



ESSENTIAL SERVICES AGREEMENT

Between

Northern Alberta Institute of Technology (NAIT)

And

The NAIT Academic Staff Association (NASA)

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 to perform essential services at NAIT.

E. All Designated Essential Service Workers required to work under this Agreement shall perform their duties and responsibilities in accordance with applicable legislation, bylaws, regulations and Employer policies, procedures, directives, rules and expectations. It is agreed that the Employer's policies, procedures, directives, rules and expectations will be those that are in effect as of the date of the work stoppage, unless otherwise directed by legislation or regulations.

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 the NAIT Academic Staff Association (NASA), as per the Post Secondary Learning Act;
- (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 expired 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"** means 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 and the Union, requires prompt action, coordination 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 Northern Alberta Institute of Technology (NAIT);
- (k) **"Employer Designate"** means a person designated by the Employer to act in that capacity and will be available to manage the scheduling issues arising from the requirement for essential work to be performed.
- (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) **"On Call"** means the employee must be available and able to report to the Employer's premise within 45 minutes of being contacted. The union will contact the employee as soon as reasonably possible after being advised by the Employer designate the need for an essential worker to report to work.
- (p) **"Strike"** has the same meaning as defined in and permitted by the Code;
- (q) **"Umpire"** means the persons Identified in Article 9 of this Agreement and if that person is unavailable, a person appointed by the Commissioner;
- (r) **"Union"** means the NAIT Academic Staff Association;
- (s) **"Union Designate"** means a person designated by the Union to act in that capacity and will be available to manage the scheduling issues arising from the requirement for essential work to be performed;
- (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;
- (c) This Agreement does not constitute a precedent for future negotiations of Essential Services Agreement between the Parties.

ARTICLE 3 - PROCESS FOR NEGOTIATING ESSENTIAL SERVICES 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 and/or Department, but not limited to:

- (a) Normal hours of operation;
- (b) Schedule rotations;
- (c) Practices regarding when and if staff are normally replaced if absent,
- (d) Current status of employees (e.g. actively working, on Leave of Absence) and any known work restrictions.
- (e) Employee contact information;
- (f) A list of all Capable and Qualified Persons.

ARTICLE 4 - SCHEDULING AND ASSIGNMENT OF ESSENTIAL SERVICES WORK

- 4.1 Within two weeks of receiving a request from the Union, 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 location{s} (if applicable);
 - (c) Position title;
 - (d) Classification;
 - (e) Up to date contact information;
 - (f) To the best of the Employer's knowledge, current status (e.g. active, leave of absence) and any known work restrictions; and
 - (g) A list of all contractors who have been performing work similar to the work of bargaining unit members on site and their work locations.
- 4.2 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. The union shall not schedule employees to work more than fulltime hours (36.25 hours) in one week, with the week being defined as Sunday morning (12:00 am or 0000 hrs) to the following Saturday midnight (12:00 pm or 2400 hrs).
- 4.3 The schedule will be provided to the Employer Designate at least 72 hours in advance of the start of the two-week period.
- 4.4 The Union will ensure Designated Essential Services Workers are available to work and will report for any of their scheduled shifts as per the negotiated staffing levels in Part B of the Agreement.
- 4.5 Unless otherwise indicated in Part B of the Agreement, a Designated Essential Services Worker will be required to work a shift in its entirety so as to ensure the effective delivery of the Essential Services duties. Exceptions may include, but are not limited to, a sudden onset of illness, personal or family emergency, or the completion of essential services to the Employer's satisfaction. The Union Designate shall ensure the DESW shift is filled should the originally scheduled DESW be unable to report to work or has to leave work, due to the circumstances outlined above.

- 4.6 For work that is less than the typical workday, breaks and rest periods will be mutually agreed to by the Union and Employer, based on the duration of the shift assigned, prior to the start of the Essential Work.

ARTICLE 5 – PERMITTED CHANGES TO TERMS AND CONDITIONS OF EMPLOYMENT AND REMUNERATION

- 5.1 Unless otherwise provided for in this Agreement, the terms and conditions of employment contained in the Collective Agreement apply to Designated Essential Services Workers performing Essential Services.
- 5.2 The terms and conditions of employment contained in the Collective Agreement apply to any Bargaining Unit Members who are recalled as Designated Essential Service Workers and required to work under Article 7.
- 5.3 For clarity, Bargaining Unit Members who work as Designated Essential Services Workers, or who are recalled under Article 7, will be paid based on their classifications and rates of pay in effect at the commencement of a strike or lockout. Designated essential service workers who are called in to work as outlined in Part B of this Agreement, as well as to respond to emergencies as per Article 7, shall be paid for a minimum of two hours.
- 5.4 During a work stoppage, Designated Essential Services Workers will submit manual timesheets indicating the number of hours worked. They will only be paid for hours worked.
- 5.5 Extra hours are only to be worked in emergent, unexpected circumstances and must be approved by the Employer designate. Any extra hours worked by a DESW shall be taken back by the DESW during the week in which the hours were worked. Approval to work additional hours due to operational demands will not be unreasonably denied.
- 5.6 Based on the hours worked by Designated Essential Services Workers, entitlements such as vacation and stat pay will be paid out at a rate of 18.5% of the regular hourly wage earnings.
- 5.7 Union dues will be remitted on total gross earnings for all hours worked by essential services workers.
- 5.8 Service and seniority will not accrue for all bargaining unit members during a work stoppage.
- 5.9 The following leaves of absences for Designated Essential Services Workers under this Agreement shall be administered as follows:
- i. Any pre-approved leaves before the start of the Work Stoppage shall continue as originally approved in accordance with the Collective Agreement and shall be without pay.
 - ii. Any pre-approved vacation commenced before the start of the Work Stoppage will be considered paid vacation days and any portion of vacation occurring during the Work Stoppage shall be without pay. Otherwise, any

vacation requests by designated essential services workers during the work stoppage must be approved by the Employer designate.

- iii. Any request from a DESW to cancel a pre-approved leave or pre-approved vacation days at the commencement of or during the Work Stoppage shall not be unreasonably denied by the Employer.
- iv. Any unanticipated leave (e.g. illness, bereavement and special leave) will only be paid to a DESW for the portion of their shift in which they are working where they are approved to leave the workplace

- 5.10 Essential services workers will not be compensated for on call or reporting pay during the work stoppage unless the Employer designate has indicated that they must be on call during specific periods of time.
- 5.11 DESWs who are required to be on call as per Part B of this Agreement shall be paid \$5.00 per hour for each hour they are assigned to be on call.
- 5.12 All bargaining unit 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) During the Work Stoppage, the Union agrees to reimburse the Employer for the premiums of the benefit plans.

The Union agrees to pay within sixty (60) days of receiving the invoice from the Employer

ARTICLE 6 - SCHEDULING OF CAPABLE AND QUALIFIED PERSONS

- 6.1 The Employer shall utilize the services of its management and excluded personnel, who are capable and qualified, to the fullest extent possible with the focus being on the delivery of Bargaining Unit Essential Services work functions. The Parties agree that Capable and Qualified Person who are performing Essential Services may also need to perform critical, time sensitive managerial functions.
- 6.2 The Employer shall be responsible for assigning Capable and Qualified persons to fill positions for specific shifts. The Employer shall inform the Union of the number of Capable and Qualified persons assigned to any particular shift. These Capable and Qualified persons shall be counted towards the number of positions in each classification in accordance with the staffing plans.
- 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, one (1) hour prior to the commencement of the shift and the Union will assign a Designated Essential Services Worker to fill the shift or cover the on-call period
- 6.5 If a dispute arises as to the utilization and scheduling of a Capable and Qualified Person, the Employer will schedule a Designated Essential Services Worker 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 Article 9 of this agreement

ARTICLE 7 – RESPONDING TO EMERGENCIES

- 7.1 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.
- 7.2 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. Within 48 hours of the request, the Employer will provide the Union with written documentation to support the request.
- 7.3 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.
- 7.4 Where a Strike or Lockout is still in effect and the Employer determines that some or all recalled Bargaining Unit Member are no longer required to respond to the Emergency, the Employer will release those unrequired Bargaining Unit Member in an orderly manner as soon as reasonably possible.
- 7.5 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 Umpire can address the issue in accordance with Article 9 of this agreement.

ARTICLE 8 – CHANGES IN CIRCUMSTANCES AND AMENDMENTS TO THIS AGREEMENT

- 8.1 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.
- 8.2 If the Parties are unable to agree on an amendment proposed under Article 9.1, either Party apply to the Umpire or Commissioner to mediate or settle the proposed amendment.
- 8.3 Despite Articles 8.1 and 8.2, 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 9 – DISPUTE RESOLUTION AND UMPIRES

- 9.1 The Parties agree to make every reasonable effort to resolve Essential Services disputes through negotiations between a Union Designate and an Employer Designate before referring the matter to an Umpire.
- 9.2 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 representatives 24 hours prior to a Strike or Lockout.
- 9.3 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.
- 9.4 When either Party refers a dispute to an 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.
- 9.5 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 no event longer than forty-eight (48) hours from the date of referral.
- 9.6 The Parties agree to Michael Hughes as the Umpire and Deborah Howes as the alternate Umpire for the purpose of this Agreement.
- 9.7 If the Umpire or alternate Umpire are not able to hear an application and resolve the dispute in the aforementioned time period, the Parties may mutually agree to an alternate Umpire or may apply to the Commissioner to appoint an Umpire.
- 9.8 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.
- 9.9 All costs for the Umpire will be paid for in equal parts by the Employer and the Union.

ARTICLE 10 - COMMUNICATION

- 10.1 The Parties agree to develop a joint communication and a timeline for communication, for the purpose of informing DESW of their obligations during a strike or lockout, including but not limited to:
 - (a) Reporting for assigned shifts
 - (b) Reporting to work on time
 - (c) Completion of the DESW essential duties as agreed to in Part B in this Agreement
 - (d) Confirming regular reporting protocols for work related issues/incidents
 - (e) Protocol for calling in sick

- (f) Protocol for leaves of absence
- (g) Protocol for reporting to work when responding to Emergencies, unanticipated and/or foreseeable changes to the Essential Services
- (h) Protocol for discussing the strike or lockout while on site

ARTICLE 11 - TERM OF THE ESSENTIAL SERVICES AGREEMENT

- 11.1 This Agreement shall be in effect until the Parties have ratified a new Collective Agreement.

ARTICLE 12 - NOTICE

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

- 12.2 Notice to the Employer shall be provided to:

Director, Employee & Labour Relations
Human Resources
Northern Alberta Institute of Technology
jodie@nait.ca and ccaldwell@nait.ca

- 12.3 Notice to the Union shall be provided to:

President
NAIT Academic Staff Association
E230, 11762 106 St NW
Edmonton, AB, Canada T5G 2R1
president@nasafaculty.ca

ARTICLE 13 - GENERAL

- 13.1 In the event that any provision or part of any provision of this Agreement is deemed to be void, invalid or unenforceable by a court of competent jurisdiction or the Commissioner as applicable, the remaining provisions or parts shall be and remain in full force and effect.

PART B – SCHEDULE

List of Essential Services – Designated Essential Service Workers COUNSELLORS

Counsellors to be available to receive students seeking personal support or mental health care

- 6 slots / day, as coordinated by our front office
- Includes walk-in or urgent clients & associated record-keeping
- On-call services must be available for Patricia and Souch campuses
- Upholding the standards of care and ethics of one's respective professional college (nursing, social work, or psychology)
- Making referrals to allied helpers within NAIT or the community, as indicated by student wish or need
- Providing letters or other documentation to students as needed to support their care / access to education or other health services
- Communicating effectively, proactively, & healthily, where oversight or consultation is the responsible choice
- CARE Committee (students of concern/at risk) – counsellor representation

All of the above essential services would be delivered by DESWs, in person, unless the student requests to meet with the Counsellor virtually.

Typical staff complement is comprised of 1 clinical lead, 5 FT counsellors, and 0.8 FTE casual.

Day Of Week	Schedule	Modality	# of staff
Sunday	No coverage required		
Monday	8am-4pm: 4 counsellors 8am-4pm: 1 counsellor on call 8am-10am: 1 Clinical Lead; on call 10am-4pm as required	Drop-In or appointment based (in-person, virtual or phone) – <i>counsellors will need to be on-site</i>	5 + 1 on call
Tuesday	8am-4pm: 4 counsellors 8am-4pm: 1 counsellor on call 8am-10am: 1 Clinical Lead; on call 10am-4pm as required		5 + 1 on call
Wednesday	8am-4pm: 4 counsellors 8am-4pm: 1 counsellor on call 8am-10am: 1 Clinical Lead; on call 10am-4pm as required		5 + 1 on call
Thursday	8am-4pm: 4 counsellors 8am-4pm: 1 counsellor on call 8am-10am: 1 Clinical Lead; on call 10am-4pm as required		5 + 1 on call

Friday	8am-4pm: 4 counsellors 8am-4pm: 1 counsellor on call 8am-10am: 1 Clinical Lead; on call 10am-4pm as required		5 + 1 on call
Saturday	No coverage required		

Note: Clinical Lead can also serve as Counsellor and take shifts. When this occurs no additional on call coverage for the Clinical Lead is required. The clinical lead is the individual who has been hired in the lead role; if that employee is unavailable, the Employer designate will identify individual(s) who can cover the Clinical Lead role in an acting capacity.



On behalf of the Employer
Northern Alberta Institute of Technology

November 5, 2025

Date



On Behalf of the Union
NAIT Academic Staff Association

November 5, 2025

Date