

ACCEPTED

June 24,
Date 2021

Commissioner

ES-00033

EA No:

ESA-00015-2021

ESSENTIAL SERVICES AGREEMENT

between

The Board of Governors of Mount Royal University (MRU)

and

The Mount Royal Faculty Association (MRFA)

BACKGROUND:

- A. Each of the named Parties to this Essential Services Agreement have negotiated in good faith and made every reasonable effort to enter into this Agreement.
- B. The Parties named are the Board of Governors of Mount Royal University (the Employer) and the Mount Royal Faculty Association (the Employees).

ARTICLE 1 – IDENTIFICATION OF ESSENTIAL SERVICES COVERED BY THIS AGREEMENT

- 1.1 This Agreement covers Employees of the bargaining unit classified as Counsellors. It identifies the Essential Services to be maintained by Counsellors in the bargaining unit during a work stoppage (strike or lockout).
- 1.2 This Agreement, and the Parties to it, recognize that Counsellors have professional licensing requirements which require practitioners to:
 - 1.2.1 Provide reasonable notice to clients that a service is being suspended;
 - 1.2.2 Exercise their professional judgement in assessing the needs of clients;
 - 1.2.3 Provide Continuity of Care, as defined in:
 - i. The Alberta College of Social Workers Standards of Practice (2019) Section B – General Practice Requirements, B10 – Continuity of Care.
 - ii. The Alberta College of Psychologists Standards of Practice (2019), #8 – Continuity of Care.
- 1.3 Counselling services for Current Clients whose health and/or well-being could be a danger to themselves or to others (“At Risk” or “Near At Risk”) are deemed to be Essential Services. Counsellors’ obligation to provide Continuity of Care continues until another willing and available counsellor confirms that they have accepted that individual as a client.
 - 1.3.1 All other counselling services, as well as scholarship and service to the University, are deemed to be non-essential.

ARTICLE 2 – TERMS, DEFINITIONS, AND INTERPRETATION

- 2.1 Terms shall be defined and interpreted as follows:

- 2.1.1 Academic Unit:** Employees included under the terms of the Agreement in Departments, Programs, the Library, Student Counselling Services, or the Academic Development Centre.
- 2.1.2 Association:** the Mount Royal Faculty Association (MRFA).
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- 2.1.3 At Risk:** Current Clients whose health and/or well-being, in the professional judgement of a Counsellor, poses a threat to themselves or to others, and for whom a Professional Relationship with a Counsellor is essential, as defined in the Alberta Labour Relations Code.
- 2.1.4 Board:** the Board of Governors of Mount Royal University or designate.
- 2.1.5 Collective Agreement:** the current Collective Agreement between the Board and the Association, covering the period July 1, 2018 to June 30, 2020.
- 2.1.6 Commissioner:** Alberta's Essential Services Commissioner, having the same meaning as defined in the Alberta Labour Relations Code.
- 2.1.7 Continuity of Care:** as defined in the Alberta College of Social Workers Standards of Practice (2019) and/or the Alberta College of Psychologists Standards of Practice (2019).
- 2.1.8 Contract Employee:** an Employee employed by the Board pursuant to Articles 4.7, 4.8, 4.10, or 4.11 of the Collective Agreement.
- 2.1.9 Counsellor:** an Employee performing the duties of a professional counsellor.
- 2.1.10 Current Client:** a Counselling Services client who has an ongoing professional relationship with a Counsellor(s), or who has had a professional relationship with a Counsellor(s) within the lesser of: the six (6) month period before notice is served to commence a work stoppage, or August 15, 2020.
- 2.1.11 Day:** days excluding Saturday, Sundays, days designated as holidays per Article 15.6 of the Collective Agreement, and all days otherwise designated as University holidays by the Board.
- 2.1.12 Emergency:** An extraordinary event (e.g.: a major fatality, environmental disaster) that, in the opinion of the Board, requires prompt action, coordination of action, and/or special regulation of persons to protect the life, safety, or health of the public. Nothing in this definition restricts the powers related to a formal declaration of an emergency under applicable legislation.
- 2.1.13 Employee:** all Association members including Full-time Employees, Limited-term Employees, Contact Employees teaching credit courses, Chairs, Counsellors, Educational Developers, Librarians, Laboratory Instructors, and those persons from time to time designated "academic staff members" by the Board.
- 2.1.14 Essential Service:** those services which are deemed essential as defined in the Alberta Labour Relations Code.
- 2.1.15 Essential Services Agreement:** refers to this document in its entirety.
- 2.1.16 Faculty:** a collection of academic units administered by a Dean or equivalent.
- 2.1.17 List:** a list of Current Clients who have been identified as being At Risk or Near at Risk.
- 2.1.18 Near At Risk:** Current Clients whose health and/or well-being, in the professional judgement of a Counsellor, could become a danger to themselves or to others if the Professional Relationship is interrupted, and for whom a continuing Professional Relationship with a Counsellor is essential, as defined in the Alberta Labour Relations Code.

2.1.19 Professional Relationship: means an interaction between a Counsellor and a client for the purpose of the Counsellor providing a professional service as defined in the Alberta College of Social Workers Standards of Practice (2019) and/or the Alberta College of Psychologists Standards of Practice (2019).

2.1.20 Provider: External support agencies or companies that provide Counselling Services.

2.1.21 Scholarship: activities related to one or more of research, scholarly, or artistic work, which occurs through discovery, integration, teaching and learning, or application of knowledge, and is disseminated through peer-reviewed processes.

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2.1.22 Service: activities in support of academic processes at the Academic Unit, Faculty, and University level, and activities in support of community or discipline advancement.

2.1.23 Titanium: the University owned software used to manage student counselling client appointments and records.

2.1.24 Umpire: the person identified in Article 6 of this Agreement and, if that person is unavailable, a person appointed by the Commissioner (definition includes Chief Umpire).

2.2 The following interpretive guides apply to this Agreement:

2.2.1 Whenever the singular is used, it shall be deemed to extend to and include the plural, and vice versa;

2.2.2 The headings in this Agreement have been included for convenience and clarity only and are not intended to fully define, limit, or enlarge the scope or meaning of this Agreement in whole or in any part;

2.2.3 This Agreement does not constitute a precedent for future negotiations of Essential Services Agreements between the Parties.

ARTICLE 3 – PROCEDURES FOR SCHEDULING AND PROVIDING ESSENTIAL SERVICES

3.1 As soon as a work stoppage is determined to be imminent, Counsellors will review records of Current Clients to identify those who are, in the professional judgement of the Counsellor, deemed to be At Risk or Near At Risk. Community agencies (Providers) will be contacted in order to determine their ability to provide counselling services for such identified clients. Non-essential services shall be delayed or cancelled as is necessary to facilitate this work.

3.2 Notices shall be posted to alert clients of the reduction and potential cancellation of counselling services in the event of a work stoppage. Such notices shall:

3.2.1 Include those Providers that can be contacted for counselling services; **3.2.2** Be deemed as providing reasonable notice, per the Alberta College of Social Workers Standards of Practice (2019) and the Alberta College of Psychologists Standards of Practice (2019).

3.3 Upon provision of the statutory written notice of an impending work stoppage (either strike or lockout), from either Party to the other per the Alberta Labour Relations Code:

3.3.1 Each Counsellor shall create a list of Current Clients who are deemed, in the professional judgement of the Counsellor, to be At Risk or Near At Risk. Individual lists shall be submitted to the Director, Wellness Services, who shall construct the List of Current Clients.

3.3.2 The List shall be provided to the Board. In order to protect privacy, the names of clients, as well as their need for counselling services, shall not be disclosed to the Board.

3.3.3 Counsellors shall update the List daily and will include any new clients to be added to the List, including their status (At Risk or Near At Risk). The updated List will be provided to the Director, Wellness Services, and to the Board.

3.3.4 Counsellors shall establish an on-call rotational schedule/roster for the hours of 9:00am-4:00pm on each Day of a work stoppage. The rotational schedule/roster will include the name and most recent contact information of each Counsellor, sufficient for managing those services deemed essential pursuant to Article 1.2. In an Emergency, up to two additional Counsellors may be required to be part of the schedule/roster.

3.3.5 The rotational schedule/roster shall include a designated process for a Counsellor who is ill or is otherwise unable to fulfil a scheduled shift to follow so that arrangements can be made to ensure there is an alternative Counsellor available.

3.3.6 The rotational schedule/roster shall be submitted to the Director, Wellness Services, at least twenty-four (24) hours prior to a scheduled work stoppage. A copy will be provided to both the Board and the Association and updated as necessary

3.4 Upon occurrence of a work stoppage, Counsellors shall ensure Continuity of Care to those Current Clients on the List until alternative arrangements, pursuant to Article 3.1, can be made.

3.4.1 Once a connection has been confirmed with a new Provider for Current Clients on the List, Continuity of Care shall be deemed to have been met, and counselling services for such clients shall be suspended for the remainder of the work stoppage.

3.4.2 In order to ensure Continuity of Care, counselling services may be delivered, as determined by the Counsellor's professional judgement, on-site, via telephone or video, or using a VPN connection to Titanium. Upon delivering counselling services on-site, a Counsellor shall not be deemed to be reporting to work.

3.4.3 The Board shall ensure that the necessary technical arrangements and IT support are in place for the use of Titanium prior to the occurrence of a work stoppage.

3.5 Counsellors shall track, to the nearest hour, time spent providing Essential Services, and such information shall be submitted to the AVP Human Resources, or designate, for processing.

3.5.1 Counsellors will be placed in the appropriate category at Step 6 on the July 1, 2017 Hourly Rate Schedule (13.3.1(b) of the Collective Agreement), and will be paid at double the hourly rate specified. All benefits, dues, and levies for work performed will be in accordance with the Collective Agreement.

3.5.2 Seniority is not accrued during a labour disruption, regardless of hours

worked.

ARTICLE 4 – EMERGENCIES

4.1 When an emergency arises after hours, on weekends, or over statutory holidays, the Board will employ the same existing protocols for students living in residence including the following supports:

4.1.1 The Mobile Response Team, Emergency Medical Technicians (EMTs), Resident Advisors (student position), Residence/Life Advisor (employee position), Manager (and/or Director) of Residence Life, and local law enforcement agencies, where appropriate;

4.1.2 MRU Security Services, Employee and Family Assistance Program(s), and the Calgary Distress Centre;

4.1.3 MRU Health Services, mental health nurses, and other medical professionals who can provide appropriate professional support to students with respect to mental health emergencies.

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4.2 During an Emergency, the Director, Wellness Services, may consult with the Chair, Counselling Services, for the purposes of soliciting advice about other community agencies available in the Calgary region. The Chair, Counselling Services, shall report such time in accordance with Article 3.5.

4.3 When an Emergency arises that is related to the University and which cannot be responded to safely and effectively pursuant to Article 4.1 or Article 4.2, the Employer may recall Counsellors to the extent necessary to respond to the Emergency, as outlined in 3.3.4.

4.3.1 The Employer will immediately contact the Association to advise of those Counsellors that are needed to appropriately respond to the Emergency, subject to 3.3.4. The Employer will indicate the nature of the Emergency and its expected duration.

4.3.2 If after providing notice under Article 4.3.1, the Employer determines that additional Counsellors are required to effectively respond to the Emergency, the Employer shall provide the Association with further written notice setting out the information contemplated in Article 4.3.1 as it relates to additional Counsellors, and the reasons for such an increase. The Association shall not unreasonably refuse such a request.

4.3.3 During an Emergency where Counsellors are recalled, the Employer will provide the Association with reasonable updates as to the status of the Emergency, including its anticipated duration.

4.3.4 Where a work stoppage is still in effect and the Employer determines that some or all of the recalled Counsellors are no longer required to respond to the Emergency, the Employer will release those Counsellors as soon as possible.

4.3.5 When a Party refers to a difference as to the application of this Article to an Umpire under Article 6, such a referral shall not interfere with the Employer's ability to recall Counsellors during an Emergency, unless and until the Chief Umpire has heard the matter and made an award.

ARTICLE 5 – AMENDMENTS OR CHANGES TO THIS AGREEMENT

5.1 Either Party may, by written notice, propose amendments to this Agreement. **5.2** If the Parties are unable to agree on an amendment proposed under Article 5.1, either Party may apply to the Chief Umpire or Commissioner to mediate or settle the proposed amendment in accordance with the Alberta Labour Relations Code.

ARTICLE 6 – DISPUTE RESOLUTION

6.1 The Parties agree to make every reasonable effort to resolve Essential Services Agreement disputes through negotiations between designates of the Association and the Board, before referring the matter to an Umpire.

6.2 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.

6.3 When a dispute is referred to an Umpire, it shall 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.

6.4 The Parties hereby confirm that Mr. Mark L. Asbell, Q.C., is acceptable to the Parties as Umpire for managing such disputes. In the event that Mr. Mark L. Asbell, Q.C., is unable to participate for any reason, Mr. Lyle Kanee, Q.C. is acceptable to the Parties as Umpire.

6.5 All costs for the Umpire will be paid for in equal parts by the Board and the Association.

ARTICLE 7 – PICKET LINES

7.1 During a work stoppage, when not required to perform essential duties, all members of the Mount Royal Faculty Association are permitted to take part on picket lines.

ARTICLE 8 – EXISTING CONTRACTUAL RELATIONSHIPS

8.1 In the event of a work stoppage, this Agreement shall take precedence over any other, except for the professional licence requirements per Article 1.3.

ARTICLE 9 – EFFECTIVE DATE AND TERM OF THIS AGREEMENT

9.1 This Agreement is binding once concluded, whether by mutual agreement or through the dispute resolution process, and once accepted for filing pursuant to the Alberta Labour Relations Code.

9.2 Once filed, this Agreement will remain in effect until a new collective agreement has been reached.

ARTICLE 10 – APPLICATION FOR A SIGNIFICANT CHANGE IN CIRCUMSTANCES

10.1 Application by either or both Parties during a work stoppage, as a result of an emergency or an unforeseeable change in circumstances, will be pursuant to the Alberta Labour Relations Code.

ARTICLE 11 – NOTICE

11.1 Where notice is required or permitted to be given under this Agreement, it may be delivered personally, by registered mail (unless a work stoppage is already in effect), by signed receipt courier, or via email where receipt has been acknowledged.

11.1.1 Notice to the Employer shall be provided to:

**Associate Vice-President, Human Resources
Human Resources Office
Mount Royal University
4825 Mount Royal Gate SW
Calgary, Alberta
T3E 6K6
Email tmmacdonald@mtroyal.ca**

11.1.2 Notice to the Union shall be provided to:

**President, Mount Royal Faculty Association
4825 Mount Royal Gate SW**

**Calgary, AB
T3E 6K6
Email president@mrfa.net**

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This Agreement has been executed by the MRU and MRFA by their respective duly authorized representatives.

**The Board of Governors of
Mount Royal University**

Pre:



Signature

Trika Macdonald

Print Name

Associate Vice-President, Human Resources

Title

June 16, 2021

Date Signed

The Mount Royal Faculty Association

Pre:



Signature

Kirk Niergarth

Print Name

Vice President, Negotiations

Title

June 16, 2021

Date Signed