

**ESSENTIAL SERVICES AGREEMENT**

between

The Board of Governors of Red Deer Polytechnic (RDP)

and

The Faculty Association of Red Deer College (the Association)

**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 Red Deer Polytechnic (the Employer) and the Faculty Association of Red Deer College (the Association).

**ARTICLE 1 – IDENTIFICATION OF ESSENTIAL SERVICES COVERED BY THIS AGREEMENT**

- 1 This Agreement covers Employees of the bargaining unit classified as Counsellors and Faculty members approved to serve on the Research Ethics Board. It identifies the Essential Services to be maintained by members in the bargaining unit during a work stoppage (strike or lockout).
  - 1.1 This Agreement, and the Parties to it, recognize that Counsellors have professional licensing requirements which require practitioners to:
    - 1.1.1 Provide reasonable notice to clients that a service is being suspended;
    - 1.1.2 Exercise their professional judgement in assessing the needs of clients; Provide Continuity of Care, as defined in Alberta College of Psychologists Standards of Practice (2019), #8 – Continuity of Care.
    - 1.1.3 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.
    - 1.1.4 All other counselling services, to the Polytechnic are deemed to be non-essential.
  - 1.2 This Agreement, and the Parties to it, recognize that members of the Research Ethics Board have obligations as per the Terms of Reference for contractual considerations provided to Lakeland College and Olds College to:
    - 1.2.1 Provide reasonable notice to contracted institutions that service is being suspended;
    - 1.2.2 Exercise their professional judgement in assessing the requests received during the period from contracted Colleges to determine priority of response required.
    - 1.2.3 Comply with this agreement understanding that during a strike/lockout all other REB services, to the Polytechnic are deemed to be non-essential.

**ACCEPTED**  
[Redacted Signature] July 18, 2022  
Commissioner \_\_\_\_\_ Date \_\_\_\_\_  
EA No. ESA00034-2022

## **ARTICLE 2 – TERMS, DEFINITIONS, AND INTERPRETATION**

### **2.1 Terms shall be defined and interpreted as follows:**

- 2.1.2 Association:** the Faculty Association of Red Deer College (FARDC).
- 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 Red Deer Polytechnic or designate.
- 2.1.5 Collective Agreement:** the current Collective Agreement between the Board and the Association, covering the period July 1, 2016 to June 30, 2019.
- 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 Psychologists Standards of Practice (2019).
- 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 four (4) month period before notice is served to commence a work stoppage.
- 2.1.11 Day:** days excluding Saturday, Sundays, days designated as holidays per Article 12.1 of the Collective Agreement, and all days otherwise designated as Polytechnic 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, Part-time Employees, Term Certain Employees teaching credit courses, Counsellors, Librarians, and Learning Designers, and those persons from time to time designated as 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.
- 2.1.17 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 Psychologists Standards of Practice (2019).
- 2.1.20 Provider:** External support agencies or companies that provide Counselling Services.

**2.1.21** The Red Deer Polytechnic Research Ethics Board (REB) governs the ethical conduct of research involving human participants and ensures that all such research complies with the most recent version of the Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans (TCPS), the RDC Research Involving Humans Policy, and OCAP® (Ownership, Control, Access, Possession) Principles, and relevant legislation.

**2.1.22** **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** **Counsellors:**

**3.1.1** 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.

**3.1.2** 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:

- i.** Include those Providers that can be contacted for counselling services;
- ii.** Be deemed as providing reasonable notice, per the Alberta College of Psychologists Standards of Practice (2019) and the Canadian Counselling and Psychotherapy Association Standards of Practice (2015) 5<sup>th</sup> Edition.

**3.1.3** 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:

- i.** 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 Manager, Student Supports, who shall construct the List of Current Clients.
- ii.** The List shall be provided to the President. In order to protect privacy, the names of clients, as well as their need for counselling services, shall not be disclosed to the Board.

- iii. 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 Manager, Student Supports, and to the President.
- iv. The Manager, Student Supports, shall establish an on-call schedule/roster for the hours of 9:00am-4:00pm on each Day of a work stoppage. The schedule/roster will include the name and most recent contact information of each Counsellor, sufficient for managing those services deemed essential pursuant to Article 1.1.
- v. The 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.
- vi. At least twenty-four (24) hours prior to a scheduled work stoppage, a copy of the schedule/roster will be provided to both the President and the Association and updated as necessary.

**3.1.4** 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.

- i. 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.
- ii. 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. Upon delivering counselling services on-site, a Counsellor shall not be deemed to be reporting to work.
- iii. The Polytechnic shall ensure that the necessary technical arrangements and IT support are in place for the use of technology prior to the occurrence of a work stoppage.

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

- i. Counsellors will be paid an hourly rate equivalent to their current placement of Grade and Step on the Full-Time Faculty Grid as per 10.1 Salary Grids of the Collective Agreement. If called in, Counsellors will be compensated at the hourly rate for a minimum of 2 hours or the actual hours worked, whichever is greater. If eligible, applicable group benefit premiums will continue provided the Counsellor works 18.75 hours per week (.5 FTE). All dues and levies for work performed will be in accordance with the Collective Agreement.
- ii. Seniority is not accrued during a labour disruption, regardless of hours worked.

**3.2** Faculty members on the Red Deer Polytechnic Research Ethics Board

**3.2.1** As soon as a work stoppage is determined to be imminent, The REB Chair will review active REB Certificates and applications, in their professional judgment, to determine potential certificates or applications that would be eligible for attention during work stoppage should the need arise.

**3.2.2 Notices shall be provided to the Colleges that RDP has contractual obligations to act as REB notifying them of the reduction and potential cancellation of services in the event of a work stoppage. Such notices shall include:**

- i. Contact information in case of emergency request or immediate modification need, ie email address: [ethics@rdpolytech.ca](mailto:ethics@rdpolytech.ca) to be monitored by the Division of Teaching, Learning, and Research.**

**3.2.3 The REB Chair shall provide notice to the Association and RDP regarding research projects requiring more than 72 hours to draw down. Where there is risk to human participants the parties will endeavor to provide sufficient time for draw down before work stoppage commences.**

**3.2.4 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:**

- i. The Chair or the REB will provide a schedule/roster of available REB faculty members**
- ii. The schedule/roster shall include a designated process for a member who is ill or is otherwise unable to fulfil a board commitment so that arrangements can be made to ensure there is an alternative member available.**
- iii. At least twenty-four (24) hours prior to a scheduled work stoppage, a copy of the schedule/roster will be provided to both the President and the Association and updated as necessary.**

**3.2.5 Upon occurrence of a work stoppage:**

- i. The REB Chair shall ensure responses to requests for REB review, approval and modifications as per the Research Ethics Board Terms of Reference can continue as deemed essential in Article 4.4.**
- ii. Faculty committee members shall be suspended for the remainder of the work stoppage unless Article 4.4 is enacted.**
- iii. Should the REB committee be required to meet under Article 4.4, services may be delivered on-site, via telephone, or virtually in order to ensure quorum. When required to attend on site, a faculty member shall not be deemed to be reporting to work.**
- iv. The Polytechnic shall ensure that the necessary technical arrangements and IT support are in place for the use of technology prior to the occurrence of a work stoppage.**

**3.2.6 REB faculty members shall track, to the nearest hour, time spent providing Essential Services, and such information shall be submitted to the Chief Human Resources Officer, or designate, for processing.**

- i. REB faculty members will be paid an hourly rate equivalent to their current placement of Grade and Step on the Full-Time Faculty Grid as per 10.1 Salary Grids of the Collective Agreement. If called in, REB members will be compensated at the hourly rate for a minimum of 2 hours or the actual hours worked, whichever is greater. If eligible, applicable group benefit premiums will continue provided the REB faculty member works 18.75 hours per week (.5**

FTE). All dues and levies for work performed will be in accordance with the Collective Agreement.

- ii. 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 Security and Emergency Response, Counselling Services and the Health, Safety and Wellness Centre will work with relevant areas to respond.
- 4.2 During an Emergency, the Manager, Student Supports, may consult with a Counsellor for the purposes of soliciting advice about other community agencies available. The Counsellor shall report such time in accordance with Article 3.5.
- 4.3 When an Emergency arises that is related to the Polytechnic and which cannot be responded to safely and effectively pursuant to Article 4.1, the Employer may recall Counsellors to the extent necessary to respond to the Emergency, as outlined in 3.1.3, iv.
  - 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.
- 4.4 When a time-sensitive request arises that is related to Lakeland College or Olds College, or a Report of unanticipated issues or events that increase the level of risk to research participants as related to RDP, Lakeland College or Olds College during a work stoppage which cannot be delayed, the REB Chair will be provided the email request to

further assess what essential work is required. If required, a meeting of the REB will be called as per the current terms of reference. The research request will be reviewed only if the request is essential and time sensitive.

The REB will review the following:

- i. requests regarding on-going research that require modifications or termination, or
  - ii. as a result of a time-sensitive situation, to review, approve or reject proposed research involving human participants at Lakeland College or Olds College only.
- 4.4.1 The REB Chair will immediately contact the Association and RDP to advise of those members of REB that are needed to appropriately respond to the report of unanticipated issues or events that increase the level of risk to participants, subject to 3.2. The REB Chair will indicate the nature of the request.
  - 4.4.2 During a report of unanticipated issues or events that increase the level of risk to participants, where REB members are recalled, the REB Chair will provide the Association and RDP with reasonable updates as to the status of the work, including its anticipated duration.
  - 4.4.3 Where a work stoppage is still in effect and the REB Chair determines that some or all of the recalled REB members are no longer required to respond to the Emergency, the REB Chair will release those members as soon as possible.
  - 4.4.4 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 REB members during a report of unanticipated issues or events that increase the level of risk to participants, 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 Cheryl Yingst Bartel is acceptable to the Parties as Umpire for managing such disputes. In the event that Cheryl Yingst Bartel is unable to

- participate for any reason, those on the following list are acceptable to the Parties as Umpire: Mr. David Phillip Jones, Q.C., Mr. Allen Ponak, or Mr. Rick Wilson.
- 6.5 All costs for the Umpire will be paid for in equal parts by the Polytechnic and the Association.

#### **ARTICLE 7 - PICKET LINES**

- 7.1 During a work stoppage, when not required to perform essential duties, all members of the Faculty Association of Red Deer College 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 license 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.



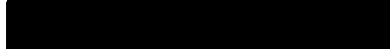
**ARTICLE 11 - NOTICE**

**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:  
Chief Human Resources Officer, People and Culture  
Red Deer Polytechnic  
100 College Blvd.  
Red Deer, AB T4N 5H5**



**11.1.2 Notice to the Union shall be provided to:  
President, FARDC  
c/o ACIFA  
11010 142 St NW Suite 317  
Edmonton, AB T5N 2R1**



**This Agreement has been executed by the Polytechnic and the Association by their respective duly authorized representatives.**

**The Board of Governors of  
Red Deer Polytechnic**

**Faculty Association of Red Deer College**

Pre: \_\_\_\_\_  
Signature



June 27, 2022  
Date Signed

Pre: \_\_\_\_\_

Signature

June 27/2022  
Date Signed