



November 21, 2024

From: Joint Communication from the University of Alberta and the Association of Academic Staff of the University of Alberta

To: Researchers

RE: RESEARCH AT RISK OF IRREPARABLE DAMAGE THAT WILL BE PERMITTED ON UNIVERSITY PROPERTY DURING A LEGAL STRIKE OR LOCK-OUT – TIME SENSITIVE ACTION REQUIRED

Dear research community colleagues,

Both the University of Alberta and the Association of Academic Staff of the University of Alberta (AASUA) (the “parties”) are making their best efforts to avoid a work stoppage (that is, a legal strike or lock-out) in the ongoing negotiation of a Collective Agreement renewal. Out of an abundance of caution and in preparation for such an event should it occur, the parties have agreed to a process in order to mitigate the potential loss of **Research at Risk of Irreparable Damage** during a work stoppage.

This communication is to invite requests from all Researchers who believe their research will be at risk of incurring irreparable damage in the event of a work stoppage to be placed on a “**Research at Risk of Irreparable Damage**” list as approved by both parties **prior** to the commencement of such an action.

In the event of a work stoppage (also known as a “job action”) at the University of Alberta involving AASUA, only those Researchers who have engaged in this process and have been approved to be on the “**Research at Risk of Irreparable Damage**” list will be permitted to access campus and utilize university resources in order to preserve and protect such research. **Researchers will only be permitted to engage in those activities approved through this process as necessary to prevent irreparable damage.** In addition, they will be responsible for providing supervision to workers and students involved in the listed research. Researchers will not be paid to engage in this supervision and access.

The parties have defined **Research At Risk of Irreparable Damage** as ongoing research and/or materials for teaching where the following will occur in the event of a work stoppage:

“catastrophic damage to plant and animal life, catastrophic loss of decomposable and/or live materials, catastrophic damage to equipment or supplies, or irreversible and irreparable loss of non-repeatable research in progress”

This is a time sensitive process. All requests must be received in accordance with the process explained below, or they will not be considered by the parties, and therefore will not be approved to continue during a work stoppage. Your attention to this matter is important.

Who does this process not apply to?

This process is **NOT** about Designated Essential Services Workers (DESWs), as those individuals have already been identified by the parties for inclusion in the Essential Services Agreement (ESA). If you have been identified as a DESW, you will be advised in a separate communication in the event of an anticipated work stoppage.

As part of the legal requirements under Alberta's *Labour Relations Code*, before being allowed to engage in a legal strike or lockout, the parties must file an essential services agreement ("ESA") with the Alberta Labour Board's Essential Services Commissioner (s.73(a.1) and s.74(a.1) of the *Code*) and the Commissioner must have accepted the ESA.

Designated Essential Services Workers "DESWs" must continue to work during a strike or lock-out because they have been identified as individuals that are required in order to provide services that, if interrupted, would endanger the life, personal safety, or health of the public. (DESWs will also include those that provide services that are necessary to the maintenance and administration of the rule of law or public safety).

Neither is this process about any clinical responsibilities that you might have to another institution or third-party to the university, including, but not limited to, Alberta Health/Alberta Health Services (AHS), Covenant Health, Recovery Alberta, Alberta Precision Laboratories, Capital Care Group, Carewest or any other similar government body or other business ("Third Party"). Clinical responsibilities owed to a Third Party and set out in a clinical agreement or clinical legal relationship or otherwise (whether the Governors of the University of Alberta is a party to the clinical agreement or not) is not work within the scope of the Collective Agreement and therefore is not subject to the ESA. **Clinical responsibilities owed to a Third Party as part of your appointment at the University of Alberta are exempted from job action.** Whether or not the work or services for the Third Party continues during a strike commenced by AASUA or a lock-out by the University of Alberta is solely a matter between you and the Third Party.

As part of an ESA, employers and unions can also identify employees that, while they may not formally be recognized as meeting the criteria required to be a DESW, they may have responsibilities which, if interrupted, will cause irreparable damage that is contrary to the public interest. ***We are asking you to self-identify if you believe your research may fall within the definition as defined above of Research at Risk of Irreparable Damage.***

When is the deadline to apply for consideration to be added to the Research at Risk of Irreparable Damage list? 11:59 PM MST on December 19, 2024

If you believe your research falls within the definition (defined above) of **Research at Risk of Irreparable Damage** and you wish to make an application to protect that research, you **MUST** fill out and submit the attached form by 11:59 PM MST on **December 19, 2024**.

How do you submit your request (completed application form)?

Use this application form link to submit your request.

When you have completed the form, please ensure you hit the “Submit” button.

What happens after you submit your request:

Major Dates

December 19, 2024 - Deadline for Researchers to submit their requests. **(Requests will be considered ONLY IF they are submitted on the form linked above in this communication).**

January 24, 2025 - The University and the AASUA will exchange their decisions on each of the Researcher / Research requests. If a request is approved by both parties, the scope of that approval will be shared with researchers.

January 28, 2025 - The University and AASUA will communicate to the researchers on whether or not their research has been approved.

Late January 2025 - The parties will file the Essential Services Agreement (ESA) with the Alberta Labour Relations Board for approval. **Only those Researchers that have been approved by both the University and AASUA to continue their research in the event of a strike or lockout will be placed on the *Research at Risk of Irreparable Damage* list**, which will be included as part of the ESA.

In the event of a Work Stoppage (Strike or Lockout) - the Researchers identified will be allowed to continue their research on University of Alberta campuses only to the extent that their activities are required to prevent irreparable damage to their research and subject to meeting with the Dean as agreed by the parties below:

“Within 72 hours of commencing a Work Stoppage, a short meeting must be scheduled with the Dean or delegate and necessary resource personnel (for instance, representatives from Health, Safety and Environment; Facilities and Operations; the Dean’s Office etc.) to confirm project protocols and any health or safety issues prior to any lab or research facility access to determine whether the researcher and university

have the appropriate resources to carry out the research. Prior to formal approval being communicated to the member, the Employer will determine if appropriate support and resources are in place and can remain in place for the duration of the Work Stoppage.”

Identified Researchers will not be paid for their work (as permitted) during a work stoppage, and will be acting as volunteers. Workers and students under researcher supervision approved to support the continued research activities, who are not AASUA members, will continue to be compensated, if applicable, under their own respective agreements.

Academic Staff Members identified as “***Researchers with Research at Risk of Irreparable Damage***” will carry out their approved research activities on campus during the strike or lockout on an unpaid, voluntary basis (although they will be covered by WCB and the university’s general liability insurance). At any time that they are not attending to the research as approved by the parties (and documented in the decision to the Researcher), they will not be requested or permitted to perform any other duties for the university. When not attending to their research, they may conduct themselves like any other AASUA members affected by the work stoppage.

Who do you contact for more information?

Should you have any questions, please direct them to the party from which you are seeking a response:

AASUA: Email ESA@aasua.ca
University: Email esaques@ualberta.ca

Thank you and remember the deadline for submitting the request form is December 19, 2024.
Please keep this document for future reference.

Yours sincerely,

AASUA ESA Bargaining Team and U of A ESA Bargaining Team