BLAIR–CHAHLEY–KLASSEN

J. ROBERT W. BLAIR
PHONE 780 – 919 – 3357
bobb@bcklawyers.ca

LEANNE CHAHLEY
PHONE 780 – 964 – 2461
leannec@bcklawyers.ca

CHERIE KLASSEN*
PHONE 780 – 951 – 9153
cheriek@bcklawyers.ca

OFFICE 780 – 951 – 9153
FAX 1 – 877 – 835 – 8920
WEB bcklawyers.ca

**Filed by Email Only**

May 7, 2025

Ms. Tannis Brown
Director of Settlement
Alberta Labour Relations Board
604, 10155 – 102 St. NW
Edmonton, Alberta T5J 4G8

Dear Ms. Brown:

> **Re: An unfair labour practice complaint alleging a violation of section 60(3) as well as sections 148(1)(a)(i) and 148(1)(a)(ii) of the *Labour Relations Code* brought by the Association of the Academic Staff University of Alberta affecting the Governors of the University of Alberta and His Majesty the King in Right of Alberta**

We represent the Association of the Academic Staff University of Alberta ("AASUA" or "Association").

This is a complaint in respect of bargaining related misconduct by the Governors of the University of Alberta (the "Employer") pursuant to s.60(3) of the *Code*. At the same time, the AASUA is alleging that the directives or lack thereof given to the Employer by his Majesty the King in Right of the Province of Alberta (the "Government of Alberta" or "GoA") by way of the Minister Nate Horner through the Ministry of Treasury Board and Finance's Provincial Bargaining & Compensation Office ("PBCO") are contrary to the obligations of the GoA to act in a manner that does not infringe on the

AASUA's members' Constitutional right to access a fair and meaningful process of collective bargaining with the Employer.

As a result, the AASUA alleges that the Employer has also violated sections 148(1)(a)(i) and 148(1)(a)(ii) of the *Labour Relations Code (the "Code")* in that by coming to the table with no authority to conclude any agreement and intentionally wasting the membership's funds at mediation, they have engaged in conduct intended to diminish or ought to have been understood as having the impact of diminishing the Association's reputation in the eyes of the membership. The Association alleges this was a concerted effort to make the AASUA's bargaining team look ineffectual to the membership and we ask the Board to so infer in light of all the facts.

AASUA also seeks an Order that the *Public Sector Employers Act* has no force and effect with respect to the collective bargaining of the parties.

In support of this complaint the Association relies upon sections 12(2)(a), 12(2)(e), 12(2)(f), and 60(1) of the *Code,* and reserves the right to seek to rely on other Board powers and/or provisions of the *Code* that may prove applicable.

The particulars of the complaint are set out below, but given that no successor collective agreement to the collective agreement with a term ending June 30, 2024 (currently bridged under the *Code*) has been achieved, the AASUA reserves the right to add additional particulars should they occur.

The Employer has recently engaged in actions that undermine the principles of good faith bargaining and so obviously aimed at damaging the Association's ability to represent its membership that the Employer must be seen to have intended such outcomes. That is, the Employer has behaved in a manner that not only is destructive to this round of collective bargaining but the antithesis of the respect and cooperation that is required for ongoing harmonious labour relations between the parties.

Further, the GoA's / PBCO's influence on and power over the Employer in this round of bargaining has so fettered the Association's and the Employer's (together, the "parties") ability to negotiate a collective agreement that allows for this academic institution to remain a respected top-tier university that both retains its current academic staff and is a competitive recruiter of academics and experts both nationally and internationally that it effectively acts, in substance if not in letter, as wage restraint legislation. That is, the Association submits that, if a maximum across-the-board (ATB) increase of 3% annually for a 4 year term is a foregone conclusion *across the entire public sector*, and resistance is futile if a union attempts to deviate from this mandated "pattern," no reasonable person, knowledgeable in labour relations, could reasonably view this as free and fair collective bargaining as intended by s.2(d) of the *Charter of Rights and Freedoms (the "Charter")*.

This is especially the case at the University of Alberta where the GoA currently only funds (at an ever diminishing rate) approximately 37% of the total consolidated budget: https://www.ualberta.ca/en/university-services-operations-finance/media-library/documents/uofa-budget-2024-25.pdf. Despite this low level of funding, the Association is forced not only to negotiate with the Employer but with an unseen but very powerful principal that lurks in the shadows behind our negotiating table, even though the Association has no ability to make meaningful representations or present our perspectives to the controlling mind at the table, PBCO and/or the GoA.

The Supreme Court of Canada has endorsed a number of fundamental principles as found within the dissent of Justice Donald of the BC Court of Appeal when Justice Donald's dissenting opinion (*British Columbia v. British Columbia Teachers' Federation* 2015 BCCA 184, 2015 CarswellBC 113, "*BC Teachers*")) was adopted by the majority of the Supreme Court of Canada allowing the Teachers' Federation's appeal of the BCCA decision: *British Columbia Teachers' Federation v. British Columbia* 2016 SCC 49, 2016 CarswellBC 3739). One of those fundamental principles is that the GoA cannot direct public sector employers to act in a manner that undermines the Constitutional rights of public sector employees with impunity: para. 203 of *BC Teachers*.

Yet the behaviour demonstrated at the table by the Employer's negotiating team during an informal mediation held March 25 – 27, 2025 at the Four Points by Sheraton Edmonton Gateway with Mediator Mark Asbell K.C. was such that it can only be described as surface bargaining intended to undermine the Association's members' Constitutional rights, as well as destroy harmonious labour relations between the parties, in breach of s.60(3) and s.148(1) of the *Code*.

***Parties***

**Association of Academic Staff University of Alberta ("AASUA")**

Dr. Gordon Swaters
President
Phone: 778.821.3529
E-mail: gordon.swaters@aasua.ca

Kristine Smitka
Vice-President
Phone : 780.886.2554
E-mail : kristine.smitka@aasua.ca

Brygeda Renke
Executive Director & General Counsel
Phone: 780.908.6709
E-mail: brygeda.renke@aasua.ca

Leanne Rosinski
Associate Director, Labour Relations
Phone: 780.909.0865
Email: leanne.rosinski@aasua.ca

**Governors of the University of Alberta (the "Employer")**

Dr. Verna Yiu
Provost and Vice-President Academic
2-40 South Academic Building
11328 – 89 Avenue NW
Edmonton, AB T6G 2G7
Phone: 780.492.3443
E-mail: verna.yiu@ualberta.ca

Todd Gilchrist
Vice-President, University Services, Operations and Finance
2-04 South Academic Building
11328-89 Avenue NW
Edmonton, AB T6G 2J9
Phone: 780.718.5489
E-mail: todd.gilchrist@ualberta.ca

**Usual Counsel for the Employer**

Geoffrey Hope
Field Law
2500, 10175-101 St. NW
Edmonton, AB T5J 0H3
Ph: 780.423.9585
Fax: 780.428.9329
E-mail: ghope@fieldlaw.com

**His Majesty the King in Right of Alberta and Minister Nate Horner**

Attention: Director of Civil Litigation
Alberta Justice, Legal Services Division
9th Floor, Peace Hills Trust Tower
10011 109 Street NW
Edmonton, Alberta T5J 3S8
Fax: 780-427-1230
Email: jsg.servicehmk@gov.ab.ca

**Attorney General of Canada**

Prairie Regional Office - Edmonton
Department of Justice Canada
10423 101 Street
3rd Floor, Epcor Tower
Edmonton, Alberta T5H 0E7

Fax: 780-495-2964
Email: AGC_PGC_ALBERTA@JUSTICE.GC.CA

## *Particulars*

Detailed particulars of this application follow.

## Background

1. Founded in 1908 and located in Edmonton, Alberta, Canada, the University of Alberta is a Top 4 Canadian university and one of the

Top 100 in the world. It offers over 200 undergraduate program options, and over 500 graduate programs.

2. Currently, approximately 41,000 students attend at five separate campus locations. The University of Alberta is the fifth largest university in Canada. https://www.ualberta.ca/en/index.html

3. Under the *Post-Secondary Learning Act,* SA 2003 c.P19.5 ("*PSLA*"), the University of Alberta is a comprehensive academic and research public university. The Association of the Academic Staff of the University of Alberta is established pursuant to s.85(1) of the *PSLA*. The Governors of the University of Alberta is the Employer of the academic staff at the University as a result of both the *PSLA* and s. 58.3(1)(a) of the *Code.*

4. Pursuant to s.58.3.(1)(c) of the *Code,* the AASUA is a deemed trade union and the bargaining agent for the academic staff of the University of Alberta and has exclusive authority to bargain collectively on their behalf and bind them to a collective agreement.

5. Prior to that provision being enacted, the AASUA was the exclusive bargaining agent for the academic staff of the University by operation of law under the *PSLA* and predecessor legislation.

6. The membership of the AASUA consists of over 4100 members from seven diverse Constituency groups (as of March 2025):
   - Academic Faculty (FAC) – 1926 members
   - Faculty Service Officer (FSOs) – 86 members
   - Librarians (LIB) – 60 members
   - Academic Teaching Staff (ATS) – 950 members
   - Trust/Research Academic Staff (TRAS) – 471 members
   - Administrative and Professional Officer (APOs) – 581 members and
   - Temporary Librarian, Administrative, and Professional Officer (TLAPOs) – 83 members.

     https://aasua.ca/Web/Web/Constituencies/Constituencies.aspx?hkey=e9029186-8081-4b69-8ca4-601029ec418e

7. At the University of Alberta, each Constituency provides highly skilled, professional, and unique expertise, all contributing to the critical functioning of the University. The vast majority of the academic staff at the University have post-graduate degrees (generally doctorates), and/or professional designations. FAC members are scholars, active in teaching, in research and in service to the University. FSOs normally have a post-graduate degree and collaborate with Faculty in teaching and research. Librarians also are required to have a graduate degree in library and/or information studies and run the ten (10) branches and divisions of the University of Alberta Library.

8. Academic Teaching Staff (ATS) members hold teaching-intensive roles at the University and specialize in educational leadership, and curriculum development. ATS members perform the bulk of undergraduate teaching at the University. TRAS members carry out and support high-level and complex research projects in collaboration with Faculty and other researchers. They also may act as research Project Managers. APOs are professionals that provide leadership, strategic advice and direction within the University, and are responsible for planning and operational oversight of the University's resources. TLAPOs may hold administrative duties similar to APOs or librarian duties similar to Librarians, but their appointments are more temporary in nature.

9. Recruitment to these highly specialized positions of highly educated experts is not local to Alberta. To be able to maintain its flourishing and world-class ranked undergraduate, graduate, and post-doctoral programs requires the ability to recruit from a small pool of national and internationally trained experts. Once recruited, the University needs to offer compensation packages that are attractive enough to continue to retain these experts.

10. The University of Alberta governs itself with a bi-cameral (collegial) governance structure, as set out in the *PSLA*. The Governors have authority for board governance and the General Faculties Council (GFC) has authority, subject to the authority of the Governors (s.26(1) of the *PSLA*), for academic governance.

https://www.ualberta.ca/en/governance/what-we-do/governance-system.html

11. All of the academic staff members of AASUA work together with their colleagues in the non-academic staff member union at the University, NASA, to make the University of Alberta not only carry out its mandate efficiently, but exceptionally.

12. The Provincial Bargaining and Compensation Office ("PBCO") "supports the GoA's fiscal, economic and policy priorities as an employer and funder, with respect to public-sector bargaining." https://www.alberta.ca/government-funded-public-sector-bargaining#jumplinks-4 The PBCO issues bargaining directives to public sector employers, including the Governors of the University of Alberta, pursuant to s.3 of the *Public Sector Employers Act* SA 2019, c.P-40.7 ("*PSEA*"). The Employer is obliged to follow those directives:

> 3(1) The Minister may issue directives that an employer **must** follow before, during and after engaging in collective bargaining or a related process.

13. *PSEA's* preamble has changed since it was assented to on December 5, 2019, where we note it has changed from:

*…WHEREAS the Government of Alberta is also **committed to respecting the autonomy of public sector employers** and the importance of the collective bargaining process…*

to, as of December 20, 2024:

*…WHEREAS the Government of Alberta is **committed to achieving a balance between the autonomy of public sector employers** and the Province's accountability for fiscal oversight and the effectiveness and efficiency of public services; and*

*WHEREAS the Government of Alberta respects the importance of the collective bargaining process:…*

14. The change to the preamble gives the reader the insight into the increasing level of unapologetic encroachment of the Government of Alberta into public sector collective bargaining negotiations to the point where public sector unions are no longer negotiating across the table from their direct counter-part Employer, but rather know plainly that such Employer negotiating teams are taking their bargaining marching orders directly from the GoA through PBCO.

15. The GoA no longer even carries on a pretense of allowing for public sector employers, including the Employer, to independently tailor their collective bargaining outcomes to the specific needs and (often what would otherwise be joint) goals of the particular table in light of the sector-specific context or other unique considerations (such as, in our case, maintaining a competitive position for recruitment and retention of highly qualified academic staff nationally and internationally). Plainly put, the Employers' hands are now tied by the GoA.

16. More specifically, the GoA controls all negotiations and outcomes related to monetary matters and the term of the collective agreement pursuant to the *PSEA*.

17. This can be seen from the opening offer tabled by the majority of public sector employers (that tabled monetary at opening): a 4 year term of 2%, 2%, 1.75% and 1.75% Across-the-Board ("ATB") increases.

18. We see this in the employers' opening remarks, as in these parties' case, "the Employer has been issued bargaining directives by the provincial government having the legislative authority of the *Public Sector Employers Act*."

19. It can be seen in the "pattern" of public sector settlements that has largely emerged in 2025 to-date: a 4 year term of 3%, 3%, 3% and 3% ATBs.

20. It can be seen in the "one-trick pony" employers' tactic of stalling and entrenchment at the public sector tables, then once at the point of final brinkmanship, suddenly offering up the 4 x 3% pattern, which

unions, under pressure from this year's significant geopolitical uncertainty and knowing that the game is fixed, have been accepting.

21. Resistance appears to be futile. These are not good faith negotiations as they are intended to be under the *Code*. Moreover, from a Constitutional perspective, the Courts require more of governments than traditional, antagonistic, Wagner-style collective bargaining: *BC Teachers,* in particular *paras*. 336 – 349.

22. Yet Alberta's public sector unions are stuck at the table going through the motions of bargaining with their counter-part "employers" knowing full well that the exercise is a futile one as the outcome is more or less predetermined. Most (excepting the very largest) of these unions have no access to those within PBCO pulling the strings, so unions like the AASUA cannot explain nor defend their rationale for their monetary proposals with any confidence that they will be considered – *or even heard* - by the minds directing the employers' teams at all.

23. If a reasonable person, knowledgeable in labour relations asked "*where is the fair access to free collective bargaining as guaranteed by the s.2(d) of the* Charter *in this false process with its predetermined outcomes*?" The only possible answer is "nowhere to be found."

24. Once, in the early 2000s, the Employer announced proudly that its settlement of compensation for academic staff at the University of Alberta "achieved in a climate of goodwill and respect for our mutual interests" placed "the University of Alberta in the top three in the U10* university comparator group" allowing for the University "to continue to attract and retain world-class faculty."

25. *The U10 is the predecessor to the U15 group of Canadian universities. The U15 is:

> U15 Canada is an association of fifteen leading research universities across Canada. U15 Canada works to optimize research and innovation policies and programs that advance knowledge, develop highly qualified leaders for all sectors, and mobilize knowledge for the benefit of all Canadians. In

this way, U15 Canada helps universities make a prosperous, sustainable and just future for all.

Members of U15 Canada are those Canadian research-intensive universities that came together in 2012 to form an association dedicated to helping advance research and innovation policies and programs for the benefit of all Canadians.

https://u15.ca/about-us/

26. Now, the Employer's website states that its top consideration when setting its compensation offer is "required compliance with provincial directives on compensation" https://www.ualberta.ca/en/bargaining/frequently-asked-questions/index.html while admitting that "the current compensation framework which has seen the average faculty salary fall comparatively to other institutions." https://www.ualberta.ca/en/bargaining/updates/2025/02/u-of-a-bargaining-upate-2025-02-04-uofa-aasua-begin-monetary-items.html

27. The *PSEA* and the GoA's directives to the Employer pursuant to the *PSEA* have cut out any hope of AASUA's monetary negotiations being meaningful, tailored, or table-specific ones.

## The 2024 – 2025 Round of Collective Agreement Bargaining

28. The Collective Agreement between the parties at issue is complex and consists of 8 parts, a Common Agreement and 7 Constituency Schedules in accordance with each of the Constituencies named above.

29. The Employer and the Association are currently bargaining a successor Collective Agreement to the Collective Agreement with the term of July 1, 2020 to June 30, 2024. This Collective Agreement is currently bridged pursuant to s.130(1) of the *Code*.

30. The AASUA gave notice to bargain the successor agreement with the Governors on January 17, 2024, and the parties first met on February 13, 2024 with the exchange of full proposals on March 5, 2025.

31. Like the other public sector tables where the employer chose or agreed to table its opening monetary offer, the Employer's initial monetary proposal was 2%, 2%, 1.75% and 1.75%.

32. The parties engaged in bargaining non-monetary items over the course of 2024 into early January 2025, meeting numerous times and achieving changes to processes and other matters that did not substantively touch on compensation.

33. On January 23, 2025, the AASUA retabled its opening monetary proposals for discussion. In its presentation, the AASUA outlined the rationale for its monetary proposals that was very specific to the post-secondary education sector nationally, and clearly demonstrated that within its comparable cohort, U15 (Ontario & British Columbia) research intensive universities in Canada, the University of Alberta was falling behind its comparators year-over-year - from third to the last of 8 in the group – when average faculty salaries were compared.

34. This has been the case given that, notwithstanding that the GoA has reported strong, and even record surpluses over the past few years, public sector employers have been confined by wage restraints imposed by the GoA for the past decade or so. Not unsurprisingly, the University of Alberta is falling further and further behind its national comparator universities. That said, the AASUA's monetary proposal and accompanying explanation for the same was wholly ignored at the table.

35. While historically, the Employer maintained the shared goal with the AASUA of remaining competitive (at least) nationally with respect to academic compensation levels, the GoA's total removal of the Employer's autonomy has had the effect of rendering them unable to move from the directive issued by PBCO.

36. This inability to exercise any autonomy when it comes to monetary issues at the table has likely led, at least in part, to the bad faith

behavior demonstrated by the Employer's Negotiating Committee during the informal mediation that occurred on March 25 – 27, 2025.

**Informal Mediation**

37. By February 2025, the AASUA's team recognized that public sector tables were starting to end up at the inevitable ATB as directed by PBCO and, as a result, broached the subject of informal mediation to assist the process with the Employer, who agreed.

38. On February 6, 2025, the parties met again and the Employer inched slightly closer to the PBCO pattern ATB but did not yet table it.

39. By February 16, 2025, Mr. Asbell was booked to mediate on March 25 – 27, 2025.

40. On February 27, 2025, the parties met again and the AASUA tabled a revised ATB proposal along with other monetary proposals as set out in the proposal for "Appendix A" of the Collective Agreement, which has historically contained the compensation items for the contract within the Collective Agreement, and is accordingly titled "Appendix A: Economic Agreement."

41. The parties did not meet again after February 27, 2025 and went into informal mediation with the monetary proposals as of February 6, 2026 (the Employer's) and February 27, 2025 (the AASUA's).

**Article 11 Negotiations**

42. As explained above, AASUA's members are highly regarded experts in their chosen field of study. As such, a matter of critical importance to the AASUA members engaged in research relates to the process of patenting their inventions and creations. This is termed "Patentable Intellectual Property" or "PIP" and is a key priority for the component of the Association's members engaged in research.

43. The Employer knows this.

44. The parties started discussing PIP and Article 11 of the Collective Agreement at the table late in the bargaining process, with the Association retabling its Article 11 opening proposal of March 5, 2024 for initial discussions on November 4, 2024, with the Employer replying with its first substantive proposal in relation to PIP only on January 22, 2025.

45. In response to the Employer's January 22, 2025 proposal, the AASUA tabled an amended proposal with respect to PIP on February 27, 2025. This proposal was advanced to informal mediation by the Association for discussion.

46. However, without warning, on the Saturday before mediation, March 22, 2025, the Employer proposed kicking the issue down the road. The Association did not have an opportunity to respond that it did not agree to that idea prior to the mediation commencing.

47. At mediation, the AASUA came prepared to negotiate in good faith and enter into a collective agreement that included the changes to Article 11 that both parties could agree to.

48. However, the Employer's team advised that they did not come to mediation with the required authority or expertise to engage in this area of negotiations that is a key priority for AASUA's members and refused to negotiate further on the issue.

**The Employer's Team's Overarching Behavior during March 25 – 27, 2025**

49. As this Board knows, informal mediation with a mediator experienced in labour relations is an expensive proposition for the parties. It is an even more expensive endeavour when, as is the case at hand, the parties both retain legally trained lead negotiators, the meeting location is off-site and costly, and many people attend on both sides.

50. Section 60(1) of the *Code* requires the parties to negotiate in good faith and *make every reasonable effort to enter into a collective agreement.* Yet, during the 3 days in March and when the Employer's team saw that the Association's team was making good

faith efforts to move towards the public sector pattern ATB (and indeed tabled a monetary proposal based on 4 years of 3% ATB per year), the Employer refused to table a single substantive proposal or exercise anything but intransigence over the entire 3 day period. Presumably this behavior was at PBCO's command, and we ask the Board to so infer.

51. While mediation occurred by shuttle diplomacy, it appeared to the Association's team, and AASUA asks this Board to conclude by inference, that the Employer's team did not have the authority to bargain at all during the 3 day mediation.

52. For all intents and purposes it appeared to the Association's team that the Employer's team either could not reach their principles, or their principals were directing them to unlawfully engage in superficial bargaining – coming to the table expressing the intention to make good faith efforts to reach a collective agreement but nothing more.

53. Not only was the 3 day spent in informal mediation pointless, expensive and incredibly frustrating, it was fruitless. Only after realizing – late on the third and last day of mediation - that the Employer's team had no instructions or authority to respond to the Association's movement and landing on the "pattern" ATB, and no autonomous authority to demonstrate any flexibility whatsoever to "make *every* reasonable effort to enter into a collective agreement" did the Association's team realize the exercise was one of futility and withdrew from the negotiations, reverting back to the bargaining position it held immediately prior to the commencement of the informal mediation, as per the parties' agreement prior to the mediation.

54. If a reasonable person, knowledgeable in labour relations asked "how did the behavior that the Employer's team exhibited during the 3 days of informal mediation (as directed by its principals, namely, by Minister Horner by way of PBCO) meet the standards of the good faith bargaining obligations imposed by the *Charter* on the GoA as explained by the Supreme Court of Canada when it endorsed Justice Donald's directives in *BC Teachers?*" The only possible answer is "it didn't."

55. The AASUA submits that the infringements of s.2(d) of the *Charter* as identified above do not constitute a reasonable limit demonstrably justified in a free and democratic society. They do not advance a sufficiently important objective and/or they are disproportionate with the objectives of the GoA and therefore are not justified under s.1 of the *Charter*.

56. If a reasonable person, knowledgeable in labour relations asked "how did the behavior that the Employer's team exhibited during the 3 days of informal mediation (as directed by its principals, namely, by the Governors of the University of Alberta) meet the standards of the good faith bargaining obligations imposed by the *Code* on the Employer?" The only possible answer is "it didn't."

57. If a reasonable person, knowledgeable in labour relations asked "would the behavior that the Employer's team exhibited during the 3 days of informal mediation be more likely than not intended to diminish the Association in the eyes of a person of average intelligence and fortitude and undermine the ability of the AASUA to perform its function as the representative of the academic staff at the University?" The only possible answer is "most likely so."

58. The Association states that the Employer's team's behavior meets neither the Constitutional obligation imposed by s.2(d) of the *Charter* on the GoA, nor the legislative obligations imposed by the *Code* on the Employer.

59. AASUA states that this conduct is inimical to the duty to bargain in good faith that is required of both the Employer and the GoA; to say nothing of the mockery it makes of the goal of maintaining harmonious labour relations with the academic staff that make up the University of Alberta.

60. As the AASUA has no reasonable expectation that the Employer's team will not continue such behavior during the next step in the process, formal mediation, and as significant remedies are required to put the Association in the position it would be in had the Employer and the Government not broken the law, we ask for an expeditious hearing into this matter.

61. The particulars of this case also support finding by the Board that the *Public Sector Employers Act* is unconstitutional, is not saved by s. 1 of the *Charter,* and given the Board's limited jurisdiction regarding such findings, an Order that the PSEA has no force and effect with respect to the collective bargaining of the parties

62. We look forward to the Board's direction with respect to next steps.

***Remedies***

63. AASUA seeks:

   a. An interim order directing that no bargaining continue between the parties until this complaint is determined by the Board;

   b. An interim order directing the Governors of the University of Alberta and the Government of Alberta to disclose all communications between them with respect to collective bargaining with the AASUA and, in particular, all communications placing monetary and term limitations on collective bargaining by the GoA to the Governors;

   c. A declaration that the manner in which the Government of Alberta has directed, through the PBCO, bargaining to occur (or not) at the Association's table with the Employer has resulted in substantial interference with the Association's right to bargain collectively, and has altered what would have been the common course of bargaining between the parties, unduly fettering the ability of the parties to engage in constructive bargaining appropriate to their particular sector;

   d. A declaration that the refusal, lack of authority and unpreparedness to discuss the Association's Article 11 proposal, which is core to the Association's bargaining mandate, is bargaining in bad faith on the part of the Employer;

   e. A declaration that the *Code* and the *Charter* has been breached and violated as alleged above, and an Order that the *Public Sector Employers Act* has no force and effect with respect to the collective bargaining of the parties;

f. A cease and desist order;

g. A formal set of findings and directive to be posted on all employer-controlled bulletin boards throughout all physical workplaces, on the employer's bargaining update web page, and the employee-digest electronic communications, which posting must be done with no editorial comment;

h. Damages;

i. An Order that the University pay the out of pocket collective bargaining costs (including the costs related to preparation for bargaining and the costs of the lead negotiator) of AASUA for all, or for at least the informal, bargaining meetings;

j. Costs; and

k. Such further and other relief as the Board finds appropriate in the circumstances;

We have provided a copy of this complaint to the Employer and to the Government of Alberta through the Director of Civil Litigation as well as to the Attorney General of Canada (as well as the Notice of Constitutional Question), and we look forward to the Board's direction as to next steps.

Yours truly,

CKlassen

Cherie Klassen