



ESSENTIAL SERVICES AGREEMENT

between

COVENANT HEALTH  
(hereinafter referred to as the "Employer")  
and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)  
on behalf of St. Therese Villa Employees of Covenant Health

**PREAMBLE AND PURPOSE**

- A. The Parties, in accordance with the Alberta *Labour Relations Code* (Code), acknowledge the requirement of an Essential Services Agreement (Agreement) to ensure the continued provision of Essential Services in the event of a strike or lockout.
- B. The Employer acknowledges the right of employees in the bargaining unit to withhold their labour and strike in accordance with the Agreement and the Code.
- C. The Union acknowledges the right of the Employer to lockout employees in the bargaining unit in accordance with the Agreement and the Code.
- D. The Employer has elected to use Designated Essential Services Workers during a strike or lockout in accordance with the Code.

In recognition of this, the Parties agree as follows:

**PART A – GENERAL PROVISIONS**

**ARTICLE 1 – STRUCTURE OF THE AGREEMENT**

- 1.1 This Agreement consists of two parts, being:
  - (a) Part A, which contains general provisions that apply to the entire Agreement;
  - (b) Part B, which contains schedules with specific provisions related to:
    - (i) Essential Services to be maintained by Bargaining Unit Members during a Strike or Lockout;
    - (ii) the classifications and the number of employees within each classification, required to perform Essential Services during a Strike or Lockout;
    - (iii) changes, if any, to the terms and conditions of employment that are to apply to Designated Essential Services Workers.

## ARTICLE 2 – DEFINITIONS

2.1 The following terms are defined by the parties:

- (a) **“Agreement”** means this Essential Services Agreement;
- (b) **“Bargaining Unit Members”** means those employees who are members of AUPE as defined by certificate number C-9-2012 (STV);
- (c) **“Out of Scope (OOS)”** means capable and qualified persons who are neither members of the bargaining unit nor replacement workers and refers to management, exempted and out of scope employees who have the skills, abilities and current certifications required to perform Essential Services duties during a Strike or Lockout;
- (d) **“Collective Agreement”** means the collective agreement between the Parties that expires on March 31, 2024;
- (e) **“Code”** means the *Labour Relations Code* RSA 2000,c L-1;
- (f) **“Commissioner”** means the Alberta’s Essential Services Commissioner designated under Section 95.3 of the Code and has the same meaning as defined in the Code;
- (g) **“Designated Essential Services Worker”** means a Bargaining Unit Member who is required to work in accordance with an Essential Services Agreement during those times that they are required to perform Essential Services under the Agreement and has the same meaning as defined in the Code;
- (h) **“Emergency”** means a present or imminent event that, in the opinion of the Employer, requires prompt action, co-ordination of action, and/or special regulation of persons or property to:
  - (i) protect the safety and health of the public;
  - (ii) limit significant damage to property.
- (i) **“Employer”** means Covenant Health;
- (j) **“Employer Designate”** means a person designated by the Employer to act in that capacity;
- (k) **“Essential Services”** are those services:
  - (i) the interruption of which would endanger the life, personal safety or health of the public; or
  - (ii) necessary to the maintenance and administration of the rule of law or public security.
- (l) **“Lockout”** has the same meaning as defined in and permitted by the Code, and includes:

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- (f) **“Commissioner”** means the Alberta’s Essential Services Commissioner designated under Section 95.3 of the Code and has the same meaning as defined in the Code;
- (g) **“Designated Essential Services Worker”** means a Bargaining Unit Member who is required to work in accordance with an Essential Services Agreement during those times that they are required to perform Essential Services under the Agreement and has the same meaning as defined in the Code;
- (h) **“Emergency”** means a present or imminent event that, in the opinion of the Employer, requires prompt action, co-ordination of action, and/or special regulation of persons or property to:
  - (i) protect the safety and health of the public;
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- (i) **“Employer”** means Covenant Health;
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- (k) **“Essential Services”** are those services:
  - (i) the interruption of which would endanger the life, personal safety or health of the public; or
  - (ii) necessary to the maintenance and administration of the rule of law or public security.
- (l) **“Lockout”** has the same meaning as defined in and permitted by the Code, and includes:

- (i) the closing of a place of employment by an employer,
  - (ii) the suspension of work by an employer, or
  - (iii) a refusal by an employer to continue to employ employees, for the purpose of compelling the employer's employees, or to aid another employer in compelling the employees of that employer, to accept terms or conditions of employment;
- (m) **"On Call"** means the employee must be available and able to reasonably respond to any request to report to duty in the timeframe specified in Part B;
- (n) **"Parties"** means the Employer and the Union;
- (o) **"Strike"** has the same meaning as defined in and permitted by the Code and includes:
- (i) a cessation of work,
  - (ii) a refusal to work, or
  - (iii) a refusal to continue to work, by 2 or more employees acting in combination or in concert or in accordance with a common understanding for the purpose of compelling their employer or an employers' organization to agree to terms or conditions of employment or to aid other employees to compel their employer or an employers' organization to accept terms or conditions of employment;
- (p) **"Umpire"** means the persons identified in Article 11 of this Agreement and if that person is unavailable, a person appointed by the Commissioner;
- (q) **"Union"** means the Alberta Union of Provincial Employees;
- (r) **"Union Designate"** means a person designated by the Union to act in that capacity;

### ARTICLE 3 – PROCESS FOR NEGOTIATING STAFFING PLANS

- 3.1 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 (see Part B).
- 3.2 During local staffing plan discussions the Employer shall provide the Union relevant information regarding staffing for each Unit / Area, Department, for example:
- (a) Normal hours of operation;
  - (b) Current staffing plans;
  - (c) Policies and practices regarding when and if staff are normally replaced if absent;
  - (d) Current status of employees (e.g. actively working, on Leave of Absence, or employees with restrictions);
  - (e) Employee contact information;
  - (f) Seasonal closures, or reductions in services;
  - (g) Prior to filing with the Commissioner, the Employer will provide the Union with the number Out of Scope Persons, including qualifications, by site.

#### ARTICLE 4 – PROCESS FOR ASSIGNING DESIGNATED ESSENTIAL SERVICES WORKERS

- 4.1 Within two weeks of receiving a request from the Union, or at the same time as an Employer application for a lockout poll, whichever occurs first, the Employer will provide the Union with a list of Bargaining Unit Members inclusive of casuals and relief workers to work as Designated Essential Services Workers for each position identified in Part B. For each Bargaining Unit Member, the list will include:
- (a) Name;
  - (b) Worksite Location, Department, Unit, and Shift Pattern;
  - (c) Position title;
  - (d) Classification;
  - (e) Most recent contact information; and
  - (f) To the best of the Employer's knowledge, current status (e.g. active, leave of absence) and any known work restrictions.
- 4.2 At the same time that the Employer provides the Union with the information in Article 4.1, the Employer will provide the Union with the following:
- (a) A list of worksite contacts for scheduling purposes;
  - (b) Notification of any acuity level changes at the site that would change the required level of Essential Services;
  - (c) Process for assigning Capable and Qualified Persons;
  - (d) Process for replacing Capable and Qualified Persons; and
  - (e) Updated volunteer information if different from the information provided to the union in Article 7.
- 4.3 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) The Employer shall provide one full week schedule to be effective the first day of the strike or lockout with out of scope employees and designated essential service workers assigned to shifts no later than 48 hours after notice of strike or lockout at impacted sites. Included with the first full week's Essential Services' schedule shall be a copy of the current schedule and a list of bargaining unit members who typically work in the unit/department, including Casual/Relief staff. The list of bargaining unit members will include contact information, their classification and any skills or qualifications relevant to scheduling.

The Employer's selection of DESW's to shifts in the first week is not subject to any challenge, including but not limited to challenge on the basis of equitable distribution.

(c) 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;

(d) 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.

(e) Subject to the completion of 6.3, the Employer shall provide the one full week schedule of Out of Scope Employees to be effective after the first week and each subsequent week of the strike or lockout 72 hours prior to the first day of the next schedule. The Union shall schedule the DESW's and provide the ES schedule to the Employer and DESWs no later than 24 hours before the next schedule is initiated.

- 4.4 The Union shall be responsible for assigning capable and qualified Designated Essential Services Workers for all replacement shifts effective day one of the strike or lockout, and after the first week for assigning capable and qualified designated essential services workers to all shifts and ensuring 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 unit/area, department and program, and has been oriented to the unit/area.
- 4.5 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 in order 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.
- 4.6 During the cooling off period as defined in the Labour Relations Code, the Union will provide the Employer with a list of Union Designates and/or worksite contacts for each site for the purposes of implementing the Agreement.
- 4.7 Unless otherwise indicated in Part B of the Agreement, a Designated Essential Services Worker will be required to work the shift in its entirety to ensure the effective delivery of Essential Services duties. Exceptions may include but are not limited to sudden onset of illness, personal or family emergency or the completion of Essential Services duties.
- 4.8 Both Parties acknowledge the benefits of having workspace in near proximity to the impacted site(s) that will help facilitate ongoing communication between the Employer Designate and Union Designate who are responsible for ensuring essential services and administering the Agreement. In the event of a strike or lockout, the Employer shall provide the Union with an exclusive-use, on-site facilities available with a telephone line at each impacted Employer site for the duration of the dispute.

- 4.9 During a strike or lockout, a Union Designate shall only access the workspace for the purposes of verifying assignment of Designated Essential Services Workers and OOS persons, as well as other responsibilities as outlined in the Agreement. The Employer Designate may accompany the Union Designate outside of the exclusive-use workspace while on site.
- 4.10 Where an on-site location is not available, the parties shall agree to an alternate site or other arrangement to be cost shared on a 50/50 basis. (i.e., a trailer).
- 4.11 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 Agreement.

#### **ARTICLE 5 – PERMITTED CHANGES TO TERMS AND CONDITIONS OF EMPLOYMENT**

- 5.1 Upon the commencement of a Strike or Lockout, the terms and conditions of the Collective Agreement shall not apply to employees on Strike or Lockout; however, benefits coverage will be maintained for all eligible Employees as per Article 21 of the Collective Agreement and Article 5.9 in this Agreement.
- 5.2 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.
- 5.3 The Collective Agreement shall remain in full force and effect for Designated Essential Services Workers (including those recalled under Article 26) performing Essential Services during a Strike or Lockout, except as amended in Article 5.4 of this Agreement, or in Part B.
- 5.4 The following articles in the Collective Agreement shall not apply to Designated Essential Services Workers performing essential services:
  - (i) Article 12 (Hours of Work)
  - (ii) Article 13 (Overtime)
  - (iii) LOU # 6 (ON-CALL DUTY/CALL-BACK FOR MAINTENANCE WORKERS)
- 5.5 The development and implementation of Part B staffing plans may result in changes to affected Designated Essential Service Workers' regularly scheduled hours of work. Where a Designated Essential Service Worker's hours of work are reduced due to the operation of part B staffing plans, for the duration of a strike or lockout this does not constitute a layoff of the employee under Article 26 Layoff/Recall.
- 5.6 The following on-call provisions apply to Designated Essential Services Workers:
  - (a) The words "on-call duty" shall be deemed to mean any period during which a Designated Essential Services Worker is assigned an on-call shift in a staffing plan as identified in Part B of this Agreement.

- (b) The Employer shall pay \$4.25 per hour to a Designated Essential Services Worker who is assigned on-call duty.
  - (c) If a Designated Essential Services Worker is called back to duty from on-call duty, they shall be paid for all hours worked at the basic rate or, if applicable, at the overtime rate in accordance with Article 5.6.
  - (d) Where a Designated Essential Services Worker has previously worked during the calendar day and is called back to duty from on call duty they shall be reimbursed for a round trip between their place of work and their home at the Government of Alberta rates per kilometer.
- 5.7 Designated Essential Services Workers are eligible for overtime at two times (2X) their basic rate pay for:
- (a) (i) any time worked in excess of seven and three-quarter (7 3/4) hours during any one (1) day; or
  - (ii) any time worked in excess of the daily hours for Employees who are scheduled to work a Modified Hours work day; or
  - (iii) any time worked in worked in excess of the total hours of work assigned to a full-time position in each consecutive and non-inclusive fourteen (14) calendar day period [i.e. seventy-seven point five (77.5) hours] commencing the date of a Strike or Lockout.
- (b) All overtime will be paid out on the subsequent pay period, no banking of hours during a strike or lockout will be permissible.
- 5.8 Designated Essential Services Workers shall be provided with an unpaid meal break for not less than one-half (1/2) hour for shifts worked greater than four (4) hours. If a Designated Essential Services Worker is recalled to duty during a meal break, compensating time shall be provided later in the shift or paid to the Employee at two times (2X) their Basic Rate of Pay.
- 5.9 Designated Essential Services Workers shall be permitted one (1) paid rest period of fifteen (15) minutes during each full period of three point eight seven five (3.875) hours worked, the time of which shall be scheduled by the Employer. If an Employee is unable to take their paid rest period, or is recalled from their paid rest period, compensating time shall be provided later in their shift or paid to the Employee at an additional two times (2X) their Basic Rate of Pay.
- 5.10 Benefits coverage will be maintained for all eligible Employees as per Article 21 of the Collective Agreement. Those employees who were qualified for and in receipt of benefits prior to the Strike or Lockout will continue to receive benefits during the period of the strike or lockout on the following basis:

- a) The Union will reimburse the Employer for full premium costs prorated to account for any hours worked by Designated Essential Service Workers during the Strike or Lockout.
- b) The Union's portion of the Employers' associated cost under the Collective Agreement will be billed to the Union no later than 60 days following the conclusion of a strike or lockout. The Union shall submit payment no later than 60 days following receipt of the invoice.

#### **ARTICLE 6 –ASSIGNING OF OUT OF SCOPE EMPLOYEES**

- 6.1 After the appointment of a Mediator, within two weeks of request from the Union, the Employer will provide an updated list of all Out of Scope individuals who are capable and qualified to perform work as a Designated Essential Service Worker.
- 6.2 The Employer shall utilize the services of its Out of Scope employees, who are capable and qualified, to the fullest extent possible with the focus being on the delivery of Bargaining Unit Essential Services duties. The Parties agree that the Out of Scope individuals who are performing Essential Services may also need to perform critical, time sensitive managerial functions.
- 6.3 The Employer shall be responsible for assigning Out of Scope Employees to fill positions for specific shifts. The Employer shall inform the Union of the number of Out of Scope Employees assigned to any particular shift. These Out of Scope Employees 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 positions in a specific classification are essential for a specific shift, and there are two capable, qualified, and available Out of Scope Employees, the Employer or the Union as applicable, shall be responsible for assigning one Designated Essential Services Worker.
- 6.4 Where the Employer has previously advised the Union that a Out of Scope Employee is assigned to a particular shift, and that Out of Scope Employee is unable to report for their assigned shift, the Employer will make every reasonable effort to fill the shift with an alternate Out of Scope Employee. If no alternate Out of Scope Employee is available, the Employer shall inform the Union, and the Union will assign a Designated Essential Services Worker to fill the shift.
- 6.5 If a dispute arises as to the utilization and scheduling of an Out of Scope person, upon the Union's request, the Employer will provide detailed information to the Union. A Designated Essential Service Worker will be assigned to cover the shift not able to be filled by the Out of Scope person until such time as any dispute is fully resolved in accordance with Article 11 of this Agreement.

## **ARTICLE 7 – VOLUNTEERS**

- 7.1 The Employer shall provide the Union with a list identifying all volunteers who are expected to perform volunteer duties during the Strike or Lockout, and where they usually perform their volunteer duties. The scope of practice for volunteers shall not be expanded.

## **ARTICLE 8 – PROHIBITION ON REPLACEMENT WORKERS**

- 8.1 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 unless they are a Designated Essential Services Worker;
  - (b) Increase the scope of work performed by contracted out services;
  - (c) Assign work that would normally be performed by an employee in the bargaining unit that is on strike or lockout to employees in other bargaining units; or
  - (d) Hire additional persons to perform work normally performed by a Bargaining Unit Member that is on Strike or Lockout.

## **ARTICLE 9 – RESPONDING TO EMERGENCIES**

- 9.1 Where an Emergency occurs during a Strike or Lockout, the Employer may recall Bargaining Unit Members to the extent necessary to respond to the Emergency.
- 9.2 Where an Emergency that cannot be responded to safely by the number of Designated Essential Services Workers and Out of Scope persons available as per Part B of this Agreement, the Employer will immediately contact the Union to provide the Union with a verbal summary of the situation and advise of the number of additional Designated Essential Services Workers that are required to appropriately respond to the situation.
- 9.3 The Union shall immediately comply with the request to ensure that the additional Designated Essential Services Workers arrive as soon as reasonably possible and within any time limits as prescribed by the staffing plans.
- 9.4 If requested, the Employer will provide the Union with written documentation to support the request in a reasonable time frame.
- 9.5 During an Emergency where Bargaining Unit Members are recalled, the Employer will provide the Union with reasonable updates as to the status of the Emergency, including its anticipated duration.
- 9.6 Where a Strike or Lockout is still in effect and the Employer determines that some or all recalled Bargaining Unit Members are no longer required to respond to the Emergency, the Employer will release those unrequired Bargaining Unit Members in an orderly manner as soon as reasonably possible.

- 9.7 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, the Designated Essential Service Workers will perform the work in question immediately and without delay. If such a dispute arises the dispute will be addressed in accordance with Article 11 of this Agreement.

#### **ARTICLE 10 – CHANGES IN CIRCUMSTANCES AND AMENDMENTS TO THIS AGREEMENT**

- 10.1 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.
- 10.2 If the Parties are unable to agree on an amendment proposed under Article 10.1, either Party may apply to the Umpire or Commissioner to mediate or settle the proposed amendment.
- 10.3 Despite Articles 10.1 and 10.2, 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.

#### **ARTICLE 11 – DISPUTE RESOLUTION AND UMPIRES**

- 11.1 The Parties agree to make every reasonable effort to resolve Essential Services Agreement disputes through negotiations between a Union designate and an Employer designate before referring the matter to an Umpire.
- 11.2 In an effort to resolve a dispute, the Parties may choose to make use of identified worksite contacts during informal resolution of disputes and during the referral to an Umpire. The Parties will exchange lists of worksite contacts 24 hours prior to a Strike or Lockout.
- 11.3 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.
- 11.4 When either Party refers a dispute to the Umpire, they may also choose to make an application to the Umpire for an immediate interim order to have the terms of this Agreement enforced until such a time that the Umpire resolves the matter.
- 11.5 Unless otherwise agreed to by the Parties, when a dispute is referred to an Umpire, it will be heard within twenty-four (24) hours of the referral. A decision will be rendered as quickly as possible, but in any event no longer than forty-eight (48) hours from the date of referral.

- 11.6 The Parties agree to Michael Hughes as the Chief Umpire for the purpose of this Agreement. The Parties further agree to appoint Rick Wilson as the Deputy Umpire to hear a dispute for the purpose of this agreement if the Chief Umpire is unavailable.
- 11.7 If any of the Umpires from 11.6 are unable to hear an application and resolve the dispute in the aforementioned time period, the Parties may apply to the Commissioner to appoint an Umpire or otherwise resolve the dispute.
- 11.8 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.

#### **ARTICLE 12 – COMMUNICATION**

- 12.1 The Parties agree to develop a joint communication for the purpose of informing all employees of their obligations during a strike or lockout, including but not limited to:
- (a) The assignment of and reporting for essential shifts;
  - (b) Reporting to work on time and within the prescribed time limits when placed on-call;
  - (c) Completion of Essential Services duties;
  - (d) Protocol for calling in sick;
  - (e) Protocol for leaves of absence;
  - (f) Protocol for reporting to work when responding to emergencies, unanticipated or foreseeable changes to the Essential Services; and
  - (g) Protocol for discussing the strike or lockout while on site.

The communication is to be finalized and distributed no later than 24 hours following the conclusion of the cooling off period.

#### **ARTICLE 13 – TERM OF THE ESSENTIAL SERVICES AGREEMENT**

- 13.1 This Agreement shall be in effect until the Parties have ratified a new collective agreement, or a new collective agreement is arrived at by some other means in accordance with the Code.

#### **ARTICLE 14 – NOTICE**

- 14.1 Where notice is required or permitted to be given under the Agreement, it may be delivered personally, by registered mail, signed receipt courier or facsimile.
- 14.2 Notice to the Employer shall be provided to:

Manager, Labour Relations  
Covenant Health  
10130 112 ST NW

Edmonton, AB T5K 2K4  
labour.relations@covenanthealth.ca

14.3 Notice to the Union shall be provided to:

President  
Alberta Union of Provincial Employees  
10025 182 ST  
Edmonton, AB T5S 0P7  
Facsimile: 780-930-3397

#### **ARTICLE 15 - STRIKE OR LOCKOUT NOTICES**

- 15.1 The parties agree that notice of the date, time, and initial location(s) to commence a Strike or Lockout under Section 78 of the *Code* shall be at least seventy-two (72) hours.
- 15.2 Following the commencement of a Strike or Lockout, any changes must be served in writing on the other party with at least seventy-two (72) hours' notice of the date, time, and impacted location(s).

#### **ARTICLE 16 – ACCESS AND EGRESS**

- 16.1 The Union will provide unrestricted access and egress for emergency vehicles (ambulances, fire trucks, law enforcement) blood, oxygen, emergency equipment and emergency supplies.
- 16.2 Vehicles delivering food supplies and any other person or delivery required for the continued operation of the facilities and essential services will not be unreasonably impeded.
- 16.2 During the cooling off period, the Employer will provide a map of the Employer site to the Union including:
- (a) Facilities located on each site;
  - (b) Main entrance and emergency department entrance; (if necessary)
  - (c) Parking area;
  - (d) Area for deliveries;
  - (e) Public Transportation route and stop locations (if route/stops transits Employer property); and
  - (f) Any other items the parties deem necessary.

SIGNED ON BEHALF OF THE EMPLOYER

  
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TITLE Acting Director, Labour Relations

DATE: March 9, 2026

SIGNED ON BEHALF OF THE UNION

  
\_\_\_\_\_

President

March 25, 2026