

ESSENTIAL SERVICES AGREEMENT (ESA) made this 14th day of March, 2025,

between

ALBERTA PRECISION LABORATORIES
(hereinafter referred to as the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 8
on behalf of the Driver bargaining unit
(hereinafter referred to as the "Union")

PART I: MASTER AGREEMENT

ACCEPTED	
	<u>April 25, 2025</u>
Commissioner	Date
EA No. <u>ESA 00059-2025</u>	

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 ESA are Alberta Precision Laboratories ("the Employer") and the Canadian Union of Public Employees, Local 8 ("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) 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(1)(l)(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 Rick Wilson 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 select Mia Norrie as deputy umpire. 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, in the event the lead umpire is unavailable.

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

7. PROCESS FOR NEGOTIATING STAFFING PLANS

- 7.01 The parties agree to develop staffing plans that set out the total number of Drivers 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 DESWS AND NUEES

- 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) confirmation by the Union to the Employer of which employees are designated essential services workers and for which shifts they are assigned to work;
 - (c) notification by the Employer to the Union on the number of capable and qualified NUEEs who are available to fill a position for a specific shift;
 - (d) notification by the Employer to the Union of any circumstances that change the required level of essential services;
 - (e) determining whether any changes are required, such as whether the number of Drivers required to perform the essential services should be increased or decreased.

- 8.02 The Employer shall utilize the services of its NUEE personnel directly supervising Calgary and South logistics operations as set out in 8.01(c), provided they are available and qualified. The assessment of qualifications to include meeting those regularly required in the hiring of bargaining unit members. Further, the Employer and the Union shall cooperate in ensuring NUEE personnel are provided a similar orientation/familiarization to the routes to which they may be assigned during a job action as is typically provided to bargaining unit members prior to their assignment to a route.

Where an issue arises with respect to the Employer's use of NUEEs including as to their qualifications and/or availability, the Employer will provide detailed information subject to privacy concerns 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 Drivers in accordance with the staffing plans. For example, if the Parties agree that three (3) Drivers are essential for a specific shift, and there are two (2) capable, qualified and available NUEEs, the Union shall be responsible for assigning one (1) Driver.

- 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 within the parameters of 8.02. 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 a specific shift and route to which the employee has been regularly assigned.
- 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, subject to 8.02. The Union will inform the Employer of any such changes.
- 8.07 Both Parties acknowledge the benefits of ongoing communication between site leadership and union representatives who are responsible for assigning DESWs. In the event of a strike or lockout the Parties shall ensure accurate contact information and updated as required.
- 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.

9. TERMS & CONDITIONS OF EMPLOYEES

- 9.01 All applicable terms and conditions of employment for DESWs, including wages and other remuneration, will be agreed between the Parties and outlined in Appendix C. All matters in dispute may be referred to the Umpire as per Section 13 of this Agreement.

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 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 to perform work normally performed by an employee in the bargaining unit that is on strike or lockout.
- 10.02 The previous business practice of utilizing third party contractors to pick up and deliver test samples requiring emergent transport shall continue during a strike or lockout. Such contractors shall be allowed unimpeded access and egress to and from APL facilities as required.

11. RESPONDING TO EMERGENCIES, UNANTICIPATED OR FORESEEABLE CHANGES

- 11.01 Where an emergency, unanticipated or foreseeable change to the essential services arises that cannot be responded to safely by the number of essential services employees 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 emergency, unanticipated or foreseeable 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 13 of this Agreement.
- 11.04 Following the end of the emergency, unanticipated or foreseeable change to the essential services, the total number of essential services employees will return to the agreed upon essential services staffing numbers as indicated in the essential services staffing plan in Appendix B.

12. RESPONDING TO STATES OF EMERGENCY

- 12.01 Where a “state of emergency” is declared under the *Emergency Management Act*, or a “state of public health emergency” is declared under the *Public Health Act*, the parties will immediately suspend the strike or lockout and all employees will return to work as scheduled.
- 12.02 Following the end of the state of emergency, the parties agree to meet within twenty-four (24) hours to discuss the terms of continuance of the strike or lockout. Failing agreement, the parties may refer the matter to the Umpire as per Section 13 of this Agreement.

13. RESOLVING DISPUTES

- 13.01 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.

13.02 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 thirty-six (36) hours after hearing the dispute unless the parties agree otherwise.

13.03 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.

14. INFORMATION SHARING

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

- (a) staffing for each Site and routes (e.g. normal hours of operation, schedule rotations, whether staff are normally replaced during absences) in advance of local staffing discussions;
- (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 as per 8.02, including their work location and whether they are capable and/or qualified to perform the work of an Employee on strike or lockout;
- (f) names and contact information of the Employer Representatives at 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 and/or picketing

The information in (b) - (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. The information in (e) and (f) shall be provided within 48 hours of the commencement of the 72 hours notice of strike or lockout.

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

- (a) process for assigning DESWs upon request;

- (b) process for replacing DESWs upon request;
- (c) names and contact information of the Union representatives who will require access to the Essential Services IT Application prior to the commencement of staffing plan negotiations;
- (d) names and contact information of the Union representative(s) for each site responsible for:
 - i. assigning and contacting designated essential services workers;
 - 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;
 - v. discussing and resolving issues with the Employer counterpart that are unrelated to staffing or picketing.

upon request, but no sooner than the appointment of a mediator and no later than the commencement of the cooling-off period.

15. COMMUNICATION

- 15.01 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.
- 15.02 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;

16. AMENDING THE ESSENTIAL SERVICES AGREEMENT

- 16.01 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 13 of this Agreement.

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

ON BEHALF OF ALBERTA PRECISION
LABORATORIES



Tammy Hofer, Chief Executive Officer

DATE: 2025 Mar 13

ON BEHALF OF CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 8



Kelly Spence, President

DATE: 2025 Mar 14