

ESSENTIAL SERVICES AGREEMENT

between

**ALBERTA HEALTH SERVICES, RECOVERY ALBERTA, PRIMARY CARE ALBERTA,
ACUTE CARE ALBERTA**

(hereinafter referred to as the "Employer")

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

on behalf of the **Auxiliary Nursing Care** bargaining unit

(hereinafter referred to as the "Union")

PART I: MASTER AGREEMENT

1. PREAMBLE AND PURPOSE

- 1.01 The parties, in accordance with the *Alberta Labour Relations Code* (the "Code"), acknowledge the requirement of an Essential Services Agreement (ESA) to ensure the continued provision of Essential Services in the event of a strike or lockout.
- 1.02 The Employer acknowledges the right of employees in the bargaining unit to withhold their labour and strike in accordance with the ESA and applicable law.
- 1.03 The Union acknowledges the right of the Employer to lockout employees in the bargaining unit in accordance with the ESA and applicable law.
- 1.04 The Employer has elected to use Designated Essential Services Workers during a strike or lockout.

In recognition of this, the parties agree as follows:

2. PARTIES

- 2.01 The parties to this Agreement are **Alberta Health Services, Primary Care Alberta, Recovery Alberta and Acute Care Alberta** ("the Employer") and **Alberta Union of Provincial Employees** ("the Union").

3. TERM OF THE ESSENTIAL SERVICES AGREEMENT

- 3.01 This ESA shall be in effect until the parties have ratified a new collective agreement.



4. DEFINITIONS

4.01 The following terms shall have the meanings ascribed to them:

- (a) **“Agreement”** means this Essential Services Agreement;
- (b) **“Bargaining Unit Members”** means those employees who are members of AUPE as defined by certificate numbers C2356-2025 or C2306-2024 or 98-2017 as applicable (Acute Care Alberta does not have a certificate number as per the writing of this agreement);
- (c) **“Code”** means the *Labour Relations Code* RSA 2000,c L-1;
- (d) **“Commissioner”** means Alberta’s Essential Services Commissioner and has the same meaning as defined in the Code;
- (e) **“Designated Essential Services Worker”** (DESW) means a member of the bargaining unit who is required to perform Essential Services under this Agreement;
- (f) **“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.
- (g) **“Employer Representative”** means a person designated by the Employer to act in that capacity;
- (h) **“Essential Services”** are those services:
 - (i) the interruption of which would endanger the life, personal safety or health of the public, or
 - (ii) that are necessary to the maintenance and administration of the rule of law or public security.
- (i) **“Lockout”** has the same meaning as defined in and permitted by the Code;
- (j) **“Non-Union Exempt Employee”** (NUEE) means an individual identified in Section 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;
- (k) **“immediate standby”** means the employee is on site in a disclosed location, ready to work and will report to the unit or program area immediately when contacted;
- (l) **“Strike”** has the same meaning as defined in and permitted by the Code;
- (m) **“Umpire”** means the persons identified in article 6 of this Agreement and if that person is unavailable, a person appointed by the Commissioner;

(n) **“Union Representative”** means a person designated by the Union to act in that capacity.

4.02 The following interpretive guides apply to this Agreement:

- (a) Whenever the singular is used, it shall be deemed to extend to and include the plural and vice versa,
- (b) The headings in this Agreement have been included for convenience only and they do not define, limit or enlarge the scope or meaning of this Agreement or any part of it.

5. STRIKE OR LOCKOUT NOTICES

5.01 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.

5.02 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).

6. UMPIRES

6.01 The parties agree to select Rick Wilson as the 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 master agreement ESA; and
- (d) be available during a strike or lockout for a timely resolution of master agreement ESA disputes.

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

6.02 The parties agree to create a roster of deputy umpires (see Appendix A). The role of the deputy umpire is to:

- (a) assist the parties in reaching 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 as outlined in 6.01.

7. PROCESS FOR NEGOTIATING STAFFING PLANS AND SHARING OF RELEVANT INFORMATION

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 over a seven-day period (see Appendix B).

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

- a) staffing for each Unit / Area, Department, and Site (e.g. normal hours of operation, schedules, rotations, whether staff are normally replaced during absences);
- b) process for assigning NUEEs;
- c) process for replacing NUEEs;
- d) list of all bargaining unit members including their contact information on file, classification, site(s) and status (actively working, and LOA);
- e) list of all employees in the bargaining unit with medical restrictions (to the extent this information is available);
- f) list of all NUEEs, by site who are capable, qualified and available to perform work of an employee on strike or lockout;
- g) number of volunteers by site and a list of their usual responsibilities and schedules (if available)
- h) name(s) and contact information of Employer representative(s) for each site 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 in advance of any local staffing plan discussions, (b) and (c) shall be provided upon request when strike or lockout notice is given, (d) shall be provided upon request, but no sooner than the appointment of a mediator , (f) shall be provided within 24 hours of notice of strike or lockout and (e), (g) and (h) shall be provided upon request but no later than 24 hours after the conclusion of the cooling off period.

7.03 The Union shall provide the Employer 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 Union representatives who will require access to the Essential Services IT Application;
- (d) names and contact information of Union representative(s) for each site responsible for:
 - i. assigning, finding replacements 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;

The information in (a) and (b) shall be provided upon request when strike or lockout notice is given, (c) shall be provided no sooner than the cooling off period, and (d) shall be provided upon request, but no later than 24 hours after the conclusion of the cooling-off period.

- 7.04 The parties agree to exchange information related to who has authority to negotiate the staffing plans and who has final signing authority.

8. PROCESS FOR ASSIGNING DESIGNATED ESSENTIAL SERVICES WORKERS AND NON-UNION EXEMPT 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) The Employer shall provide one full week schedule to be effective the first day of the strike or lockout with non-union exempt 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.
 - (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 general support 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 8.03 below, the Employer shall provide the one full week schedule of NUÉE's 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.

- 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. If a dispute arises as to the utilization and scheduling of NUEEs, the Union will provide such Designated Essential Services Workers to cover shifts not able to be filled by the NUEEs until such time as any dispute is fully resolved in accordance with Section 12 of this Agreement.
- 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 positions in a specific classification are essential for a specific shift, and there are two capable, qualified, and available NUEEs, the Employer or the Union as applicable, shall be responsible for assigning one Designated Essential Services Worker.
- 8.04 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 an alternate NUEE. If no alternate NUEE is available, the Employer shall inform the Union, and the Union will assign a Designated Essential Services Worker to fill the shift.
- 8.05 The Union shall be responsible for assigning capable and qualified Designated Essential Services Workers for all replacement shifts 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.
- 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 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.
- 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 and replacements, as necessary. In the event of a strike or lockout, the Employer shall attempt to provide the Union with an exclusive-use, furnished workspace with a telephone line at each impacted Employer site for the duration of the dispute. In the event that such workspace is not available, the parties will procure an alternative mutually agreed upon space in proximity to the site, and the cost shall be shared 50/50.

- 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 and replacing Designated Essential Services Workers and other responsibilities as outlined in the ESA. The site may require that the Union representative be accompanied by an Employer official at all times.

9. TERMS & CONDITIONS OF EMPLOYEES

- 9.01 All applicable terms and conditions of employment for Designated Essential Services Workers, including wages and other remuneration, will be agreed between the Parties and outlined in Appendix C. All matters in dispute may be referred to the Umpire as per Section 12 of this Agreement.

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 unless they are a Designated Essential Services Worker;
 - (b) increase the scope of work performed by volunteers or 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 an employee in the bargaining unit that is on strike or lockout

11. RESPONDING TO EMERGENCIES, 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 Designated Essential Services Workers that are required to appropriately respond to the situation.
- 11.02 The Union will ensure that Bargaining Unit Members will be available in the event of any Emergency or disaster situation and will provide additional Designated Essential Services Workers as soon as possible.
- 11.03 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 Designated Essential Services Workers arrive as soon as reasonably possible and within any time

limits as prescribed on the staffing plan. If requested, the Employer will provide the Union with a written documentation to support the request in a reasonable time frame.

- 11.04 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. When the additional bargaining unit members are no longer required to respond to the emergency, the Employer will release those no longer required.
- 11.05 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 Designated Essential Service Worker(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 Agreement.
- 11.06 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.

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, by either or both parties, to the Umpire. The Umpire shall hear the dispute within twenty-four (24) hours of the referral. The Umpire will render his or her decision as quickly as possible, but in no event longer than forty-eight (48) hours after hearing the dispute unless the parties agree otherwise.
- 12.03 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.
- 12.04 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. COMMUNICATION

- 13.01 The parties shall make all reasonable efforts to ensure the public is aware of the impact, or potential impact, on services as a result of the strike or lockout.

- 13.02 The parties agree to develop a joint communication for the purpose of informing employees in the bargaining unit of their obligations during a strike or lockout, including but not limited to:
- (a) reporting for assigned shifts;
 - (b) reporting to work on time and within the prescribed time limits when placed on-call or immediate standby (applicable to AUX only);
 - (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, unanticipated or foreseeable changes to the Essential Services;
 - (g) protocol for handling work place grievances;
 - (h) 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.

14. AMENDING THE ESSENTIAL SERVICES AGREEMENT

- 14.01 Any terms, including the terms of the staffing plans (i.e. Appendix B), may be amended by agreement of the parties. In the event the parties do not agree on an amendment, the dispute shall be resolved as per Section 12 of this Agreement.
- 14.02 Notwithstanding Article 14.01, 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.

PART II: APPENDICES

- APPENDIX A:** ROSTER OF DEPUTY UMPIRES
APPENDIX B: STAFFING PLANS
APPENDIX C: TERMS & CONDITIONS OF EMPLOYEES
APPENDIX D: REIMBURSEMENT OF COSTS TO MAINTAIN EMPLOYEE BENEFITS

APPENDIX C

TERMS & CONDITIONS OF DESWs

1. Upon the commencement of a strike or lockout, the terms and conditions of the Collective Agreement:
 - a) Shall not apply to Employees on strike or lockout; however, benefits coverage will be maintained for all eligible Employees as per Article 24 of the Collective Agreement and the Union agrees to reimburse the Employer for the associated costs in accordance with Appendix D;
 - b) Shall continue to apply to Designated Essential Service Workers performing Essential Services except as amended as follows:
2. The following articles in the Collective Agreement shall not apply:
 - (a) Article 2.11
 - (b) Articles 12A, 12B, 29A, 29B, 29C (except 29C.04 to apply to all DESWs), 40A, 40B and 40C (Hours of Work)
 - (c) Article 13
 - (d) Article 19 (On-call Duty)
 - (e) Article 22 – Named Holidays
 - (f) Article 23 - Vacation
 - (g) Article 25 – Sick Leave
 - (h) Article 27 – Leave of Absence except 27.03, 27.04, 27.05, 33.12 33.13
 - (i) DESW's shall be automatically excused from the requirement to attend to a essential service shift for the following reasons:
 - (i) Bereavement for individuals as outlined in Article 27.05, (without pay)
 - (ii) Maternity Leave (no impact to maternity leave benefits)
 - (iii) Parental Leave (without pay)
 - (iv) Commenced Leave for Public Office (without pay)
 - (v) Caregiver Leaves (with or without pay as applicable)
 - (vi) Commenced Military Leave (without pay)
 - (vii) Death or Disappearance of a Child (without pay)
 - (viii) Domestic Violence Leave (with or without pay as applicable)
 - (ix) Any other reason acceptable to the Employer or Union as applicable, without pay.

DESWs will be assigned shifts in accordance with Article 8 of this Essential Services Agreement (ESA) and the Staffing Plans in Appendix B. DESWs may be excused from the

obligation to attend to a scheduled essential services shift for reasons acceptable to the Employer or Union as applicable, however, unless statutorily obligated as per the *Employment Standards Code* or other applicable legislation, such absence will be without compensation.

3. The following provisions are intended to provide clarity with respect to the treatment of approved leave at the time that notice of job action is provided. They are to be read as superseding any articles that are contradictory to their intent and/or cannot be read in harmony with them.

As it relates to:

(a) Approved Leave at the time notice of job action is provided/received

- (i) Provided that there are sufficient DESWs to deliver essential services, employees with pre-booked leave (as of the day notice is provided for job action as per 5.01 of this ESA) may be excused from the requirement to be scheduled for essential services shifts. However, pre-booked leave with pay that falls within the calendar timeline of the job action shall be without pay. In the case of vacation, provided that the requirements for payout of vacation leave have been met, such Employee may have the corresponding vacation leave paid out at the conclusion of the job action. Otherwise, such days will be reinstated to the Employee's vacation bank to be utilized during the remainder of the current vacation year.
- (ii) In the event that pre-booked vacation must be cancelled in order to ensure the delivery of essential services, only those days within the calendar period of the job action will be impacted. Such days will be reinstated to the Employee's vacation bank to be utilized during the remainder of the current vacation year. Article 21.08 shall not apply in the event that vacation is cancelled due to a job action.
- (iii) Vacation leave requests will not be approved following issuance of notice of job action until its conclusion.

(b) Sick Leave during a Job Action

- (i) Except for Article 25.02 and 25.05, the provisions of Article 25 are suspended during a Job Action.
- (ii) Employees on sick leave that commenced prior to the provision of notice as per 5.01 of this ESA shall remain on sick leave with or without pay as applicable in their circumstances during the duration of the job action under the terms of the collective agreement.
- (iii) Once notice of job action has been provided as per 5.01 of this ESA, Employees will only be entitled to be excused from attendance to essential services shifts without pay until the conclusion of the job action.

4. The following on-call provisions apply to Designated Essential Services Workers:

- (a)(i) 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 7.01 of this Agreement.

- (ii) The Employer shall pay \$4.50 per hour to a Designated Essential Services Worker who is assigned on-call duty.
 - (iii) 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 of pay or, if applicable, the overtime rate set out in 5(a).
 - (iv) 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.
 - (b)(i) The words "immediate standby" shall be deemed to mean any period during which a Designated Essential Services Worker is assigned immediate standby in a staffing plan as identified in 7.01 of this Agreement.
 - (ii) The Employer shall pay Designated Essential Services Workers assigned immediate standby 50% of their Basic Rate of Pay or \$15.00 per hour, whichever is greater.
 - (iii) If a Designated Essential Services Worker is called back to duty from immediate standby, they shall be paid for all hours worked at the basic rate of pay or, if applicable, the overtime rate set out in 5(a).
5. 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 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 averaged over one (1) complete cycle of the shift schedule.
- (b) The Union will make all reasonable efforts to ensure that overtime is avoided when assigning and filling shifts. Except in cases of emergency, the Union must consult the Employer prior to filling an essential shift which will result in overtime costs.
- (c) All overtime will be paid out on the subsequent pay period, no banking of hours during a strike or lockout will be permissible.
6. (a) 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 five (5) 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.

- (b) 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 one times (1X) their Basic Rate of Pay.

APPENDIX D

REIMBURSEMENT OF COSTS TO MAINTAIN EMPLOYEE BENEFITS

The Parties recognize the importance of the maintenance of benefits during a strike or lockout for striking or locked out employees. In recognition of this, at the commencement of a strike or lockout, the Employer will maintain coverage for all employees enrolled in Employee Benefits as per Article 24 of the Collective Agreement, and the Union will reimburse the Employer for the associated costs to maintain benefits for employees on strike or lockout.

Given the difficulty in determining an exact breakdown of the cost per employee and how much each employee works as a Designated Essential Services Worker during a strike or lockout, as a general principle, each site will have a corresponding amount that represents the daily cost to maintain benefits for employees on strike or lockout. In order to determine the daily cost per site, the Parties agree as follows:

- a) Using the staff plan information as filed and accepted with the Essential Services Commissioner, the Parties will document:
 - i. The list of sites
 - ii. The total weekly current regular staffing hours for each site
 - iii. The total weekly current regular staffing hours for the bargaining unit
 - iv. The total weekly essential regular staffing and immediate standby hours for each site
 - v. The essential staffing percentage for each site
- b) Using the Essential Services IT Application, the total weekly current regular hours for each site will be divided by the total weekly current regular hours for the bargaining unit as a whole, in order to determine the ratio each site represents.
- c) The monthly Employer benefits costs will be multiplied by the ratio for each site, in order to determine the monthly Employer benefits costs for each site.
- d) Using the essential staffing percentage for each site (including employees scheduled on immediate standby), identify the remaining percentage that is not working.
- e) Using that percentage, multiple it by the monthly Employer benefits costs for each site to determine the monthly Union benefits costs for each site.
- f) Divide the monthly Union benefits costs for each site by the number of days in the month to determine the daily Union benefits cost for each site.
- g) Track and apply which sites were on strike or lockout and how many days. A strike or lockout that occurs for any length of time during a calendar day, is considered a day.

The Employer associated costs, as determined above, will be billed to the Union no later than sixty (60) days following the conclusion of the strike or lockout. The Union will submit payment to the Employer no later than sixty (60) days following receipt of the invoice.

SIGNED ON BEHALF OF THE EMPLOYER



DATE: July 16, 2025

SIGNED ON BEHALF OF THE UNION



DATE: July 16, 2025