

THIS AGREEMENT made and entered into this 24th day of June, A.D.2021

BETWEEN: 101072099 SASKATCHEWAN LTD., OPERATING AS
THE HOLIDAY EXPRESS INN AND SUITES, IN THE
CITY OF REGINA, SASKATCHEWAN

OF THE FIRST PART

AND: SASKATCHEWAN JOINT BOARD, RETAIL,
WHOLESALE AND DEPARTMENT STORE UNION

OF THE SECOND PART

AGREEMENT



Expires: June 30, 2025

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THIS AGREEMENT made and entered into this 26th day of June, A.D. 2023

BETWEEN: 101072099 SASKATCHEWAN LTD., Operating as the Holiday Inn Express and Suites, in the City of Regina, in the Province of Saskatchewan, hereinafter referred to as the “Company”

OF THE FIRST PART

AND: SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, hereinafter referred to as the “Union”

OF THE SECOND PART

ARTICLE 1 – PURPOSE

- 1.01 The parties hereto agree that the purpose of this Agreement shall be to set forth the terms and conditions of employment, relating to the hours of work, rates of pay and other working conditions affecting the employees covered by this Agreement and to provide for a means of settling grievances of employees.
- 1.02 It is a further purpose to prevent waste, unnecessary expense and avoidable delays in carrying on the work of the Company. The parties agree to co-operate to ensure the comfort and enjoyment of guests of the **Hotel**, recognizing the principle that the customer comes first.

ARTICLE 2 – RECOGNITION

- 2.01 The Company recognizes the Union as the sole collective bargaining agency for the employees covered by this Agreement, and agrees to negotiate with the Union in respect of rates of pay, hours of work, or other working conditions of employees covered by this Agreement.

ARTICLE 3 – SCOPE

- 3.01 This Agreement shall cover all employees employed by the Company, operating as the Holiday Inn Express and Suites in the City of Regina, Saskatchewan except for the General Manager, Assistant General Manager, Guest Services Manager and **Maintenance Manager**.

ARTICLE 4 - CLARIFICATION OF TERMS

- 4.01 The use in this Collective Bargaining Agreement of:
- (a) the word “Agreement” shall mean this Collective Bargaining Agreement;

- (b) the words “he/she”, “him/her” or “his/her” shall mean any employee, male or female;
- (c) the word “employee” or “employees” shall mean any person or persons covered by this Agreement;
- (d) “qualifications” means the ability to satisfactorily perform the duties of a position including general appearance and aptitude to meet and handle the public where required.

ARTICLE 5 – UNION SECURITY

5.01 Every employee who is now or hereafter becomes a member of the Union shall maintain his/her membership in the Union as a condition of his/her employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement in his/her employment, apply for and maintain membership in the Union, and maintain membership in the union as a condition of his/her employment, provided that any employee in the appropriate bargaining unit who is not required to maintain his/her membership or apply for and maintain his/her membership in the Union shall, as a condition of his/her employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

5.02 Where membership in a trade union or labour organization is a condition of employment and:

- (a) membership in the trade union is not available to an employee on the same terms and conditions generally applicable to other members; or
- (b) an employee is denied membership in the trade union or his/her membership is terminated for reasons other than the failure of the employee to tender the periodic dues, assessments and initiation fees uniformly required to be paid by all other members of the trade union as a condition of acquiring or maintaining membership;

the employee, if he/she tenders payment of the periodic dues, assessments and initiation fees uniformly required as a condition of acquiring and maintaining membership:

- (c) shall be deemed to maintain his/her membership in the trade union for purposes of this section; and
- (e) shall not lose his/her membership in the trade union for purposes of this section for failure to pay any dues, assessments and initiation fees that are

not uniformly required of all members or that in their application discriminate against any member or members.

- 5.03 No trade union shall require any member to pay an assessment or fine pursuant to subsection (4) unless the constitution of the trade union provides for the assessment or fine prior to the commencement of the strike.
- 5.04 The Company agrees that at each orientation meeting which it holds for new employees, it will provide the Shop Steward with a reasonable period of time to address such new employees for the purpose of acquainting them with the obligations of an employee to the Union.
- 5.05 The Company shall request new employees to complete the Union's application card and dues check-off authorization on the first day of employment.

ARTICLE 6 – MANAGEMENT RIGHTS

- 6.01 The Company has the exclusive right to operate and manage the business and direct the workforce, to control production, to maintain order and efficiency, and to hire, promote, transfer, demote, layoff, and discipline or discharge employees for just cause.
- 6.02 The enumeration of management rights as set out above shall not limit other management rights not specifically set out.
- 6.03 In interpreting and administering the provisions of this Agreement, the Company shall act in good faith and shall not violate any provision or provisions of this Agreement. The Union shall not interfere in the operation of the business unless it is specifically outlined within this Agreement.

ARTICLE 7 – DEDUCTION OF UNION DUES

- 7.01 Upon request in writing of any employee, and upon request of the Union, the Company shall deduct union dues, assessments and initiation fees from the wages due to each employee and shall remit same to the person designated by the Union on or before the 15th day of each month. The Company shall furnish the Union each month with a written list of:
- (a) names of employees, including a listing of all hours worked or paid in the reporting period from whom the deductions have been made;
 - (b) names of employees who have been newly hired, laid off, recalled or terminated;
 - (c) home addresses of all newly hired employees.

- 7.02 Union dues deductions, deducted from the Company payroll during the calendar year, shall be included on the T-4 Income Tax forms that are provide by the Company.

ARTICLE 8 – NO STRIKES/NO LOCKOUTS

- 8.01 No employee bound by this Agreement shall strike during the term of this Agreement and no person, employee or the Union shall declare, authorize or participate in a strike during that term or counsel a strike to be effective during that term.

- 8.02 The Company shall not cause a lockout during the term of this Agreement.

ARTICLE 9 – REST PERIODS/HOURS OF WORK & OVERTIME RATES OF PAY

- 9.01 Employees shall be entitled to paid rest periods as follows:

- (a) an employee who works between four (4) and six (6) hours on a shift shall be granted one (1) fifteen (15) minute rest period, and;
- (b) an employee who works six (6) or more hours on a shift shall be granted two (2) fifteen (15) minute rest periods.

- 9.02 Rest periods for all employees shall not begin until at least one (1) hour after the commencement of work or less than one (1) hour before either the meal period or the end of the shift.

- 9.03 Where in this Agreement reference is made to hours of work, the same is intended to define normal hours of work for determining or calculating what overtime is payable and is not to be construed as a guarantee of work per day or per week, nor as a restriction on the Company's right to schedule and operate its business operations.

- 9.04 A full day shall consist of eight (8) straight time hours. A full week shall consist of forty (40) straight time hours. The Company will make every reasonable effort to grant two (2) consecutive days off to employees who on a regular basis and recurring basis are scheduled to work not less than **thirty-two (32)** hours per week.

- 9.05 Where an employee has been scheduled on a posted schedule to work a shift, and the employee has not been notified before he/she leaves his/her residence not to report and if the employee reports for work and no work is available, the employee so reporting for work shall be in the event provided with a minimum of three (3) hours of work or at the Company's discretion, three (3) hours of pay at straight time wages.

- 9.06 Lunch periods, which shall be unpaid, shall normally not exceed one-half (½) hour per day.
- 9.07 No employee will be requested or permitted to enter into any verbal or written agreements which may conflict with the terms of this Agreement.
- 9.08 The Company shall make every reasonable effort to hold staff meetings during working hours. Management shall have the right to schedule a maximum of one (1) department staff meeting per month. Meeting time shall be paid out only for the length of the meeting with no minimum call-in.
- 9.09 The Company agrees to provide an exterior area equipped with a picnic table and seating in a location to be selected by the Company which may be used by employees during rest periods and meal breaks. Employees shall be responsible for maintenance, repair and cleaning of the rest area. The Company reserves the sole and exclusive right to close or alter the area if any problems are encountered in relation to its upkeep, appearance or use.

OVERTIME RATE OF PAY

- 9.10 All authorized hours worked in excess of eight (8) hours in one day or forty (40) hours in one week shall be paid at a rate of one and one-half (1½) times the employee's straight time wage rate.
- 9.11 Employees shall not be required to take time off regular working hours in lieu of overtime worked, except where there has been mutual agreement between the employee and his supervisor to do so.
- 9.12 Except in the case of a janitor, caretaker, building cleaner or a student as defined in the *Education Act*, an employee who is not advised prior to leaving work, and is called back to work not continuous with his/her regular hours, shall receive not less than three (3) hours work at the appropriate rate of pay.
- 9.13 Where an employee is temporarily assigned to a position outside the scope of this Agreement and is required to work overtime, he/she should be paid overtime rates of pay based on the rates for his/her regular in-scope position.

SCHEDULING

- 9.14 Employees shall be entitled to be scheduled the most available hours on a daily basis based on their seniority and ability. Once scheduled, employees shall be entitled and required to work those hours. Should an employee need to restrict their hours in the upcoming scheduling period, they shall do so in writing to the scheduler, no less than one (1) week prior to the schedule posting. Employees may not restrict during blackout periods. Blackout periods during which

employees cannot restrict without emergent situations are the weeks of the Farm Progress Show, Regina Exhibition and during Agribition.

- (a) No employee currently employed in a guaranteed position shall lose any hours.
 - (b) No employee will work or be paid overtime until all employees who want to work have had the opportunity to fill the shifts based on seniority and ability.
 - (c) There will be no new Union hires into the bargaining unit without notification to the Union within seventy-two (72) hours.
 - (d) All hours worked or paid by the Holiday Inn Express and Suites will be scheduled one (1) week in advance. The Holiday Inn Express and Suites will provide to the Union once a month, with a copy of the schedules, hours worked and wage rates.
 - (e) Contract employees will not be used to fill shifts of Union employees and will be removed from the seniority list.
- 9.15 Shift preference for all employees will be based upon seniority within their department and classification, except for the Housekeeping Department which will be considered a classification for the purpose of scheduling. Full-time employees will be considered senior to part-time employees in the Department and classification.
- 9.16 For the purpose of developing schedules and providing hours for part-time employees, the Company will provide and schedule the maximum hours possible in a day (eight [8] hours) and week (forty [40] hours) within each department without the payment of overtime.
- 9.17 The schedule of hours will be posted by noon on Sunday for the work week beginning the following Sunday. Employees must sign off no later than noon on Tuesday after the schedules have been posted. Shift preference will be based on seniority. In the event that an employee has not selected his/her preference by noon on Tuesday, they waive their right to shift preference in that week and the Company may give that employee whatever unclaimed shift remains in reverse order of seniority. Employees at the Front Desk will be permitted to e-mail shift preferences by noon on Monday following the posting of the schedules.
- 9.18 For the purpose of replacing an employee who is unable to work their scheduled shift, the following rules will apply if the Company has more than six (6) hours' notice that the employee is unable to work:

- (a) part-time employees in the department who are not scheduled for any of the available hours will be called in order of seniority;
 - (b) no employee need be called if it results in overtime or a split shift;
 - (c) if no employee is willing to work the shift, the Company may either hire an employee to complete the assignment or call in employees for overtime in order of seniority. It is understood that all overtime is voluntary.
- 9.19 If an employee, for two (2) consecutive weeks (excluding approved leaves of absence, vacation and illnesses) advised that he/she does not want to be scheduled hours of work based on his/her seniority, he/she will be placed on the bottom of the seniority list in that department. If the employee wishes to increase his/her scheduled hours based on his/her seniority, he/she must wait for a position to become vacant and apply to the posted position in accordance with the provisions of the Collective Agreement.
- 9.20 For the purpose of administering and interpreting the scheduling provisions, the following shall be departments:
- (a) Housekeeping/Laundry
 - (b) Audit/Front Desk
 - (c) Pool
 - (d) Maintenance
- 9.21 Where the senior employee on shift possesses the required qualifications, the Company shall assign such employee the responsibility for training new employees or employees promoted or transferred to new positions. The assigned employee shall receive a **one-dollar (\$1.00)** per hour premium to a maximum of eighty (80) hours while training employees. The assigned employee shall not be assigned more than one (1) employee at a time to train. It is understood that the Housekeeping Supervisor will not receive this premium for the training of new employees.
- 9.22 Employees scheduled for training as outlined above shall not take regularly scheduled hours away from senior employees. Training hours and the names of the employees in training shall be clearly marked by Management on the schedule as such.
- 9.23 Upon the completion of their initial training period, new employees shall go to the start rate for their classification in accordance with Appendix "A".

- 9.24 Employees affected by an operational change in hours shall receive at least two (2) weeks notice.
- 9.25 An employee will be given one (1) week's notice of a change in his/her schedule, but it is recognized that unforeseen or emergency circumstances or other unanticipated situations may result in a schedule being changed. The Company will endeavour in all circumstances to provide as much notice as possible when this occurs.
- 9.26 From time-to-time, Management may be required to temporarily assist employees. However, the Company shall, wherever possible, ensure that the work done is performed by in-scope employees.
- 9.27 The Company agrees to provide training for employees in departments other than their own provided that the Company determines that it is reasonably necessary for the business and can be undertaken in a cost-effective manner. Employees wishing to be trained in another department shall provide a written request to the Company.
- 9.28 The Company will attempt to schedule part-time employees to work in departments other than their own provided:
- (a) there are available hours in the department after all other employees in that department have claimed their hours; and
 - (b) the Company determines that it is reasonably necessary for the business; and
 - (c) it can be undertaken in a cost-effective manner; and
 - (d) the employee is qualified.
- 9.29 The Company acknowledges that for Housekeepers, the target number of rooms to be cleaned per eight (8) hour shift using existing methods and equipment shall be **sixteen (16) rooms, which includes a combination of checkouts and stay-overs.**
- 9.30 Employees shall be in their respective assigned working locations, ready to commence work at their designated starting times and they shall not leave their working locations at times or in a manner inconsistent with the terms of this Agreement.

ARTICLE 10 – WAGE RATES AND JOB CLASSIFICATIONS

- 10.01 Job classifications and the minimum hourly wage rates for all employees covered by this Agreement shall be set out in Appendix “A” of this Agreement.
- 10.02 Pay shall be distributed into the employee’s account two (2) times per month, once in the middle and once at the end of the month within five (5) days after the middle or end of the month. An itemized computation of the employee’s pay and overtime hours of work shall be available at the Holiday Inn Express and Suites on the dates of deposit.
- 10.03 Notwithstanding anything in this Agreement to the contrary, any employee who at the time of signing this Agreement is receiving an hourly wage rate higher than the minimum hourly wage rate for the job he/she is regularly performing, shall not have his/her wage rate reduced so long as he/she remains in that position.
- 10.04 An employee required to temporarily fill a position covered by this Agreement paying a higher rate of pay for a period in excess of one (1) day shall receive the wage rate for the classification he/she is temporarily filling.
- 10.05 Except where caused by a reduction in the workforce, an employee required to temporarily fill a position covered by this Agreement paying a lower wage rate shall not have his/her wage rate reduced to the wage rate for the classification he/she is temporarily filling.
- 10.06 Employees shall receive wage increases and increments as set out in Appendix “A” of this Agreement.
- 10.07 Any new classification or new position coming within the scope of this Agreement which the Company may establish during the term of this Agreement shall be subject to negotiations between the parties. Where agreement is reached, a Supplementary Agreement with respect thereto shall be executed between the Company and the Union.
- 10.08 Employees employed in the Maintenance Department required to use their own vehicle in the performance of their duties shall receive mileage in the amount **equal to the current Federal Government rate** per kilometer. The employee shall receive prior approval from Management and shall provide a daily record to Management.

ARTICLE 11 – PUBLIC HOLIDAYS

11.01 For the purposes of this Agreement, the following shall be considered holidays:

New Year's Day	Family Day	Victoria Day
Good Friday	Canada Day	Saskatchewan Day
Labour Day	Truth & Reconciliation	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day

11.02 In addition to those days set forth in Article 11.01, any other day legislated as a holiday by the Federal or Provincial Governments shall be deemed to be a holiday for the purpose of this Agreement.

11.03 Should any employee be required to perform work on any of the above mentioned holidays, he/she shall receive, in addition to his/her holiday pay, one and one-half (1½) times his/her regular rate for all hours worked on the day.

11.04 Should any of the holidays in Section 11.01 fall on an employee's scheduled day off, another day shall be designated as a day in lieu thereof. The day shall normally be either the preceding scheduled working day or the following scheduled working day. In the event an employee requests a day off other than the preceding or following workday as the designated day, the Company will make every reasonable effort to accommodate the employee's request. In any event, the day in lieu thereof shall be a day which falls within the pay period during which the holiday occurs.

11.05 Employees shall be paid statutory holiday pay as outlined in the following formula:

$$A = \frac{W}{20}$$

A being the amount paid for a statutory holiday;

W being the wages earned in the four (4) weeks immediately preceding a statutory holiday exclusive of overtime.

ARTICLE 12 – ANNUAL VACATIONS

12.01 Employees with less than one (1) year's service will receive vacation with pay in accordance with the *Saskatchewan Employment Act*.

- 12.02 (a) Employees who have worked one (1) year, but less than four (4) years **from their hire date** shall receive three (3) weeks annual vacation with pay, which shall be computed on the basis of six percent (6%) of gross earnings for the preceding year.
- (b) Employees who have worked four (4) consecutive years, but less than eight (8) years **from their hire date** shall receive four (4) weeks annual vacation with pay, which shall be computed on the basis of eight percent (8%) of gross earnings for the preceding year.
- (c) Employees who have worked eight (8) consecutive years or more **from their hire date** shall receive five (5) weeks annual vacation with pay, which shall be computed on the basis of ten percent (10%) of the gross earnings of the preceding year.
- 12.03 If any of the holidays set forth in Article 11 falls within an employee's annual vacation period, he/she shall receive an additional day of vacation with pay which would be taken consecutively with the vacation period.
- 12.04 An employee whose employment is terminated shall receive pay in lieu of vacation as provided in the *Saskatchewan Employment Act*.
- 12.05 Employees shall be required to take all vacation time in the year following the year in which it is earned.

Employees shall be entitled to take a payout in accrued vacation pay in exceptional circumstances without actually taking vacation time. In such a case, the pay will be in the next pay cheque after a request in writing on the employee's time card.

Where an employee receives vacation pay without taking vacation time, the Company shall pay it out on a separate cheque.

Subject to Article 12.06, employees shall be entitled to accrued vacation time without receiving accrued vacation pay.

Employees shall be entitled to receive accrued vacation time in conjunction with receiving their accrued vacation pay if requested in writing on their time card.

Any vacation pay left to an employee's credit shall be paid out in the eleventh (11th) month of that employee's vacation year.

- 12.06 Vacation lists shall be posted in January of each year for the vacation year May 31st to May 30th of the following year. Employees shall indicate their preference of vacation before May 1st for the period May 31st to December 15th and before November 30th for the period December 15th to May 30th. Priority will be given

based on seniority and employees in a guaranteed position shall be considered senior to other employees regardless of the date of hire. The Company shall confirm and post vacation schedules by May 31st and December 15th of each year giving full regard to the departmental person power requirements.

- 12.07 No employees will be granted holidays or book-off privileges, restrictions without emergent situations in their lives during the following high business events: Farm Progress Show, Regina Exhibition and Agribition. Employees shall not be required to work during their vacation.

ARTICLE 13 – SENIORITY AND LAY-OFFS

- 13.01 (a) Seniority is defined as the length of employees' service with the Company. New employees shall be on probation for a period of sixty (60) shifts worked or six (6) months, whichever occurs first during which time they may be laid off or dismissed without reference to seniority.
- (b) Seniority for a given employee shall be calculated on the basis of that employee's date of hire.
- (c) After completion of the probationary period, the employee shall be placed on the seniority list and seniority shall be dated back to the date of hiring.
- (d) Seniority shall be administered on a bargaining unit-wide basis except where otherwise provided in this Agreement.
- (e) For the purposes of administering the lay-off and recall provisions in this Article, full-time employees will be considered senior to part-time employees regardless of the date of hire.
- 13.02 An employee who is discharged during his/her probationary period shall have no recourse to the grievance and/or arbitration procedure, and accordingly, may be discharged by the Company with or without assigned cause and such discharge will not be open to review.
- 13.03 Seniority of any employee shall be considered broken and all rights to employment forfeited when an employee:
- (a) is discharged for just cause and is not reinstated;
- (b) voluntarily leaves the service of the Company;
- (c) fails to report back to work when recalled after lay-off;
- (d) fails to report for work upon completion of an approved leave of absence;

- (e) has been laid-off for a period in excess of twelve (12) months or a period equal to the accumulated seniority of the employee at the time of lay-off, whichever is the lesser;
 - (f) is absent from work without authorization and fails to provide a satisfactory reason for such absence.
- 13.04 If an employee is absent from work due to accident or illness, he/she shall continue to accumulate seniority provided such absence does not exceed twelve (12) months. Subject to Article 13.03 above, if an employee is absent from work because of lay-off or leave of absence, he/she shall retain his/her seniority accumulated prior to his/her lay-off or leave of absence. Any employee who is absent from work due to accident or illness may be required to provide a medical certificate indicating that he/she is unable to return to work. The Company shall reimburse the full cost of any required medical documentation on the employee's next payroll deposit.
- 13.05 The Company shall prepare and publish a seniority list three (3) times per year in January, May and September of each year. The posted list shall include the employee's name, job classification, department, and commencement date of employment. The list shall be posted in a conspicuous place which is accessible to employees and a copy provided to the Union.
- 13.06 When reducing the workforce or recalling employees, the same shall be done on the basis of seniority and qualifications. Where the senior employee possesses the qualifications for the work to be performed, the senior employee shall be entitled to the job.
- 13.07 When the Company recalls an employee who has been laid-off, it shall notify such employee by letter addressed to the employee's last known address when contact cannot be made by telephone. It shall be the responsibility of the employee to keep the Company advised as to his/her current address and telephone number
- 13.08 Where an employee has been in the continuous service of the Company for at least three (3) consecutive months, the Company shall not:
- (a) discharge the employee, except for just cause; or
 - (b) lay-off the employee without giving the employee at least the following notice or pay in lieu thereof:
 - i) one (1) week's written notice where his/her period of employment is more than three (3) months but less than one (1) year;

- ii) two (2) weeks' written notice where his/her period of employment is one (1) year or more;
- iii) four (4) weeks' written notice where his/her period of employment is three (3) years or more but less than five (5) years;
- iv) six (6) weeks' written notice where his/her period of employment is five (5) years or more but less than ten (10) years;
- v) eight (8) weeks' written notice where his/her period of employment is ten (10) years or more.

13.09 All definitions and conditions set forth in the *Saskatchewan Employment Act* and the regulations relating to lay-off shall be deemed to apply to Article 13.08. Additionally, if the *Saskatchewan Employment Act* and the regulations respecting lay-off are subsequently amended, this Article shall be deemed to be amended to reflect the amendment to the *Act* or the regulations.

13.10 An employee who has been recalled to work pursuant to Section 13.07 shall report for the purposes of signing the work schedule in the department and classification. In the case of bona fide illness, verified by a medical practitioner, the employee may be excused from reporting as per this Section. In such case, the employee will be recalled when the next opportunity for recall arises.

ARTICLE 14 – PROMOTIONS AND VACANCIES

14.01 In the case of filling a vacancy or a new position of a duration in excess of thirty (30) working days, the same shall be done on the basis of seniority and qualifications.

14.02 Where the Company plans to fill a vacancy or a new position and where it is probable that the vacancy or new position will be thirty (30) working days duration or more, notice of the same shall be posted on the bulletin board and employees shall be allowed five (5) calendar days in which to make written application for such vacancies or new positions. Such postings shall include the job, classification, department, and wage rates. When filling posted positions, the same shall be done on the basis of seniority and qualifications.

14.03 Employees who are going to be absent from their place of employment may, prior to their leaving, or during their leave, apply for specific job vacancies that might or do occur during their absence.

14.04 Where an employee has been assigned to a position pursuant to Article 14.01 herein, the employee will be allowed a reasonable orientation period not to exceed thirty (30) days. If during the orientation period, the Company decides the employee is unsuited to the position or the employee determines he/she is unsuited, the employee shall revert to his/her former position.

- 14.05 An employee promoted to a position paying a higher rate of pay shall receive the wage rate applicable to the position, retroactive to the date he/she assumed the duties of the new position.
- 14.06 Whenever an employee's rate prior to promotion is within the range of the new classification, his/her rate shall not be reduced and after promotion, the employee shall be paid his/her regular increases based on his/her service with the Company.

ARTICLE 15 – UNION REPRESENTATIVES' VISITS

- 15.01 An authorized Representative or Executive Officer of the Union shall be permitted to attend at the Company's premises for the purpose of dealing with matters relating to the administration of this Agreement. The person must first notify the Manager or Assistant Manager of when they wish to attend and who they wish to see in order that arrangements may be made to replace such employee in their absence. Such visits cannot be for longer than ten (10) minutes.

ARTICLE 16 – LEAVE OF ABSENCE

- 16.01 Union Leave – If an employee is elected or appointed as an official delegate to attend conventions or business meetings in connection with the affairs of the Union, subject to business requirements, the employee shall be granted a leave of absence without pay provided he/she requested the same in writing at least fourteen (14) days in advance of the schedule posting.

Any leave granted pursuant to this Section shall be limited to two (2) employees during any one (1) year and shall be to a maximum of ten (10) days in respect of each of the two (2) employees who have been granted leave. Management, in its absolute discretion, may increase the numbers of employees to be given leave if requested to do so provided, however, that such approval will not be unreasonably withheld.

An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for union work or conventions, however, the Union shall reimburse the Company for all pay and benefits during the period of absence.

- 16.02 An employee is entitled to maternity leave, parental leave and adoption leave in accordance with the provisions of the *Saskatchewan Employment Act*.
- (a) Maternity Leave: A female employee who has been employed for thirteen (13) consecutive weeks by the Company immediately preceding the day on which the requested leave is to commence shall be granted a maternity leave of absence without pay. The employee must make application for such leave at least four (4) weeks

prior to the start of such leave, together with a certificate from a qualified medical practitioner certifying that she is pregnant and indicating the estimated date of birth. Duration of such leave shall be at the discretion of the employee and shall not exceed a nineteen (19) week period.

- (b) Adoption Leave: An employee is entitled to an adoption leave of nineteen (19) weeks commencing on the date on which the child comes into the employee's care or becomes available for adoption if the employee is to be the primary caregiver of the adopted child during the period of the leave.
- (c) Parental Leave: Any employee who has been employed for thirteen (13) consecutive weeks by the Company immediately preceding the day on which the requested leave is to commence shall be granted a parental leave of absence without pay. The employee must make application for such leave at least four (4) weeks prior to the start of such leave. Such leave shall not exceed seventy-one (71) weeks and must be taken within one (1) year of the date the child is released from the hospital or from the date an adopted child is placed in the employee's home. Employees who have availed themselves of the leave in 16.02 (a) or (b) above are eligible provided the cumulative time off does not exceed seventy-eight (78) weeks and is taken consecutive to the maternity leave.
- (d) Seniority shall be preserved for the above leaves and the employee shall provide the Company a minimum of two (2) weeks notice in advance of their to return to work.

16.03 Bereavement Leave – **In the event** of a deceased relative, **the employee** will be allowed on the basis of three (3) days with pay after the probationary period for father, mother, brother, sister, grandparent, child, spouse, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law. An additional day without pay will be granted if additional travel time is required and necessary to attend the funeral.

Spouse shall include common-law spouse or same-sex partners where the employee has lived with the person for a period of at least one (1) year and publicly represented that person as their spouse.

16.04 Personal Leaves – Requests for other personal leaves of absence without pay and benefits shall be considered by the Company having regard for operation requirements and the reasons why the leave is sought. A request for such leave shall be made in writing at least two (2) weeks in advance except in the case of an emergency. The written request shall state the reason why the leave is sought and the duration of the requested leave.

The two (2) week notice period required herein may be waived by the Company in cases of emergency and/or unforeseen circumstances.

- 16.05 Where an employee has been absent from work due to temporary illness or accident, and upon being available to return to work and is physically unable to return to this regular job, the Company will endeavour to place him/her in such suitable work as may be available.
- 16.06 Except as otherwise provided, maintenance of employee benefits during leave of absence without pay shall be conditional upon the employee paying the full cost of such plans.
- 16.07 Upon completion of two (2) year's service, an employee shall be entitled to one (1) year's leave of absence without pay, but with maintenance of seniority rights, for the purpose of education upgrading and training. The Company supports employees wishing to further their education and training.

ARTICLE 17 – JURY PAY

- 17.01 Employees summoned to jury duty or subpoenaed as a crown witness shall be paid wages amounting to the difference between the amount paid them for jury or witness services and the amount they would have earned had they worked on such days. This does not apply if the employee is excused from jury duty for the rest of that day or days and fails to report back to work, or if jury duty occurs on the employee's scheduled day off.
- 17.02 Such differences shall be paid only if the employee presents a written statement to the Company from an appropriate court officer showing dates of such jury or crown witness duty and the amounts received for such service.

ARTICLE 18 – SAFETY AND HEALTH

- 18.01 The Company will make all reasonable provisions for the health and safety of employees during working hours and employees will at all times comply with rules which have been promulgated in the interests of their safety and health.
- 18.02 The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall be composed of two (2) representatives of the Company and two (2) representatives of the Union.
- 18.03 Findings and recommendations of the Joint Committee shall be referred to the Company. Should the Company fail to follow the Joint Committee's recommendations, such recommendations shall be a subject for discussions between the Company and the Union.
- 18.04 Employees required to wear uniforms shall have such uniforms provided at no cost. The Company shall pay the cost of laundering unless the employee decides to launder their own uniforms.

- 18.05 The Company shall provide a first aid kit accessible to all employees and shall keep it properly supplied.
- 18.06 The Company agrees to arrange for first aid training, including level 'C' C.P.R., for up to two (2) employees per year provided the Company determines that it is reasonably necessary for the business and can be undertaken in a cost-effective manner. The training shall be provided on Company time at no cost to the employee.

ARTICLE 19 – NOTICE BOARDS

- 19.01 The Company agrees to furnish and install notice boards in suitable locations accessible to the employees for the purpose of posting notices of interest to employees.
- 19.02 The Union will not post any notices that are defamatory or contrary to the law.

ARTICLE 20 – GRIEVANCE PROCEDURE

- 20.01 "Grievance" as used in this Agreement is an alleged violation in respect of the interpretation or application of, or compliance with a provision or provisions of this Agreement.
- 20.02 It is the intention of both parties that all grievances shall be processed as quickly as possible, at all steps.
- 20.03 All time limits and procedures found in the grievance and arbitration procedure are mandatory and must be met or the grievance is deemed to be dismissed or abandoned, provided, however, that time limits may be extended by mutual agreement in writing between the parties.
- 20.04 All grievances other than at Step 1 shall be in writing, setting out the matter complained of, the specific provisions of the Agreement allegedly violated, the remedy sought, and must be signed by the griever, or a Shop Steward if it is a policy grievance.
- 20.05 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than ten (10) days before the grievance was initiated.
- 20.06 Any employee, or the Union in the case of a policy grievance, may process a grievance which shall be dealt with as follows:

Step 1: The matter shall be discussed at a meeting between the griever, the shop steward if he/she so wishes, and the employee's immediate management

supervisor, who shall render a written decision on the grievance within ten (10) calendar days from the date of such a meeting.

Step 2: If a satisfactory settlement is not reached, then within ten (10) working days of the Company's reply under Step 1, the grievance may be submitted in writing to the General Manager or Assistant Manager and to the Union's Grievance Committee which shall consist of three (3) members. A grievance meeting, if requested, shall take place within seven (7) days from the date the grievance was referred to the General Manager and the General Manager **or his/her designate** shall render a written reply to the Grievance Committee within seven (7) days of the date of the meeting.

- 20.07 If a satisfactory settlement is not reached under Article 20.06 above, then upon request of either party, the grievance shall be referred to a Board of Arbitration established in accordance with Article 21 of this Agreement provided the matter is referred to arbitration within ten (10) working days after the General Manager or Assistant Manager **or his/her designate** has rendered his/her decision at Article 20.06 above.

It is understood that if the Company does not respond within the time limits specified above or within any longer period of time which may be mutually agreed upon, the employee shall have the right to proceed to the next step of the grievance procedure.

- 20.08 The Company and the Union may, by mutual agreement in writing, agree to bypass a step or steps in the grievance procedure and expedite a grievance directly to arbitration.
- 20.09 All negotiations of grievances shall be dealt with during working hours, and no employee or employee's representative of the Union will suffer loss of pay by reason of time spent resolving or discussing grievances with the Company.
- 20.10 The Company agrees that a Union Representative and/or a Shop Steward shall have the right to be present in any discussions or meetings with the Company with respect to the grievance and arbitration procedures of this Agreement.

ARTICLE 21 – BOARD OF ARBITRATION

- 21.01 A grievance which is not settled under the terms of Article 20 may be referred to a Board of Arbitration and in such case the provisions of this Article shall apply.
- 21.02 The party referring the grievance to arbitration shall, by mail, give notice of the referral to arbitration and the notice shall contain the name and address of the party's nominee to the Board of Arbitration.

- 21.03 Within ten (10) days after receipt of the notice referred to in Article 21.02 herein, the Company shall reply by mail indicating the name and address of its nominee to the Board of Arbitration.
- 21.04 The two (2) nominees shall within ten (10) days of the appointment of the second of them, select and appoint a third member for the Board who shall be the Chairperson of the Board of Arbitration. No person shall serve as a member of a Board of Arbitration where that person is directly involved in the issue at dispute.
- 21.05 If agreement cannot be reached within seven (7) days of the appointment of the second member of the Board, then the Minister of Labour shall be requested to appoint a chairperson.
- 21.06 Where a Board of Arbitration determines that an employee has been discharged or otherwise disciplined unfairly, the Board may substitute such other penalty for the discharge or discipline as the Board deems just and reasonable in the circumstances.
- 21.07 The decision of a majority of the Board of Arbitration shall be the decision of the Board and shall be final, binding and enforceable on the parties provided however, that the Board may not by its decision add to, subtract from, modify, waive, abridge or alter any of the terms of the Agreement in any way, nor render a decision on any matter which is inconsistent with the specific provisions of this Agreement.
- 21.08 Each party shall pay the fees and expenses of its nominee and each party shall pay one-half (50%) of the fees and expenses of the chairperson.
- 21.09 When the Board of Arbitration has been formed in accordance with this Article, it shall meet and hear the evidence of both sides and render a decision within thirty (30) days after it has completed its hearings and investigations.
- 21.10 **When it has been agreed that a grievance will be heard by a single Arbitrator, the single Arbitrator shall possess the same powers and be subject to the same limitations as a Board of Arbitration as constituted in this Article.**

ARTICLE 22 – WORKPLACE DISCRIMINATION INCLUDING
HARASSMENT POLICY

- 22.01 No employee shall be discriminated against by the Company or the Union by reason of race **or perceived race**, creed, religion, colour, sex, marital status, **family status**, age, sexual orientation, physical disability, nationality, ancestry, place of origin, **receipt of public assistance**, **gender identity**, political beliefs, or Union activity.

22.02 The provisions of Article 22.01 herein relating to age does not apply where age is a reasonable occupational qualification and requirement for a position.

22.03 (a) The Company and the Union agree that every employee is entitled to employment free of workplace discrimination including harassment. The Parties are committed to making every reasonable effort to ensure that no employee is subject to workplace discrimination including harassment from superiors, subordinates, co-workers, customers, clients, business associates, or any person(s) connected with the workplace.

(b) i) Workplace discrimination includes any form of unlawful discrimination against an individual as laid down by the *Saskatchewan Human Rights Code* and/or the *Occupational Health and Safety Act* and/or related legislation. The Company and the Union will not tolerate abusive language or any other form of offensive or humiliating behaviour.

ii) Workplace discrimination will further include harassment, defined as “any unwanted physical or verbal conduct that offends or humiliates you”.

(c) Examples of workplace discrimination including harassment are noted below, however, this list is not exhaustive:

i) verbal threats, intimidation or abuse, or any form of bullying behaviour;

ii) unwelcome remarks or jokes about subjects **identified in 22.01**;

iii) the display of sexist, racist or other offensive pictures or posters;

iv) consistent subjection of an individual to practical jokes or ridicule where the circumstances indicate that this treatment is motivated by a characteristic protected under human rights law;

v) any conduct, comment, gesture, or contact of a sexual nature that is likely to cause offense or humiliation to any employee or that might on reasonable grounds, be perceived by the employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion such as:

- unwelcome sexual attention;
- suggestions that sexual favour may further an individual’s career (or refusal may hinder it);
- insults or ridicule of a sexual nature;

- lewd, suggestive or overly familiar behaviour;
 - display or circulation of sexually suggestive material;
 - unnecessary physical contact;
 - physical assault that is sexually related;
- vi) any other types of discrimination set out in the *Saskatchewan Human Rights Code* and/or the *Occupational Health and Safety Act* and/or related legislation.
- vii) Nothing in this Article will excuse an employee's conduct where such conduct would normally be culpable should the employee be aware of such culpability.
- (d) The term "workplace" is not only restricted to the physical worksite, but includes other locations associated with the work of the organization as listed below, however, the list is not exhaustive:
- i) company social gatherings;
 - ii) conferences;
 - iii) calls;
 - iv) business travel.

22.04 Workplace discrimination including harassment from a Manager or employee:

- (a) The individual should attempt to make clear to the person(s) concerned that their behaviour/language is unwelcome and that they want it to stop.
- (b) In the event of continued harassment or a single incident of a more serious nature, the employee should see their General Manager to discuss the matter in confidence. If the complaint is not resolved by the General Manager, or if for any reason the employee is unable or unwilling to lodge their complaint with the General Manager, they should address their complaint to the Owner of the Hotel, in order that a final determination on behalf of the Company may be made.
- (d) The individual will be requested to provide a report in writing, giving information on the nature of the behaviour/language in question, including witnesses. The Company will then interview the alleged harassor. If that person is an employee, the employee will have rights to Union representation and will be advised of same.
- (e) An individual making a complaint may choose to be accompanied by a Shop Steward, Union representative and/or another employee at any stage in the proceedings.

22.05 Workplace discrimination including harassment from a non-Company person, customer or client:

- (a) The individual should attempt to make clear to the person(s) concerned that their behaviour/language is unwelcome and that they want it to stop.
- (b) Inform your Manager or General Manager of the situation.
- (c) It is the responsibility of the individual receiving the complaint to:

obtain full information from the employee;

where deemed appropriate following information received, call the alleged harassor and inform that your staff member feels humiliated/offended by the individual's choice of words/actions and that any form of workplace harassment, whether intentional or unintentional, is unacceptable to the Company:

- i) offer to deal with the original purpose of the individual's dealing with the Company;
- ii) document any conversation and place one (1) copy on file, one (1) copy to the Owner **or Owners's Management Company** and General Manager;
- iii) make sure the situation is properly and adequately addressed;
- iv) instruct the employee to contact you immediately should a further incident with the same person or another person from the same company occur or from the same customer or client occur;
- v) in the event of serious or continued workplace harassment from a non-Company person, the General Manager must pass all documentation to the Owner of the Hotel so that a decision may be made on the course of action to be taken by the Company following consultation with the lawyer as appropriate, who will make recommendations to the Owner.

22.06 Points key in any alleged incident of harassment:

- (a) Confidentiality of the complainant will be maintained, except where disclosure of the complainant's name is necessary for purposes of investigating the complaint or any follow-up.

- (b) Any genuine complaint of workplace harassment will not affect the career of any complainant in any way.
- (d) It is the responsibility of the Managers to be alert to the possibility of workplace discrimination including harassment and, where unacceptable behaviour is noted, liaise promptly with the General Manager.

ARTICLE 23 – CONTRACTING OUT

- 23.01 The Company shall not contract out work that is normally done by employees covered by this Agreement **unless in the event of a Union Employee shortage subsequent to exhausting all Union availability, conditional on the Union and the Company agreeing on where and how many, the Company may contract temporary workers through a third-party agency.**
- 23.02 Notwithstanding the above, the Company and the Union agree that special maintenance projects or projects requiring employees with special skills, certificates, tools or equipment will not be covered by this clause. Major carpet and upholstery cleaning shall be done by bargaining unit employees as long as it remains cost effective.

ARTICLE 24 – EMPLOYEE BENEFITS

- 24.01 Subject to Article 24.06 as a condition of employment, all newly hired employees shall be enrolled in the Group Insurance Plan as provided by the Company.

Amend the Plan to make it mandatory for all employees provided they are not covered by another plan.

- 24.02 The Plan provides benefits in respect of the following:

- (a) Life Insurance
- (b) Optional Life Insurance
- (c) Accidental Death and Dismemberment Insurance
- (d) Dependents Group Life Insurance
- (e) Sick Leave Plan
- (f) Long Term Disability
- (g) Hospital Benefits
- (h) Medi-Pack Benefits
- (i) Dental Plan

- 24.03 Any conflict between the details set forth in the booklet outlining the benefits provided and the Group Insurance Plan will be resolved on the basis of group policy or policies issued by the Insurer. Denial of an insurance claim is not subject to the grievance and arbitration procedure.

- 24.04 The Company shall not alter the Group Insurance Plan in any way without negotiating such changes with the Union.
- 24.05 The Company shall ensure that claim forms are readily available for all employees and agrees to cooperate fully in processing claims to ensure that employees are compensated as quickly as possible. If an employee's claim is denied by the Insurer the Company agrees to make every reasonable effort to assist the employee in obtaining benefits. It shall be the responsibility of the employee to ensure that their portion of the claim forms is filled out accurately.
- 24.06 The Company shall make best efforts to regulate all premiums to ensure that they do not fluctuate.
- 24.07 The Company shall ensure that all short and long term disability payments are correct. Any decrease in coverage should be accompanied with an explanation.
- 24.08 The Company shall pay the whole of the premiums for the Plan except for premiums relating to the Sick Leave and Health and Dental Plan in which seventy-five percent (75%) will be paid by the Company and twenty-five percent (25%) by the employee and the Long Term Disability Plan. The whole of the premiums in respect of the Long Term Disability Plan shall be paid by employees through payroll deductions.
- 24.09 The Sick Leave Plan will be available to all employees who work at least fifteen (15) hours a week and will cover first day of sickness in the event of accident and first day of sickness in the event of hospitalization and fourth day in the event of other sickness.
- 24.10 The Company agrees to provide to the Union a copy of the master plan agreement for the current benefit plan to ensure compliance with the Collective Agreement.

ARTICLE 25 – RIGHTS, PRIVILEGES AND BENEFITS

- 25.01 The rights, privileges and benefits enjoyed by the employees and not specifically provided in the Agreement are as set forth in the attached Schedule "A" which is to be attached to the Collective Bargaining Agreement.
- 25.02 The Company shall provide a suitable staff lunch room for use by employees and will provide for the cleaning of the room. It is agreed that the present lunch room is suitable.
- 25.03 Employees shall not be held accountable in any way for cash shortages unless they are the only one who has access to the cash during their shift and they are present and participate in balancing their cash at the end of their shift.

ARTICLE 26 – DURATION OF AGREEMENT

26.01 This Agreement shall be effective from the 1st day of July, **2023**, and shall remain in force until June 30, **2025**, and thereafter from year to year, but either party may, not less than **sixty (60)** days or more than **one hundred and twenty (120)** days before the expire date of the said Agreement, give notice in writing to the other party to terminate the said Agreement or to negotiate a revision thereof.

Signed this 26th, day of June, 2023

ON BEHALF OF THE UNION:

ON BEHALF OF THE COMPANY:

“Michele Doomernik”

“Anita Nevrekar”

“Crystal Petrisor”

“Jonathon Garcia-Donate”

“Cory Jorgenson”

APPENDIX "A" – page 1

Effective July 1, 2023

<u>Classifications</u>	<u>Start</u>	<u>After 1040 hrs.</u>	<u>After 3120 hrs.</u>	<u>After 6240 hrs.</u>
<u>Housekeeping</u>				
Laundry/Housekeeping	14.00	15.76	16.57	17.44
Housekeeping Supervisor	16.17	17.83	18.77	19.77
Breakfast Bar Attendant	14.00	15.76	16.57	17.44
<u>Front Desk</u>				
Desk Clerk	14.00	16.18	17.19	18.09
Night Audit	14.00	16.49	17.56	18.48
Front Desk Supervisor	16.18	17.64	18.77	19.77
<u>Maintenance</u>				
Maintenance	14.00	15.80	16.80	17.71
Maintenance Supervisor	16.17	17.64	18.77	19.77

APPENDIX "A" – page 2

Effective July 1, 2024

<u>Classifications</u>	<u>Start</u>	<u>After 1040 hrs.</u>	<u>After 3120 hrs.</u>	<u>After 6240 hrs.</u>
<u>Housekeeping</u>				
Laundry/Housekeeping	14.28	16.04	16.90	17.79
Housekeeping Supervisor	16.49	18.18	19.15	20.17
Breakfast Bar Attendant	14.28	16.04	16.90	17.79
<u>Front Desk</u>				
Desk Clerk	14.28	16.50	17.53	18.46
Night Audit	14.28	16.82	17.91	18.85
Front Desk Supervisor	16.50	18.00	19.15	20.17
<u>Maintenance</u>				
Maintenance	14.28	16.12	17.14	18.06
Maintenance Supervisor	16.49	18.00	19.15	20.17

Note: Start rates for Laundry/Housekeeping, Breakfast Bar Attendant, Desk Clerk, Night Audit and Maintenance will be increased to the Saskatchewan Minimum Wage effective October 1, 2024.

SCHEDULE "A"

The following represents rights, privileges and benefits currently enjoyed by employees of the Holiday Inn Express and Suites in Regina.

1. The Company shall provide tea and coffee free of charge for employees who are working.
2. Tips and gratuities belong to the individual employee who receives them.
3. Employee parking areas and plug-ins will be subject to availability, remembering that the guests have first right to plug-ins and the Company will designate where employees are to park.
4. Subject to availability, family swims will be allowed between the hours of 3:00 p.m. and 9:00 p.m. on Sunday evenings after being approved by Management in advance. Employees must receive permission to use the recreation complex.
5. Employees will receive the Holiday Inn Express and Suites employee rate worldwide at any Holiday Inn Express and Suites by accessing the website and booking the room. The employee will be required to obtain the authorization and proof of employment from the Hotel General Manager after receiving a confirmation number from the reservation service online.
6. A telephone will be accessible to all employees to place local calls during their breaks. Use of personal cell phones by an employee will not be allowed while working during any shift.
7. Employees will be allowed to maintain the use of the staff room and lockers. Employees will be responsible to keep this area clean and tidy.
8. Employees will be allowed to smoke during their rest periods in areas designated by the Company.
9. The Company will continue to host a Christmas party for its employees and one (1) guest each. The cost of the meal will be paid for by the Company except for alcoholic beverages, which are to be paid for by the employees and guest.
10. For clothing articles, housekeeping employees will be allowed to go through the lost and found articles every three (3) months.

LETTER OF UNDERSTANDING NO. 1 – OPTICAL PLAN

BETWEEN: 101072099 SASKATCHEWAN LTD. Operating as the Holiday Inn Express and Suites, in the City of Regina, in the Province of Saskatchewan, hereinafter referred to as the “Company”

OF THE FIRST PART

AND: SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, hereinafter referred to as the “Union”

OF THE SECOND PART

Beginning March 1, 2017 a mandatory Optical Plan will be added as a segregated class of the existing Great West Life Group Insurance Plan.

This class of the plan will be a 50/50 split between the Employer and Employee and will cover an eye exam as well as \$300.00 towards prescription eyewear every two (2) years.

This class of the plan will be added once:

- a) Employees hired on or before January 19, 2017 have completed three (3) years of service.
- b) Employees hired after January 19, 2017 have completed 6240 hours of work.

Signed this 26th day of June, 2023

ON BEHALF OF THE UNION:

ON BEHALF OF THE COMPANY:

“Michele Doomernik”

“Anita Nevrekar”

“Crystal Petrisor”

“Jonathon Garcia-Donate”

“Cory Jorgenson”