

ESSENTIAL SERVICES AGREEMENT made this April 29, 2025

between

**ALBERTA HEALTH SERVICES
ACUTE CARE ALBERTA
PRIMARY CARE ALBERTA
RECOVERY ALBERTA**
(hereinafter referred to as the "Employer")

and

THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the "Union")

PART I: MASTER AGREEMENT



1. PREAMBLE AND PURPOSE

- 1.01 The parties, in accordance with the Alberta *Labour Relations Code* (the "Code"), acknowledge the requirement of an Essential Services Agreement ("ESA") to ensure the continued provision of essential services in the event of a strike or lockout.
- 1.02 The Employer acknowledges the right of employees in the bargaining unit to withhold their labour and strike in accordance with the ESA and applicable law.
- 1.03 The Union acknowledges the right of the Employer to lockout employees in the bargaining unit in accordance with the ESA and applicable law.
- 1.04 In recognition of this, the parties agree as follows:

2. PARTIES

- 2.01 The parties to this Agreement are Alberta Health Services, Acute Care Alberta, Primary Care Alberta, Recovery Alberta and any other Provincial Agencies established under the *Health Statutes Amendment Act, 2024* ("the Employer") and the Health Sciences Association of Alberta ("the Union").

3. TERM OF THE ESSENTIAL SERVICES AGREEMENT

- 3.01 This ESA shall be in effect until the parties have ratified a new collective agreement.

4. DEFINITIONS

- 4.01 "Essential Services" are those services:
 - (a) where 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.

4.02 "Designated Essential Services Worker" (DESW) means a member of the bargaining unit who is required to perform Essential Services under this Agreement.

4.03 "Non-Union Exempt Employee" (NUEE) means an individual identified in Section 1(I)(i) of the Code: "a person who in the opinion of the Board performs managerial functions or is employed in a confidential capacity in matters relating to labour relations" who may be available to perform some essential services under this Agreement.

5. STRIKE OR LOCKOUT NOTICES

5.01 The parties agree that notice of the date, time and initial location(s) to commence a strike or lockout under Section 78 of the Code shall be at least seventy-two (72) hours.

5.02 Following the commencement of a strike or lockout, any changes must be served in writing on the other party with at least seventy-two (72) hours' notice of the date, time and impacted location(s).

6. UMPIRES

6.01 The parties agree to select James Casey as the lead umpire. The role of the lead umpire is to:

- (a) assist the parties in concluding the ESA;
- (b) settle the terms of the ESA in the event the parties cannot agree;
- (c) rule on interpretation disputes of the master agreement ESA; and
- (d) be available during a strike or lockout for a timely resolution of master agreement ESA disputes.

The foregoing does not limit the utilization of the lead umpire to act as a deputy umpire as outlined in 6.02.

6.02 The parties agree to create a roster of deputy umpires (see Appendix A). The role of the deputy umpire is to:

- (a) assist the parties in reaching agreement on essential services staffing plans;
- (b) rule on any application and implementation disputes of the ESA; and
- (c) be available during a strike or lockout for a timely resolution of disputes.

By mutual agreement, a deputy umpire may act as the lead umpire when the lead umpire is unavailable to hear disputes outlined in 6.01.

Either party may appeal to the lead umpire for a review of the deputy umpire's ruling within ten (10) calendar days of the deputy umpire making the award, on grounds that it is unreasonable.

7. PROCESS FOR NEGOTIATING STAFFING PLANS

- 7.01 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).
- 7.02 The parties agree to exchange information related to who has authority to negotiate the staffing plans and who has final signing authority.

8. PROCESS FOR ASSIGNING DESIGNATED ESSENTIAL SERVICES WORKERS AND NON-UNION EXEMPT EMPLOYEES

- 8.01 The parties shall meet upon receipt of notice of a strike or lockout and thereafter, as often as necessary. Such meetings will occur at a local level for the purposes including and not limited to the following:
- (a) sharing of information to help coordinate the assignment of capable and qualified employees required to perform the essential services;
 - (b) notification by the Employer to the Union on the number of capable and qualified non-union exempt employees who are available to fill a position for a specific shift;
 - (c) confirmation by the Union to the Employer of which employees are DESWs and for which shifts they are assigned to work;
 - (d) notification by the Employer to the Union of any acuity level changes at the site and/or department that would change the required level of essential general support services;
 - (e) Determining whether any changes are required, such as whether the number of positions in each classification required to perform the essential services should be increased or decreased.
- 8.02 The Employer shall utilize the services of its NUEEs, provided they are qualified, to the fullest extent possible. Where an issue arises with respect to the Employer's use of NUEEs they will provide detailed information to the Union upon request.
- 8.03 The Employer shall be responsible for assigning NUEEs to fill positions for specific shifts. The Employer shall inform the Union of the number of NUEEs assigned to any particular shift. These NUEEs shall be counted towards the number of positions in each classification in accordance with the staffing plans. For example, if the parties agree that three positions in a specific classification are essential for a specific shift, and there are two capable, qualified and available NUEEs, the Union shall be responsible for assigning one DESW.
- 8.04 Where the Employer has previously advised the Union that a NUEE is assigned to a particular shift, and that NUEE is unable to report for their assigned shift, the Employer will make every reasonable effort to fill the shift with an alternate NUEE. If no alternate NUEE is available, the Employer shall inform the Union and the Union will assign a DESW to fill the shift.

- 8.05 The Union shall be responsible for assigning capable and qualified DESWs and ensuring that those employees report for all shift requirements in accordance with the staffing plans. This includes having adequate capable and qualified employees available to report to duty if required. The Union shall only assign an employee to work a specific shift who normally works in the unit/area, department and program and has been oriented to the unit/area.
- 8.06 If an employee is unable to report for their shift during a strike or lockout, the Union will have a designated process for the employee to follow in order to notify the Union so that arrangements can be made for an alternative employee to be assigned to work the shift in question. The Union will inform the Employer of any such changes.
- 8.07 Both parties acknowledge the benefits of having workspace in near proximity to the impacted site(s) that will help facilitate ongoing communication between site leadership and union representatives who are responsible for assigning DESWs. In the event of a strike or lockout, the Employer shall attempt to provide the Union with an exclusive-use, furnished workspace with a telephone line at each impacted Employer site for the duration of the dispute. In the event that such workspace is not available, the parties will procure an alternative mutually agreed upon space in proximity to the site, and the cost shall be shared 50/50.
- 8.08 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 staffing / scheduling responsibilities under this ESA.
- 8.09 During a strike or lockout, a Union representative shall only access the workspace for the purposes of assigning designated essential services workers and other responsibilities as outlined in the ESA. The site may require that the Union representative be accompanied by an Employer official at all times.

9 TERMS & CONDITIONS OF EMPLOYEES

- 9.01 Upon the commencement of a strike or lockout, the terms and conditions of the Collective Agreement:
- (a) shall continue to apply to Employees at all sites not on strike or lockout;
 - (b) shall not apply to Employees on strike or lockout; however, benefits coverage will be maintained for all eligible Employees as per Article 25 of the Collective Agreement and the Union agrees to reimburse the Employer for the associated costs in accordance with Appendix C.
 - (c) shall continue to apply to DESWs performing essential services except as amended as follows:
- 9.02 The following articles in the Collective Agreement shall not apply:
- (a) Article 10 (Hours of Work)
 - (b) Article 12 (Overtime)
 - (c) Article 13 (On-call Duty)

9.03 The following on-call provisions apply to DESWs:

- (a) (i) The words "on-call duty" shall be deemed to mean any period during which a DESW is assigned an on-call shift in a staffing plan as identified in Appendix B of this Agreement.
- (ii) The Employer shall pay \$4.50 per hour to a DESW who is assigned on-call duty.
- (iii) If a DESW is called back to duty from on-call duty, they shall be paid for all hours worked at the basic rate of pay or, if applicable, the overtime rate set out in 9.04.
- (iv) Where a DESW has previously worked during the calendar day and is called back to duty from on call duty they shall be reimbursed for a round trip between their place of work and their home at the Government of Alberta rates per kilometer.

9.04 DESWs are eligible for overtime at two times (2X) their basic rate pay for:

- (a) (i) any time worked in excess of seven and three-quarter (7 3/4) hours during any one (1) day; or
- (ii) any time worked in excess of the daily hours for Employees who are scheduled to work a modified hours work day or alternate hours of work as contained in Local Conditions, including Local Conditions applicable to Emergency Medical Services; or
- (iii) any time worked in excess of an average of seventy-seven point five (77.5) hours in a fourteen (14) day period.
- (b) The Union will make all reasonable efforts to ensure that overtime is avoided when assigning and filling shifts. Except in cases of an emergency, the Union must consult the Employer prior to filling an essential shift which will result in overtime costs.
- (c) All overtime will be paid out on the subsequent pay period, no banking of hours during a strike or lockout will be permissible.

9.05 DESWs shall be provided with an unpaid meal break for not less than one-half (1/2) hour for shifts worked greater than five (5) hours. If a DESW is recalled to duty during a meal break, compensating time shall be provided later in the shift or paid to the Employee at two times (2X) their basic rate of pay.

9.05 DESWs shall be permitted one (1) paid rest period of fifteen (15) minutes during each full period of three point eight seven five (3.875) hours worked, the time of which shall be scheduled by the Employer. If an Employee is unable to take their paid rest period, or is recalled from their paid rest period, compensating time shall be provided later in their shift or paid to the Employee at an additional one times (1X) their Basic Rate of Pay.

10. PROHIBITION ON REPLACEMENT WORKERS

10.01 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 DESW;
- (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 or replacement workers to perform work normally performed by an employee in the bargaining unit that is on strike or lockout.

11. RESPONDING TO EMERGENCIES, UNANTICIPATED OR FORESEEABLE CHANGES

11.01 Where a situation arises that cannot be responded to safely by the number of DESWs available as per Appendix B, the Employer will immediately contact the Union to advise of the number of additional DESWs that are required to appropriately respond to the situation.

11.02 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 DESWs arrive as soon as reasonably possible and within any time limits as prescribed on the staffing plan. Within 24 hours of the request, the Employer will provide the Union with a written documentation to support the request.

11.03 In the event of a dispute between the Employer and the Union as to the number of requested staff required to respond to the situation, the DESW(s) will perform the work in question immediately and without delay. If such a dispute arises the dispute will be addressed in accordance with Section 12 of this Agreement.

11.04 Following the end of the situation, the total number of DESW will return to the agreed upon essential services staffing numbers as indicated in the essential services staffing plan in Appendix B.

12. RESOLVING DISPUTES

12.01 In the event a dispute arises during the application or implementation of the ESA during a strike or lockout, the dispute will be referred to the umpire identified in Section 6 of this Agreement for resolution.

12.02 Such disputes shall be initiated, in writing, by either or both parties, to the umpire. The umpire shall hear the dispute within twenty-four (24) hours of the referral. The umpire will render his or her decision as quickly as possible, but in no event longer than forty-eight (48) hours after hearing the dispute unless the parties agree otherwise.

12.03 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.

13. INFORMATION SHARING

13.01 The Employer shall provide the Union relevant information including, but not limited to:

- (a) staffing for each Unit / Area, Department, and Site (e.g. normal hours of operation, schedule rotations, whether staff are normally replaced during absences);
- (b) process for assigning NUEEs;
- (c) process for replacing NUEEs;
- (d) list of all Employees including their contact information on file, classification, site(s) and status (actively working, LOA, restrictions);
- (e) list of all NUEEs, including their work location and whether they are capable and/or qualified to perform the work of an Employee on strike or lockout;
- (f) number of volunteers by site and a list of their usual responsibilities and schedules (if available)
- (g) name(s) and contact information of the Employer representative(s) for each site responsible for:
 - (i) assigning capable and qualified NUEEs;
 - (ii) reviewing, discussing, and resolving staffing related issues with the Union counterpart;
 - (iii) communicating with the Union counterpart to resolve picketing issues;
 - (iv) discussing and resolving issues with the Union counterpart that are unrelated to staffing or picketing.

The information in (a) shall be provided in advance of any local staffing plan discussions, (b) shall be provided upon request, (c) – (g) shall be provided upon request, but no sooner than the appointment of a mediator and no later than the commencement of the cooling-off period.

13.02 The Union shall provide the Employer all relevant information regarding, including, but not limited to:

- (a) process for assigning DESWs;
- (b) process for replacing DESWs;
- (c) names and contact information of the Union representatives who will require access to the Essential Services IT Application;

(d) names and contact information of the Union representative(s) for each site responsible for:

- (i) assigning and contacting DESWs;
- (ii) reviewing, discussing, and resolving staffing related issues with the Employer counterpart;
- (iii) managing the picket line and communicating with the Employer counterpart to resolve picketing issues;
- (iv) discussing and resolving issues with the Employer counterpart that are unrelated to staffing or picketing.

The information in (a) and (b) shall be provided upon request, (c) and (d) shall be provided upon request, but no sooner than the appointment of a mediator and no later than the commencement of the cooling-off period.

14. COMMUNICATION

14.01 The parties shall make all reasonable efforts to ensure the public is aware of the impact on services as a result of the strike or lockout.

14.02 The parties agree to develop a joint communication for the purpose of informing employees in the bargaining unit of their obligations during a strike or lockout, including but not limited to:

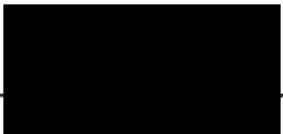
- (a) reporting for assigned shifts;
- (b) reporting to work on time and within the prescribed time limits when placed on-call;
- (c) completion of essential services when on duty;
- (d) protocol for calling in sick;
- (e) protocol for leaves of absence;
- (f) protocol for reporting to work when responding to emergencies, unanticipated or foreseeable changes to the essential services;
- (g) protocol for handling work place grievances;
- (h) protocol for discussing the strike or lockout while on site;

15. AMENDING THE ESSENTIAL SERVICES AGREEMENT

15.01 Any terms, including the terms of the staffing plans (i.e. Appendix B), may be amended by agreement of the parties. In the event the parties do not agree on an amendment, the dispute shall be resolved as per Section 12 of this Agreement.

This Essential Services Agreement has been executed by the Employer and the Union by their respective duty authorized representatives.

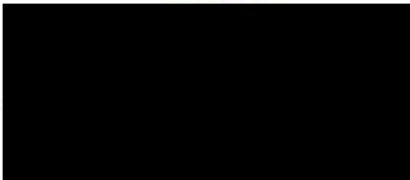
ON BEHALF OF THE EMPLOYER



April 30, 2025

DATE

ON BEHALF OF THE UNION



2025/04/30

DATE