Essential Services Policy for EC and TR Groups

Effective Date: October 30, 2026

1. Introduction

1.1. Prior to serving the Employer with a notice to bargain, CAPE, acting on behalf of the bargaining unit, is required to select a dispute resolution process: either arbitration or conciliation (with the right to strike).

1.2. Where CAPE elects the conciliation (with the right to strike) process, the Employer may, in accordance with the *Federal Public Sector Labour Relations Act* (the "**Act**"), provide written notice indicating that it considers certain positions within the bargaining unit to be necessary for the provision of essential services.

1.3. Upon issuance of such notice, the Employer and CAPE must make every reasonable effort to enter into an Essential Services Agreement ("**ESA**").

1.4. An ESA must be negotiated before a strike can legally occur. If the parties cannot reach agreement, the matter may be referred to the Federal Public Sector Labour Relations and Employment Board (the "**Board**") for determination.

2. Purpose

2.1. The purpose of this Essential Services Policy (the "**Policy**") is to establish the process for the negotiation of an ESA through a designated Essential Services Committee.

3. Application

3.1. This Policy applies to all ESAs negotiated by CAPE on behalf of the EC and TR bargaining units.

4. Definitions

4.1. In this Policy,

a. "**essential service**" means a service, facility or activity of the Employer that is or will be, at any time, necessary for the safety or security of the public or a segment of the public; and

b. "**essential services agreement**" means an agreement between the Employer and CAPE that identifies:

i. the types of positions in the bargaining unit that are necessary for the Employer to provide essential services;

ii. the number of those positions that are necessary for that purpose; and

iii. the specific positions that are necessary for that purpose.

5. Essential Services Committee

5.1. Striking the Essential Services Committee

5.1.1. In the event the Employer serves notice under the Act that it wishes to enter into an ESA with respect to the EC or TR bargaining units, the Association will form an Essential Services Committee (the "**ESC**") to negotiate an ESA with the Employer.

5.2. Composition of the Essential Services Committee

5.2.1. The ESC for the EC group shall be composed of the following members:

a. The lead negotiator, who shall be CAPE's President or delegate, pursuant to By-law 7.7.1(b);

b. The staff negotiator, who shall be CAPE's Director of Negotiation, Research, and Pay Equity or delegate, pursuant to By-law 7.7.1(c);

c. The staff research officer and/or another member of CAPE staff as required; and

d. Up to five (5) members of the EC Group appointed in accordance with s. 5.3 of this Policy.

5.2.2. The ESC for the TR group shall be composed of the following members:

a. The lead negotiator, who shall be CAPE's Vice-President or delegate, pursuant to By-law 7.7.3(b);

b. The staff research officer and/or another member of CAPE staff as required; and

c. Up to five (5) members of the TR Group appointed in accordance with s. 5.3 of this Policy.

d. The ESC for the TR group may also include a staff negotiator, who shall be CAPE's Director of Negotiations, Research, and Pay Equity or delegate, pursuant to By-law 7.7.3(d);

5.2.3. The ESC may also call on additional subject-matter experts for advice and/or support, as required.

5.2.4. Only the elected or appointed EC/TR members and the lead negotiator shall be voting members of an ESC.

5.3. Appointment of Essential Services Committee Members

5.3.1. The process for appointing the five (5) ESC members from the applicable bargaining unit and for filling vacancies on the ESC will be determined by consensus and overseen by the Collective Bargaining Committee ("**CBC**").

5.4. **Term and Mandate of the Essential Services Committee**

5.4.1. The ESC's mandate begins when the Employer serves notice under the Act that it wishes to enter into an ESA.

5.4.2. The ESC's mandate ends upon:

a. final determination by the Board; or

b. the conclusion of the ESA or the applicable round of bargaining, whichever comes first.

5.5. **Training**

5.5.1. The staff Negotiator and other staff will ensure that the members of the ESC appointed from the applicable bargaining unit receive appropriate training prior to the commencement of their work on the ESC.

5.6. **Solemn Declaration**

5.6.1. The members of the ESC appointed from the applicable bargaining unit will also be required to sign a solemn declaration prior to the commencement of their work on the ESC.

6. Negotiation of a New or Amended ESA

6.1. The process for the negotiation of an ESA consists of the following phases:

a. Preparation Phase;

b. Negotiation Phase; and

c. Ratification.

6.2. **Preparation Phase**

6.2.1. During the Preparation Phase, the ESC shall:

a. review and analyze the Employer's ESA proposal;

b. gather information;

c. prepare ESA counterproposals; and

d. endeavour to consult with members occupying positions identified by the Employer necessary to provide essential services.

6.2.2. This phase may also include developing CAPE's rationale, identifying areas of agreement or dispute, and preparing CAPE's initial positions for ESA negotiation.

6.2.3. The ESC has full discretion to determine the appropriate methods, tools, consultation processes, and timelines used to complete the Preparation Phase. This may include, but is not limited to, surveys, interviews, document reviews, worksite visits, or consultation with subject-matter experts.

6.3. **Negotiation Phase**

6.3.1. During the Negotiation Phase, the ESC shall:

a. attempt to limit the number of positions designated as essential to strictly those required to provide essential services; and

b. endeavour to consult with members occupying positions identified by the Employer necessary to provide essential services.

6.3.2. The ESC has full discretion to determine the ESA negotiation strategy, the order in which issues are addressed, the frequency and manner of communications related to ESA negotiations, and the internal decision-making processes required to negotiate an ESA.

6.4. **Ratification**

6.4.1. The ESC may determine the format, level of detail, and supporting documentation included in its recommendation for the ratification of a tentative ESA, and may consult with the Collective Bargaining Committee and other committees or subject matter experts as necessary or advisable.

6.4.2. When a tentative ESA is reached, it shall be submitted to the CBC, together with the ESC's recommendation, for ratification.

7. Impasse Resolution

7.1. In the event of an impasse between CAPE and the Employer in the negotiation of an ESA, the ESC will decide whether application should be made to the Board to determine any unresolved matter that may be included in the ESA.

7.2. In such case, CAPE's Director of Negotiation, Research, and Pay Equity or delegate will be responsible for filing the application to the Board.

8. Amendment or Suspension of an Essential Services Agreement

8.1. Following ratification of an ESA, if the ESC determines that amendment or suspension to the ESA is necessary or advisable, the ESC may recommend to the Collective Bargaining Committee that:

a. the Employer be served with notice to negotiate an amendment to the ESA;

b. an emergency application be submitted to the Board; or

c. another applicable process provided under the Act be initiated, as appropriate in the circumstances.

8.2. In the event that the Employer serves CAPE with notice to amend or suspend an ESA, the ESC will be convened for the negotiations related to the notice.

8.3. The process for negotiating an amendment or suspension of an ESA will be the same as an initial ESA, *mutatis mutandis*.