

ESSENTIAL SERVICES AGREEMENT (ESA)

made this 15th day of January 2026

between

CROWSNEST PASS SENIOR HOUSING
("Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 812
("Union")

ACCEPTED	
	Feb 25, 2026
Commissioner	Date
EA No.	ESA00092-2026

1. PREAMBLE AND PURPOSE

- 1.01 The Employer acknowledges the right of its unionized Employees to withhold their labour and strike in accordance with this ESA and applicable law.
- 1.02 The Union acknowledges the right of the Employer to lock out its unionized Employees in accordance with this ESA and applicable law.
- 1.03 The Parties, in accordance with the Alberta *Labour Relations Code* (the Code), acknowledge the requirement of an ESA to ensure the continued provision of essential services in the event of a strike or lockout.
- 1.04 In recognition of this, the Parties agree as follows:

2. PARTIES

- 2.01 The Parties to this ESA are the Canadian Union of Public Employees, Local 812 and Crowsnest Pass Senior Housing.

3. TERM

- 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 for 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.
- 4.04 "Emergency" means a serious, unexpected and often dangerous situation requiring immediate action that could otherwise endanger the life, personal safety, or health of the residents/public or critical infrastructure.

5. STRIKE OR LOCKOUT NOTICES

- 5.01 The Parties agree that service of the notice of the date, time and initial location(s) to commence a strike or lockout under Section 78 of the Code shall occur at least seventy-two (72) hours prior to the commencement of the strike or lockout.

6. UMPIRES

- 6.01 The Parties agree to select a Michael Dyer as 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 ESA; and
- (d) be available during a strike or lockout for a timely resolution of disputes.

The foregoing does not limit the utilization of the lead umpire to act as a deputy umpire in order to hear disputes outlined in 6.02.

- 6.02 The Parties agree to Ms. Paulette DeKolver as deputy umpire. The role of the deputy umpire is to:

- (a) assist the Parties in reaching an 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.

By mutual agreement, a 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 classifications of Employees, and the total number of positions in each classification, required to perform the essential services on a daily basis (see Appendix A).
- 7.02 The Parties agree to exchange information related to who has the authority to negotiate the staffing plans and who has final signing authority.

8. PROCESS FOR ASSIGNING CAPABLE AND QUALIFIED EMPLOYEES

- 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) notification by the Employer to the Union on the number of capable and qualified non-union exempt Employees who are available to fill a position for a specific shift;
 - (c) confirmation by the Union to the Employer of which Employees are designated essential services workers and for which shifts they are assigned to work;
 - (d) notification by the Employer to the Union of any acuity level changes at the site and/or department that would change the required level of essential services;
 - (e) Determining whether any changes are required, such as whether the number of positions in each classification required to perform the essential services should be increased or decreased.
- 8.02 The Employer shall utilize the services of its NUEEs, provided they are qualified, to the fullest extent possible. Where an issue arises with respect to the Employer's use of NUEEs they will provide detailed information to the Union upon request. The Employer shall utilize the services of its management and excluded personnel, who are capable and qualified, to the fullest extent possible. Management and excluded personnel shall work extended hours to a maximum of one hundred and fifty percent (150%) of their regularly scheduled hours per week unless otherwise agreed by the Parties. The Employer shall, if requested by the Union, record the daily number of hours worked and duties of work performed by each manager and excluded Employee and forward a written record thereof to the Union every three (3) days.
- 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 positions in each classification in accordance with the staffing plans.

For example, if the Parties agree that three (3) positions in a specific classification are essential for a specific shift, and there are two (2) capable, qualified and available non-union exempt Employees, the Union shall be responsible for assigning one (1) designated essential services worker.

- 8.04 Where the Employer has previously advised the Union that a NUÉE is assigned to a particular shift, and that NUÉE is unable to report for their assigned shift, the Employer will make every reasonable effort to fill the shift with an alternate NUÉE. If no alternate NUÉE 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 work a specific shift who normally works in the classification, department and program and has been oriented to the unit/area.
- 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 to notify the Union so that arrangements can be made for an alternative Employee to be assigned to work the shift in question. The Union will inform the Employer of any such changes.
- 8.07 Both Parties acknowledge the benefits of having workspace in near proximity to the impacted site(s) that will help facilitate ongoing communication between site leadership and Union representatives who are responsible for assigning designated essential services workers.

In the event of a strike or lockout, the Employer shall provide the Union with an appropriate workspace for the duration of the dispute.

- 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.
- 8.09 During a strike or lockout, a Union representative shall only access the workspace for the purposes of assigning DESWs, and other responsibilities as outlined in the ESA. Access to the site shall be coordinated between the Union representative and site leadership and may require that the Union representative be accompanied by an Employer official while on site.
- 8.10 There will be no layoffs during a labour disruption.

9. TERMS & CONDITIONS OF EMPLOYEES

- 9.01 Unless otherwise provided for in this Agreement, the terms and conditions of employment contained in the Collective Agreement apply to Designated Essential Service Workers performing essential services.

- 9.02 In the event of a rotating strike or lockout, the Collective Agreement shall continue in full force and effect at all sites not on strike or lockout.
- 9.03 The Collective Agreement shall remain in full force and effect for DESWs, with the exception of ARTICLE 8: LAYOFF AND RECALL and ARTICLE 11: HOURS OF WORK. DESWs will be paid based on the Employee's classification and rate of pay in effect at the commencement of the strike or lockout. Any hours worked during a labour disruption will also qualify for any retroactive pay.
- 9.04 Upon commencement of a strike or lockout, the Employer agrees to maintain coverage for Employees enrolled in Employee benefits as per ARTICLE 21: HEALTH BENEFITS of the Collective Agreement. The Union will reimburse the Employer for health plan premiums cost prorated to account for any hours worked on essential services. The Employer is responsible for the Employer portion of the premiums prorated to the hours worked by each Designated Essential Service Worker during a work stoppage.
- 9.05 The Employer's associated cost under ARTICLE 21: HEALTH BENEFITS the Collective Agreement will be billed to the Union no later than sixty (60) days following the conclusion of the strike or lockout. The Union shall submit payment no later than sixty (60) days following receipt of the Invoice.
- 9.06 An Employee who is required to work in accordance with this Agreement is a DESW during those times that the Employee is required to perform essential services under the Agreement, as per section 95.11 of the Alberta *Labour Relations Code*, RSA 2000, c L-1.
- 9.07 Should a DESW work in excess of their regular hours of work provided in ARTICLE 11: HOURS OF WORK of the Collective Agreement, they shall be entitled to the Overtime provisions as set out in ARTICLE 12: OVERTIME. The Parties agree that Overtime will only be worked in the event of emergency or unforeseen circumstances and following consultation with the Employer.
- 9.08 No Employee shall be discriminated against or disciplined in any manner for taking part in a legal strike or lockout.

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 at that site unless they are a DESW;
- (b) increase the scope of work performed by volunteers or contracted out services at that site;
- (c) assign work that would normally be performed by an Employee in the Bargaining Unit who is on strike or lockout to other Employees at that site who are members of other bargaining units; or

- (d) hire additional persons at that site to perform work normally performed by an Employee in the Bargaining Unit who is on strike or lockout.

11. RESPONDING TO EMERGENCIES AND 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 twenty-four (24) hours of the request, the Employer will provide the Union with 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 12 of this ESA.
- 11.04 Following the end of the emergency (defined in 4.04), 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 A.

12. RESOLVING DISPUTES

- 12.01 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.
- 12.02 Such disputes shall be initiated, in writing, to the Umpire. The Umpire shall hear the dispute within twelve (12) hours of the referral. The Umpire will render their decision as quickly as possible, but in no event longer than twenty-four (24) hours after hearing the dispute unless the Parties agree otherwise.
- 12.03 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.

13. INFORMATION SHARING

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

- (a) staffing for each Unit/Area and Department, (e.g. normal hours of operation, schedule rotations, whether staff are normally replaced during absences):**
- (b) process for assigning NUEEs;**
- (c) process for replacing NUEEs:**
- (d) list of all Employees including their contact information on file, classification, and status (actively working, LOA, restrictions);**
- (e) list of all NUEEs, including their work location and whether they are capable and/or qualified to perform the work of an Employee on strike or lockout;**
- (f) number of volunteers by site and a list of their usual responsibilities and schedules (if available);**
- (g) name(s) and contact information of the Employer representative 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 or picketing.****

The information in (a) shall be provided before any staffing plan discussions. The information in (b), (c), (e), (f), and (g) 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.

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

- (a) process for assigning designated essential services workers;**
- (b) process for replacing designated essential services workers:**
- (c) names and contact information of the Union representative(s) 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; and
- (iv) discussing and resolving issues with the Employer counterpart that are unrelated to staffing or picketing.

The information in (a) and (b) shall be provided upon request. The information in (c) 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.

14. COMMUNICATION

14.01 The Parties shall make all reasonable efforts to ensure the residents/public is aware of the impact on services caused by the strike or lockout.

14.02 The Parties agree to develop a joint communication to ensure both Parties understand their obligations in relation to this ESA. Such communication will include at least the following:

- (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 and foreseeable changes to essential services;
- (g) protocol for handling workplace grievances;
- (h) protocol for discussing the strike or lockout while on site;
- (i) protocol for picketing.

The communication is to be finalized and distributed no later than the commencement of the cooling-off period.

15. AMENDING THE ESSENTIAL SERVICES AGREEMENT

15.01 Any terms, including the terms of the staffing plans, may be amended by agreement of the Parties. In the event the Parties do not agree on an amendment, the lead umpire shall make a ruling. Either Party may apply to the Commissioner for a review of the lead umpire's ruling within ten (10) calendar days of the lead umpire making the award, on grounds that it is unreasonable.

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

ON BEHALF OF CUPE LOCAL 812

ON BEHALF OF THE CROWSNEST PASS
SENIOR HOUSING



Tyler Hoffman (Jan 15, 2026 13:13:43 PST)

TYLER HOFFMAN
LOCAL 812 PRESIDENT



Shelley Price (Jan 16, 2026 06:36:15 MST)

SHELLEY PRICE
CHIEF ADMINISTRATIVE OFFICER

ON BEHALF OF CUPE



KIM WENTZELL
NATIONAL REPRESENTATIVE

Signed and dated on the 15th day of January 2026

APPENDIX A – STAFFING PLANS
APPENDIX B – LIST OF ESSENTIAL SERVICES

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