

# ESSENTIAL SERVICES AGREEMENT ("ESA")

made this 30<sup>th</sup> day of October 2025, Between

**EXTENDICARE CANADA INC.**  
("Employer")

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCALS 2335, 2677,  
3782, 4815, 3174, and 2639**  
("Unions")

<b>ACCEPTED</b>		
		May 5, 2026
Commissioner	Date	
ESA00086-2026	ESA00089-2026	ESA00095-2026
ESA00087-2026	ESA00090-2026	ESA00096-2026
ESA00088-2026	ESA00091-2026	
EA No.		

## PART A

The Employer and the Unions are collectively referred to as the "Parties".

This ESA applies to Certificates:

- 149-97 and 150-97 (CUPE Local 3174, Extendicare Viking),
- 151-97 (CUPE Local 3782, Extendicare Fort MacLeod),
- 145-97 (CUPE Local 2335, Extendicare Vulcan),
- 146-97 (CUPE Local 2677, Extendicare St. Paul),
- 147-97 and 148-97 (CUPE Local 2639, Extendicare Bonnyville), and
- 40-2008 (CUPE Local 4815, Extendicare Leduc)

### 1. PREAMBLE AND PURPOSE

- a) The Employer acknowledges the right of its unionized Employees to withhold their labour and strike in accordance with this Essential Services Agreement ("ESA" or the "Agreement") and in accordance with the Labour Relations Code (the "Code") and applicable law.
- b) The Union acknowledges the right of the Employer to lockout its unionized Employees in accordance with this ESA and in accordance with the Code and applicable law.
- c) The Parties, in accordance with the Code, acknowledge the requirement of an ESA to ensure the continued provision of essential services in the event of a strike or lockout.
- d) In recognition of this, the Parties agree to the terms as set out in this ESA as follows:

## **2. TERM**

This ESA shall be in effect until the Parties have ratified a new collective agreement or a new collective agreement has been arrived at through another process under the Code.

### **DEFINITIONS**

- a) "Essential Services" are those services:
  - i. where interruption would endanger the life, personal safety or health of the public; or
  - ii. those that are necessary to the maintenance and administration of the rule of law or public security.
- b) "Designated Essential Services Worker" ("DESW") means a member of the bargaining unit who is required to perform Essential Services under this Agreement and has the same meaning as defined in the Code.
- c) "Non-Union Exempt Employee" ("NUEE") means an individual identified in Section 1(1)(1) 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.

## **3. STRUCTURE OF THE AGREEMENT**

This Agreement is structured as follows:

**Part A – General Provisions:** This Part sets out the general terms and conditions that apply to the entire Agreement.

**Part B – Essential Services Schedules:** This Part consists of the following Schedules, which form an integral part of this Agreement:

- i. Appendix A – List of Umpires
- ii. Appendix B – Staffing Plan: Identifies the positions and the number of Employees within each position required to perform Essential Services during a Work Stoppage and sample schedules.
- iii. Appendix C – List of Essential Services: Identifies the Essential Services to be maintained during a Work Stoppage.

- iv. Appendix D – Scheduling Procedures: Sets out the scheduling and assignment procedures applicable to DESWs during a Work Stoppage.
- v. Appendix E – List of Designated Representatives for the Employer and the Union.

#### **4. STRIKE OR LOCKOUT NOTICES**

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.

#### **5. UMPIRES**

a) The Parties agree to select Rick Wilson as the Umpire. The role of the Umpire is to:

- i. assist the Parties in concluding the ESA;
- ii. settle the terms of the ESA in the event the Parties are unable to reach an agreement;
- iii. rule on interpretation disputes of the ESA; and
- iv. 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 section 13.

b) The Parties agree to create a roster of Deputy Umpires (see Appendix A). The role of the Deputy Umpire is to:

- i. assist the Parties in reaching an agreement on essential services staffing plans;
- ii. rule on any application and implementation disputes of the ESA; and
- iii. be available during a strike or lockout for a timely resolution of disputes.

- c) By mutual agreement, a Deputy Umpire may act as the lead Umpire when the lead Umpire is unavailable to hear disputes outlined in Section 13.

The Parties agree to Mia Norrie and Karen Scott as Deputy Umpires.

- d) All costs related to the Umpire and Deputy Umpire will be equally shared between the Parties.

## **6. PROCESS FOR NEGOTIATING STAFFING PLANS**

- a) The Parties agree to develop staffing plans that set out the classifications of Employees, and the total hours of work in each classification, required to perform the essential services over a seven (7) day period (see Appendix B).
- b) The Parties agree to exchange information related to who has authority to negotiate the staffing plans and who has final signing authority.
- c) The Employer will provide a sample schedule to attach to Appendix B.

## **7. PROCESS FOR ASSIGNING CAPABLE AND QUALIFIED EMPLOYEES**

- a) 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:
  - i. sharing of information to help coordinate the assignment of capable and qualified Employees required to perform the essential services;
  - ii. 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;
  - iii. confirmation by the Union to the Employer of which Employees are DESW and for which shifts they are assigned to work;
  - iv. 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 general support services;
  - v. 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.

- b) 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 NUEEs, who are capable and qualified, to the fullest extent possible.

The Employer shall determine the scheduling and hours of work of NUEE Employees, having regard to resident safety, operational requirements, and applicable employment standards and ESA obligations.

NUEEs shall be scheduled in essential services lines of at least the number of hours equal to one full-time worth of daily hours (either eight (8) hrs or seven point seven five (7.75) hrs per day, depending on the site), five (5) days per week. The Employer shall provide a weekly schedule of the hours and assigned duties of NUEEs.

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. Where possible, the Parties agree that DESWs shall be the primary source to fill all Essential Service positions identified in the Staffing Plan. These NUEEs shall be counted towards the number of positions in each classification in accordance with the staffing plans, where there are insufficient DESWs, in consultation with the Union.

- c) Where the Employer has previously advised the Union that a NUEE is assigned to a particular shift, and that NUEE is unable to report for their assigned shift, the Employer will make every reasonable effort to fill the shift with a float NUEE. If no float NUEE is available, the Employer shall inform the Union, and the Union will assign a DESW to fill the shift.
- d) For the purposes of this clause, a "Float NUEE" means a non-union Employee who is not assigned to a specific facility but may be deployed on a provincial basis to provide flexible coverage across the Southern Alberta Region and the Northern Alberta Region.

The Southern Alberta Region includes all Employer-operated facilities located south of (and including) the City of Red Deer.

The Northern Alberta Region includes all Employer-operated facilities located north of the City of Red Deer.

- e) **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 will endeavour to assign an Employee to work a specific shift who normally works in the unit/area, department and program and has been oriented to the unit/area.**
- f) **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.**
- g) **Both Parties recognize the significance of prompt and efficient communication during the work stoppage. Employer Designate and Union Designate will commit to facilitating urgent discussions via teleconferencing throughout the dispute, aiming to enhance the resolution of urgent matters.**
- h) **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 a furnished workspace with internet access for use during the duration of the dispute, to be used exclusively for the purpose of coordinating the assignment and scheduling of DESWs. Use of the workspace for any other purpose, including general union activities or non-operational matters, is not permitted.**
- i) **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.**
- j) **In the event of a strike or lockout, the Employer shall be responsible for the cost and procurement of any equipment, supplies or additional items that may be required to perform staffing/scheduling responsibilities under this ESA. The Parties agree that such cost and procurement of any item must be mutually approved in writing by both the Employer and the Union prior to purchase or use.**

## **8. TERMS & CONDITIONS OF EMPLOYEES**

- a) 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.
- b) 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.
- c) The Collective Agreement shall remain in full force and effect for DESWs, with the exception of Article 9, No Strike and Lockout and Article 15, Layoff and Recall.
- d) DESWs will be paid based on the Employee's classification and rate of pay in effect at the commencement of the strike or lockout. At the end of any strike or lockout, any Essential hours worked will be subject to any negotiated retroactive wage increase.
- e) There shall be no layoff during a strike or lockout.
- f) No vacation will be paid out during a strike or lockout. Any previously approved vacation that falls within the period of a strike or lockout shall be cancelled. The Employee shall reschedule such vacation at a mutually agreed-upon time following the conclusion of the work stoppage.
- g) Upon commencement of a strike or lockout, the Employer agrees to maintain coverage for Employees enrolled in the Employee Benefits as per Article 25 of the Collective Agreement. The Union will reimburse the Employer's portion of the health plan premiums cost prorated to account for any hours worked on Essential Services.
- h) Each Employee's share of benefit premiums shall remain payable. Where payroll deduction is interrupted due to a strike or lockout, the Employee's portion shall be recovered in arrears (in accordance with article 24.04) and deducted from the Employee's paycheque following their return to work or while working as a DESW function, unless otherwise agreed by the Parties.
- i) The Employer's associated cost under Article 25 of the Collective Agreement will be billed to the Union no later than ninety (90) days following the conclusion of the strike or lockout. The Union shall submit payment no later than ninety (90) days following receipt of the Invoice. Any costs not billed within ninety (90) days will not be subject to repayment.
- j) For the purposes of this Agreement, an Employee is a DESW for only the period of time the Employee is assigned an essential shift per the Staffing Plan (Appendix B).

- k) Should a DESW work in excess of their regular hours of work provided at Article 17 and Schedule C of the Collective Agreement, they shall be entitled to the Overtime provisions as set out in Article 18. The Parties agree that Overtime will only be worked in the event of an emergency or unforeseen circumstances and pending the Employer's approval.
- l) No Employee shall be discriminated against or disciplined in any manner for taking part in a legal strike or lockout.

**9. PROHIBITION ON REPLACEMENT WORKERS**

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 scheduled as 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 that 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.

**10. RESPONDING TO EMERGENCIES AND UNANTICIPATED OR FORESEEABLE CHANGES**

- a) 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.
- b) 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.

- c) 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 11 of this ESA.
- d) Following the end of the emergency, 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 B.

## **11. CHANGES IN CIRCUMSTANCES AND AMENDMENTS TO THIS AGREEMENT**

- a) Either Party may, by written notice, propose amendments to this Agreement, including an increase or reduction in the number of Bargaining Unit Members required to maintain Essential Services.
- b) If the Parties are unable to agree on an amendment proposed under Section 12 a), either Party may apply to the Umpire or Commissioner to mediate or settle the proposed amendment.
- c) Despite Section 12, Part b) of this agreement may contain more specific provisions to increase or reduce the number of Designated Essential Services Workers needed to maintain Essential Services.

## **12. RESOLVING DISPUTES**

- a) 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.
- b) 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.
- c) 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**

1. The Employer shall provide the Union with all 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) list of all Employees, including their contact information on file, classification, and status (actively working, LOA, restrictions);
  - d) 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 and positions they are qualified for;
  - e) number of volunteers by site and a list of their usual responsibilities and schedules (if available);
  - f) 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.
  - g) The information in (a) shall be provided before any staffing plan discussions.
  - h) The information in (b), (c), (d), (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.

2. 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) assigned to each worksite for scheduling and communication purposes and authorized to make decisions on behalf of the Union, including those 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.
  - d) 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**

- a) The Parties shall make all reasonable efforts to ensure the public is aware of the impact on services caused by the strike or lockout.
- b) 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:
  - i. reporting for assigned shifts;
  - ii. reporting to work on time and within the prescribed time limits when placed on-call;
  - iii. completion of essential services when on duty;

- iv. protocol for calling in sick;
- v. protocol for leaves of absence;
- vi. protocol for reporting to work when responding to emergencies and foreseeable changes to the essential services;
- vii. protocol for handling workplace grievances;
- viii. protocol for discussing the strike or lockout while on site;
- ix. protocol for picketing.

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

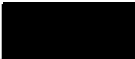
**15. AMENDING THE ESSENTIAL SERVICES AGREEMENT**

a) 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 the grounds that it is unreasonable.

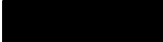
This Essential Services Agreement has been executed by the Employer and Union by their respective duly authorized representatives.

Signed and dated on the 6th day of April, 2026.

ON BEHALF OF CUPE LOCALS 2335, 2639, 2677, 3174, 3782 AND 4815,

  
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 2026 10:25:02 MDT)

Leduc

  
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 Donria Ostapovich (Apr 3, 2026 10:24:48 MDT)

St. Paul

  
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 2026 10:38:11 MDT)

Leduc

  
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St. Paul

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**Bonnyville**

[Redacted]  
Onsida Erickson (Apr 2, 2026 10:21:09 MDT)

**Viking**

[Redacted]

**Vulcan**

[Redacted] 2026 10:19:52 MDT)

**Fort Macleod**

[Redacted]

**National Representative**

[Redacted]

**National Representative**

[Redacted] 2, 2026 14:14:07 MDT)

**Bonnyville**

[Redacted]  
Lisa Doody (Apr 2, 2026 11:18:50 MDT)

**Viking**

[Redacted] 2026 17:32:38 MDT)

**Vulcan**

[Redacted]

**Fort Macleod**

[Redacted]

**National Representative**

**ON BEHALF OF EXTENDICARE CANADA INC.**

[Redacted]

**ERNIE CHO,**  
**Manager, Labour and Employee Relations**