</p>

Schedule 1

Essential Services	Classification (# of Positions)	DESWs
<p>Animal Care - Animals and Aquatic Animals:</p> <p>Essential duties do not include those required for the continued conduct of experiments/research and are limited to those necessary and specific to the proper care and husbandry of the research animals (including livestock, rodents, aquatic species, insects, amphibians, reptiles, etc.) including:</p> <ul style="list-style-type: none"> ● animal welfare checks and the provision of medical support to sick animals ● ensuring the appropriate room temperatures, humidity levels, light cycle maintenance, ventilation, food, water, environmental enrichment ● providing the support and guidance of out of scope staff on cage cleaning within Canadian Council on Animal Care (CCAC) guidelines and regulations pertaining to the proper care and use of animals in research ● ordering of necessary supplies ● inspection and maintenance of mechanical systems ● regarding aquatic animals, the provision of the appropriate water temperature, oxygenation, light cycle, water quality, food and tank cleaning within the CCAC guidelines and regulations pertaining to the proper care and use of fish and amphibian in research ● inspecting and maintaining daily readings and maintenance work of multiple complex instrumentation required for the fish live support system. 	<p>Veterinarian (3)</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
	<p>Health Sciences Laboratory Animal Services (HSLAS) (under the auspices of FOMD) (3), including Alternate Animal Housing Sites</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
	<p>BioScience - under auspices of the Faculty of Science (1)</p>	<p>[REDACTED]</p> <p>[REDACTED]</p>
	<p>Research Stations (3)</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

<p>Medical Isotope and Cyclotron Facility (MICF)</p> <p>The medical isotope (F18/FDG) is supplied to AHS during an outage of the production facilities at the Cross Cancer Institute. The FDG is used daily across the province for patients receiving PET scans. Essential duties shall include:</p> <ul style="list-style-type: none"> • Provision of production, quality assurance/regulatory, and quality control services for the emergency production of F18/FDG at the MICF 	<p>Research Associate (1) FSO (1)</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>Psychologist Services:</p> <ul style="list-style-type: none"> • coordinating the transition of the clinic clients to external resources/help • mostly complex cases of transition where client may be at risk of self-harm or harm to others if services end abruptly; requires psychologist assessment of whether external resource (e.g. new psychologist) is appropriate given the details and complexity of the case • ensuring continuity of care is within the standards of practice under the College of Alberta Psychologists • Once clients are transitioned, the DESW would be deemed removed from Schedule 1 	<p>Clinic Supervisor (2)</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>Radiation and Biological Safety:</p> <p>The University is required to have a Radiation Safety Officer under the various acts and regulations governing nuclear substances, devices and facilities set out by the Canadian Nuclear Safety Commission (CNSC). Duties shall include:</p> <ul style="list-style-type: none"> • administering the University's radiation safety program in accordance with the 	<p>Radiation Safety (1)</p> <p>Biological Safety (1)</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

<p>legislation, various CNSC licenses and its internal Code of Practice</p> <ul style="list-style-type: none"> ● Under these various legislative, licensing and internal requirements acting as the key point of contact with university community members using nuclear substances, devices and facilities and acting as the designated point of contact with the provincial and federal regulator ● administering the Government of Alberta Radiation Emitting and Laser Devices program <p>The University is required to designate a Biological Safety Officer under the various acts and regulations governing regulated biological materials by the Public Health Agency of Canada (PHAC) and the Canadian Food Inspection Agency (CFIA). These requirements are further defined in the Canadian Biosafety Standards and Guidelines. The university is licenced by PHAC for the use of various regulated biological materials and holds various individual permits from the CFIA. Duties shall include:</p> <ul style="list-style-type: none"> ● administering the University's biosafety program in accordance with the legislation, our licence and permit conditions, our Administrative Oversight Plan and other internal guidance documents ● Under these various legislative, licensing, permitting and internal requirements the BSO is the key point of contact with university community members using regulated biological materials and acts as the designated point of contact with the federal regulators. 		
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