

**SSP CANADA FOOD SERVICES, INC.
AND
SSP CANADA AIRPORT SERVICES, INC.**

FROM: May 15, 2019
TO: May 14, 2025

President's Message



Dear Member,

A union collective agreement is like a Charter of Rights. It explains, protects and guarantees your rights on the job. It stipulates the wages you must be paid, the benefits you must receive. It puts down on paper your right to dignity and respect at work.

It is important that you know your rights, the wages and benefits you are entitled to receive. Please take the time to read through this agreement. If you have any questions about it, talk to a shop steward in your workplace or phone your full-time union representative. They are also the people to talk to if you feel the rights and benefits outlined in this document are not being provided to you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Traeger', with a stylized flourish at the end.

Jeff Traeger,
President UFCW Local 832



SSP CANADA FOOD SERVICES, INC. SSP CANADA AIRPORT SERVICES INC.

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EXPIRY DATE: MAY 14, 2025

BETWEEN:

SSP CANADA FOOD SERVICES, INC. AND SSP CANADA AIRPORT SERVICES, INC., operating food concessions and providing airport services at Winnipeg International Airport, a body corporate carrying on business in the City of Winnipeg area in the Province of Manitoba, hereinafter referred to as the "Employer"

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union"

ARTICLE 1 BARGAINING AGENCY

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agency for all employees of SSP CANADA FOOD SERVICES, INC. AND SSP CANADA AIRPORT SERVICES, INC., (SSP), employed at the Winnipeg International Air Terminal, in the City of Winnipeg, in the Province of Manitoba, save and except the General Manager, Unit Managers, Airport Services Manager, office staff, those above the rank of Manager and those excluded by the Act.

ARTICLE 2 UNION SHOP

2.01 All employees covered by this Agreement shall become members of the Union and maintain membership in good standing as a condition of employment.

2.02 The Employer agrees to provide each new and rehired employee at the time of employment with a form letter outlining to the employee his or her responsibility in regard to payment of union dues , assessments and initiation fees.

2.03 The Employer agrees to forward Exhibit One, the membership application form, duly completed, as attached to this Agreement, to the Union within ten (10) calendar days from the date of hire or rehire of an employee, as per 2.01. The Union shall bear the expense of printing and mailing the letter, the contents to be such that it is acceptable to the Employer.

2.04 The Employer agrees to provide the Union, once a month, with a list containing the names and Social Insurance Numbers **in Excel format** of all employees who have terminated their employment during the previous month.

2.05 The Employer agrees to provide the Union with any changes to the employee's address, phone number, classification, and rate of pay on a quarterly basis.

ARTICLE 3 DEDUCTION OF UNION DUES

3.01 The Employer agrees to deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by regular and proper vote of the membership of the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period by direct deposit. At least two (2) days prior to the dues being deposited to the Union's account a statement of the names and social insurance numbers of the employees for whom deductions were made, the amount of each deduction and the identification whether the deductions were union dues or initiation fees will be made available to the Union. The statement will also include names changes, addresses and the total hours worked. The Employer further agrees that it will supply all such information electronically to the Union accounting department in an Excel format if possible, at no cost to the Employer, and hard copy if requested by the Union. The statement referred to above shall be sent to the Union by fax or mail when requested in hard copy or downloaded from the Employer's FTP site by the Union or uploaded by the Employer to the Union's FTP site.

3.02 The Union agrees to indemnify and save harmless the Employer from any and all claims, suits, judgments, attachments and from any form of liability arising from or as a result of the deduction of such dues in accordance with the foregoing authorization, and the Union will refund direct to any employee from whom a wrongful deduction has been made.

3.03 Each year the Employer shall calculate the amount of Union dues, initiation fees and assessments deducted from the employee's pay and shall indicate same on the T-4 slip of each employee by no later than February 28th.

ARTICLE 4 **DEFINITIONS**

4.01 **Full-time Employee**

A full-time employee shall be a person who is scheduled to work not less than **thirty-five (35)** hours per week, except otherwise provided herein. Whenever possible, the normal workweek for all full-time employees shall be forty (40) hours per week and whenever possible consisting of five (5) consecutive eight (8) hour work days from Wednesday through Tuesday inclusive. These hours of work may not apply to any employee who is responsible to be a key holder for the Employer, opening the facilities for business, if the affected employee agrees otherwise.

4.02 **Part-time Employee**

A part-time employee shall be a person who is normally scheduled to work less than **thirty-five (35)** hours per calendar week. As it is not the intent of the Employer to replace full-time jobs with part-time jobs, the Employer agrees that it will not schedule part-time employees in a manner that would reduce or replace full-time jobs.

4.03 **Masculine or Feminine Gender**

Unless otherwise specifically stated, any provision in this Agreement which is expressed in terms of the masculine shall, in its application to a female employee, be read with the necessary changes to express the feminine, and vice versa.

4.04 **Plural and Singular**

Unless otherwise specifically stated, any provision in this Agreement which is expressed in terms of the plural shall, in its application to the singular, be read with the necessary changes to express the singular, and vice versa.

4.05 **Promotion**

A promotion shall mean the transfer of an employee to a higher level position of more responsibility as well as salary.

4.06 **Demotion**

A demotion shall mean the transfer of an employee to a lower level position of less responsibility as well as salary.

4.07 **Spouse**

When the word “spouse” is used it may mean a person of the same or opposite sex, dependent on provincial legislative requirements, who is married to the employee or who has cohabited with the employee in a conjugal relationship for at least

twelve (12) months (common-law) unless specifically outlined in other articles in this Agreement.

4.08 **Term Employee**

The words "term employee" shall mean a person who is employed for a specific project, with a maximum duration of six (6) months or such other duration that may be agreeable to the Union.

- a) In the event of an employee being absent (such as maternity leave, vacation, injury, illness, etc.) the Employer shall be allowed to fill the vacancy on a "term" basis without posting the vacancy as outlined in Article 13 Promotion and Vacancies.
- b) Vacancies as indicated above shall be filled and offered first to full-time employees, and then to part-time employees according to seniority. Any employee filling a term position will be returned to his/her previous position upon expiry of the term.
- c) If no part-time employees within the bargaining unit accept this term position, the Employer may hire employees outside the bargaining unit.

ARTICLE 5 NO DISCRIMINATION/EMPLOYEE HARASSMENT

5.01 The Employer shall not discriminate against any employee with respect to terms or conditions of employment on the grounds of race, colour, creed, age, sex (including pregnancy, the possibility of pregnancy, or circumstances related to pregnancy), marital or parental status, religion, nationality, ancestry or place of origin, union membership or activity, family relationship, place of residence, sexual orientation or political affiliation or activity.

5.02 The Employer and the Union agree that no form of discrimination or harassment (reasonable conduct in respect of the management and direction of workers in the workplace is not harassment. Performance reviews, counselling by a supervisor or discipline by a manager do not constitute harassment) as defined above shall be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns as they arise. Situations involving discrimination, bullying and/or harassment shall be treated in strict confidence by the Employer and the Union.

5.03 The Union and the Employer agree that locations covered by this Collective Agreement should be free of sexual harassment and the Employer and the Union agree to cooperate with each other in preventing and eliminating sexual harassment if same should occur in the locations covered by this Collective Agreement.

5.04 Sexual harassment shall be defined as:

1. unnecessary touching or patting;
2. suggestive remarks or other verbal abuse;
3. leering at a person's body;
4. compromising invitations;
5. demands for sexual favours;
6. physical assault;

5.05 Grievances under this clause will be handled with all possible confidentiality and commence at Step Two. This process set out in this Collective Agreement does not preclude the reporting of complaints of discrimination or harassment to the Manitoba Human Rights Commission.

ARTICLE 6 PROBATIONARY PERIOD

6.01 All newly hired employees first two hundred (200) hours worked shall be the employee's probationary period. The Employer shall have the right to discharge with no notice required an employee who has not completed their probationary period. An employee shall not attain seniority until the expiration of the probationary period when the employee's seniority shall then be dated back to the employee's last date of hire

6.02 The Employer at its discretion may discharge any probationary employee within the time limits referred to in Article 6.01 without resort to the grievance procedure.

ARTICLE 7 SENIORITY

7.01 Seniority shall be defined as the employee's total length of continuous service in the bargaining unit and shall accrue from the last date of hire, upon completion of the established probationary period. Seniority lists shall be established for full-time and part-time employees. These seniority lists will be supplied to the Union every three (3) months. A seniority list shall contain the names and hiring dates of each employee along with their respective work classifications, and whether the employee is full-time or part-time.

For employees hired on or before May 4, 2016 their seniority and their position on the seniority list will remain intact. For those employees hired after May 4, 2016 and in the event that two (2) or more employees share the same seniority date, the union will determine the ranking of these employees on the seniority list in accordance with their employment status as defined in Article 4.

7.02 Seniority shall continue to accumulate during all paid and unpaid authorized leaves of absence, during all layoffs, and during all periods of sickness and/or injury.

7.03 An employee shall lose all seniority rights and shall be deemed to have **resigned** his or her employment **and relinquish rights to termination pay** if he/she:

- (a) voluntarily leaves the employ of the Employer;
- (b) is discharged or terminated and not reinstated through the grievance and arbitration procedure;
- (c) is laid off for more than twelve (12) calendar months;
- (d) if an employee does not report to work for more than three (3) consecutive scheduled working days unless a satisfactory reason is given by the employee. Sickness, injury and/or inability to communicate with the Employer shall be considered satisfactory reason. The Employer, before accepting sickness, injury or inability to communicate as a valid reason, reserves the right to obtain reasonable proof of same;
- (e) fails to return to work on expiration of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was given;
- (f) fails to return to work within seven (7) calendar days (or such longer period as may be required to provide another Employer with notice as required under the Employment Standards Code) after being recalled from layoff by notice sent by registered mail;
- (g) retires.

7.04 Seniority shall be the governing factor in choice of vacation.

7.05 Seniority shall be the governing factor in matters of promotion, awarding of a new position or vacant position, and relieving another employee in a higher paid classification, providing the employee involved has the ability to perform the normal functions of the job, after a reasonable familiarization period.

The only exception to the above is a promotion to Lead Hand or Supervisor position covered by this Agreement. The awarding of a promotion to Lead Hand or Supervisor shall be based on the following factors: a) interview selection process based on skill, ability, efficiency, experience, and reliability. Where qualifications are considered to be relatively equal, then seniority will govern.

7.06 In the case of a work shortage requiring a layoff or reduction to part-time, reverse order of seniority shall be the governing factor provided that the employees retained possess the ability and qualifications required to perform the remaining work available, after a reasonable familiarization period.

7.07 When recalling employees to work after a layoff, they shall be recalled in reverse order to that in which they are laid off providing they possess the qualifications, experience, and are willing to do the work available, and pass the brand standard. Notice of recall will be **e-mailed with a read receipt enabled to the employee's last known email address. If no response is received or a read receipt is not returned, the notice of recall will be** mailed by registered letter to the employee's last known address. Employees will have seven (7) calendar days from the date the notice of recall was received to respond and must report to work at the time, date and location, and in the position and shift, specified in the notice of recall. An employee's request to report to work at some time other than the time specified in the notice of recall will be reasonably considered, but any such request is subject to the needs of the business and the timeliness of the employee's response to the notice of recall. At the time of layoff, employees desiring recall shall complete and submit an information sheet identifying classifications for which they are qualified and for which they wish to be considered for recall and their current address and telephone number(s).

7.08 An employee who is laid off for lack of work shall have the right to exercise seniority in another classification providing he/she has the ability to perform the normal functions of the job. The Employer shall give an employee who exercises his seniority when laid off or for lack of work, an opportunity to be trained to perform the normal functions of the job, providing said employee passes the brand training period and the brand standard.

7.09 Employees promoted outside the bargaining unit, shall be on probation in this position for a period of one hundred and twenty (120) calendar days. If before one hundred and twenty (120) calendar days the employee is found unsatisfactory, or if the employee decides that he/she no longer wishes to be outside the bargaining unit, he/she shall be transferred back to the position from which he/she was promoted without loss of seniority, wages and benefits.

7.10 Seniority shall be separated between full-time and part-time employees. Full-time employees will exercise seniority over other full-time employees, and all part-time employees. Part-time employees will exercise seniority over other part-time employees.

7.11 Daily available hours of work will be given first to full-time employees (who have not already been scheduled for 40 hours per week) on the basis of seniority, before part time employees are scheduled, provided the employee has the ability to do the normal functions of the job.

Daily available hours of work (which shall not include hours worked by full-time employees), will be given to part-time employees on the basis of seniority, provided the employee has the ability to do the normal functions of the job.

7.12 No new employees shall be hired by the Employer as long as there are employees who are on laid off status and are able and willing to **return and** perform the work required.

7.13 The Employer shall provide the Union and all Shop Stewards in January and July of each calendar year with an up-to-date seniority list of all part-time and full-time employees for each classification in each department covered under the terms of the Collective Agreement. The seniority list will be posted on the bulletin board.

ARTICLE 8 WEEKLY AND DAILY WORKING HOURS

8.01 The basic maximum work day shall consist of eight (8) consecutive hours of work except for meal break, and the basic work week shall consist of forty (40) hours of work. Scheduling of work hours shall be based on seniority per classification within each unit.

Employees who are not scheduled to work forty (40) hours per week based on the above noted procedure, shall have the opportunity to maximize their hours up to forty (40) by volunteering to be on a cross-training list.

This cross training list shall consist of employees who are trained in all units within their classification. Those employees will be offered hours based on seniority and only after all employees who regularly work in the unit have been offered the available hours.

The Employer shall determine the number of available positions for each classification on the cross-training list and offer those positions to employees based on seniority.

8.02 In a week in which one or more general holidays occurs, the normal basic work week for full-time employees shall be reduced by the average hours worked on the day of the holiday for each holiday, as defined in Article 13 General Holidays.

8.03 For the purpose of this any paid time off (e.g. general holidays, vacations, etc.) shall be considered time worked.

8.04 For each two (2) calendar week period, the Employer will assign each employee a starting and quitting time for each working day and including the employees' assigned days off duty and post same on the bulletin board by Thursday of the week prior to the scheduled work period.

8.05 The schedule for employees may be changed without notice in the event of an unscheduled absence of employees or in the event of emergencies, such as snow storm, flood, and breakdown of machinery or other instances of force majeure. In all other cases, at least forty-eight (48) hours' notice of change must be given. A shorter notice period may be allowed if it is mutually agreed to between the Employer and the affected employees.

8.06 There will be a minimum of twelve (12) hours off between scheduled shifts unless a shorter period is mutually agreed to between the Employer and the employee affected. Employees will receive time and a half only for hours worked that are within the balance of the aforementioned twelve (12) hours.

8.07 The hours on duty for any one (1) day shall be consecutive, except in case of an emergency or as indicated in 8.06 above.

8.08 It is agreed that employees shall not be required to work split shifts unless they agree to do so.

8.09 Any movement of an employee between Transborder and Domestic locations during a shift may be done if the business requires it and management requests that the move be made.

8.10 All staff is required to record time in and out, not more than five (5) minutes before assigned starting time or five (5) minutes after assigned finishing time of shift, dressed in working clothes. Staff is not permitted to record time while dressed in street clothing.

ARTICLE 9 MEAL AND REST PERIODS

9.01 It is agreed that no employee will be called back to work during scheduled meal periods, except in cases of business need. In the event an employee is called back to work, the employee shall be entitled to begin his or her meal period again without further loss of pay.

9.02 Employees will be entitled to leave the work site during unpaid meal periods.

9.03 Meal periods will be provided as follows:

- (a) Employees working more than five (5) hours shall receive one (1) thirty (30) minute meal period without pay.
- (b) Meal periods for all employees shall not begin until one (1) hour after commencement of work and must be completed no later than one (1) hour before the end of the shift.

9.04 Where an employee has been unable to take their unpaid thirty (30) minute meal period they shall be paid for all time worked.

9.05 Employees who are working alone are to call a Supervisor to relieve them to use the restroom.

9.06 If an employee would like a rest period and a Supervisor has approved such a break, the employee must punch out of work and punch back in at their return.

ARTICLE 10 OVERTIME

10.01 All hours worked over eight (8) hours in a day or over forty (40) hours in a one (1) week period shall be paid at the rate of one and one-half (1.5) times their regular hourly rate.

10.02 It is understood that no employee will be paid for overtime work not duly authorized by the Management. It is understood and agreed, however, that should an employee's normal work week encompass a Saturday and/or Sunday those days shall be deemed to be non-premium rate working days.

10.03 The Employer shall give the employee as much notice as possible in the event of overtime.

10.04 In the event of a snow storm, employees unable to go home and on duty shall be paid time and one-half (1½) for any hours worked beyond eight (8) hours. Employees will not be compelled to work beyond sixteen (16) consecutive hours.

10.05 Overtime shall be by mutual consent and where practical, shall be offered to the most senior employee in the classification on the shift first, and thereafter in decreasing order of seniority, provided the employee has the ability to perform the normal requirements of the job. If no senior employee wishes to accept the overtime, then management will assign the job function to such other employee in the classification who is available and who has the ability and is qualified to do the work.

10.06 An employee shall not be required to take time off duty during the employee's regular assigned working hours to equalize for any overtime worked outside the employee's assigned working hours or on his or her assigned day off duty. This will not prevent employees from making other arrangements as to equalization of overtime by mutual arrangement, subject to the Employer's approval. The Union will be advised of any such an arrangement.

ARTICLE 11 **MINIMUM CALL-IN**

11.01 No employee shall be scheduled or called in to work for less than four (4) hours in any one day with the exception of any shifts starting prior to 6:00 a.m. which shall be of a minimum of six (6) hours. If no work or insufficient work is available, said employee will be paid four (4) hours at the appropriate hourly rate of pay or six (6) hours in the event of any shift starting prior to 6:00 a.m.

ARTICLE 12 **PROMOTIONS, VACANCIES, AND JOB POSTINGS**

12.01 Whenever a vacancy arises, or a new position is created, a notice of the vacancy or new position shall be posted for **twenty-one (21)** working days, and employees may apply in writing to fill the vacancy. If the vacancy is for a full-time job, then full-time employees within the seniority group shall be given preference when the applications are being considered. If the vacancy is for a part-time job, then the Employer shall give preference to applications submitted by part-time employees. The awarding of the position(s) shall be done in accordance with the seniority provisions of this Agreement.

A job posting shall include the duties of the job, any qualifications necessary, the classification, the wage rate applicable and the intended shift the position will be working, as well as the closing date for applications.

The job shall be awarded within five (5) working days following the end of the posting period.

12.02 The Employer shall give first consideration to the bargaining unit employees in filling the vacancy, provided that the Employer shall be free to fill the vacancy at its discretion should there be no suitable applications from the bargaining unit pursuant to the provisions of this section.

12.03 In the event that an employee is not able to perform the normal functions of the job following the familiarization period or in the event that the employee does not wish to continue working in that position, he/she shall be returned to his or her former position, and rate of pay without loss of seniority. It is understood that employees who wish to return to their former positions must do so within sixty (60) days.

12.04 The Employer agrees that when posting a job, it will notify employees who are on layoff or vacation at the time of the posting where said posting carries a greater or equal hourly rate of such employees. Accessibility of the posting remotely via computer or phone would constitute notification.

12.05 The Employer agrees to provide the Union with a copy of all job postings. The Employer shall notify the Union Representative in writing of the name of the successful applicant who fills the posted job, and whether or not the successful applicant is the senior applicant.

ARTICLE 13 GENERAL HOLIDAYS

13.01 The following days shall be recognized and considered as paid general holidays, for which regular full-time employees shall suffer no reduction in pay if not required to work:

New Year's Day	August Civic Holiday
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day

13.02 Holiday Pay Defined for Full-Time Employees

Holiday pay shall be defined as straight time hourly paid exclusive of shift premium calculated for a normal (eight) hour work day or prorated in accordance with the employee's normal daily hours of work.

13.03 Holiday Pay Defined for Part-Time Employees

General Holiday pay shall be calculated as 5% of the part-time employee's total gross wages, excluding overtime wages, for the four-week period immediately preceding the holiday. The part-time employee's total will also include any other general holiday pay or vacation pay that was received in that four-week period.

13.04 Pay for Work on Holidays

Any employee who works on a general holiday as outlined in section 13.01 shall be paid time and one-half (1½) for all hours worked on the holiday, plus holiday pay, provided the employee is qualified to receive holiday pay under the terms hereof.

13.05 Holiday Pay When Sick

An employee shall not be deprived of his or her pay for the general holiday if by reason of established illness the employee is absent from work on either or both of the regularly scheduled work days immediately preceding or following the general holiday. The Employer may require proof of illness.

13.06 General Holidays Occurring During a Period of Layoff

In no event will an employee who has been laid off for lack of work receive payment for any general holiday which occurs during the period of layoff.

13.07

Scheduling Holidays Taken During Vacation Period

When a general holiday occurs during an employee's vacation period, the employee shall inform the Employer at least two (2) weeks in advance of his or her vacation period, as to whether s/he will be taking an extra day's vacation added to his or her vacation period.

ARTICLE 14 VACATIONS WITH PAY

14.01 The vacation accumulation year will be from January 1 to December 31, with vacation entitlement based on continuous service as of December 31 of the preceding year.

14.02 Employees who have completed up to but less than five (5) years' service with SSP shall be entitled to two (2) weeks' vacation pay, calculated at four (4%) per-cent.

14.03 Employees who have completed five (5) years of service with SSP but less than seven (7) years' service shall be entitled to three (3) weeks' vacation pay, calculated at six (6%) per-cent.

14.04 Employees who have completed seven (7) years of service with SSP but less than ten (10) years' service shall be entitled to four (4) weeks' vacation pay, calculated at eight (8%) per-cent.

14.05 Employees who have completed ten (10) years of service with SSP but less than fifteen (15) years' service shall receive vacation pay in the amount of five (5) weeks' vacation pay calculated at ten (10%) per-cent.

14.06 Employees who have completed fifteen (15) years or more of service with SSP shall receive an additional one (1) day of vacation pay for each year in excess of fifteen (15) years, not to exceed six (6) weeks' vacation pay. Pay will be calculated at twelve (12%) per-cent.

14.07 Vacation pay shall be accumulated based on each employees gross income and paid out upon each employees request, provided that **two (2)** pay period of notice is given to the employer.

14.08 The vacation period shall be open throughout the calendar year, from January 1st to December 31st.

14.09 Vacation will be awarded on a first come, first serve basis, with **Employees completing an online request via Employer's software (HotSchedules) four (4)** weeks in advance of the day(s) requested. The Employer shall not unreasonably deny a request for day(s) off. The Employer shall reply **via HotSchedules** to the

Employee with an approval or denial within **seven (7) days**. In the event of multiple requests by Employees for the same day(s) and/or week(s) of vacation, and the Employer is unable to grant all of the requests due to business reasons, the Employer will follow Seniority in granting the vacations, with Employees having the most seniority being granted the vacation(s).

14.10 Employees whose employment is terminated shall receive vacation termination pay for the period they have not been compensated for in the amount of four (4%) per-cent, six (6%) per-cent, eight (8%) per-cent, ten (10%) per-cent, or twelve (12%) per-cent in accordance with their vacation entitlement.

14.11 An employee's approved scheduled vacation dates will not be changed by the Employer without two (2) weeks' prior written notice, and in no event will they be changed by the Employer, if the employee produces evidence of more than fifty (\$50.00) Dollars obligation committed prior to the two (2) weeks' written notice.

14.12 Vacation time is not cumulative from year to year and will be paid out to the employee in their last paycheque of the calendar year. If carryover of time is requested, such request shall be allowed once every two (2) years. An employee will be allowed to carry over up to four (4) weeks' vacation time (depending on entitlement) to the following year. Employees must advise the Employer of their intentions by December 1st if they plan to take their annual vacations in the following year.

14.13 The Employer agrees that an employee who is hospitalized during his or her vacation shall be entitled to reschedule his or her vacation at a mutually acceptable time.

ARTICLE 15 LEAVES OF ABSENCE

15.01 Union Leave

The Employer agrees to allow two (2) bargaining unit persons at one time to have time off work without pay in order that s/he may attend union meetings, educational meetings, conferences and conventions. The Union will give the Employer a minimum of two (2) weeks' notice in regard to such request to attend union meetings, educational meetings, conferences and conventions. In order to minimize disruption to the Employer's operations, the Union agrees to cooperate with the Employer in circumstances which result in difficulties in granting said leaves of absence.

15.02 Personal Leave

Employees with six (6) months of service shall be granted a leave of absence, without pay, and with a continuation of seniority accumulation for a period of time not to exceed six (6) months, for personal reasons, provided that such leave may be arranged without undue inconvenience to the normal operations of the Employer. Where

possible, the employee shall give the Employer a minimum of two (2) weeks' notice when requesting said leave of absence. If the requested leave is to be longer than one (1) month in duration, where possible, the employee shall make the request at least one (1) month in advance of the requested leave. The Employer shall not unreasonably deny such a request.

15.03 **Negotiations Leave**

The Employer shall allow time off, without pay, on the basis of three (3) employees for the purpose of attending on the Negotiating Committee. The Union will select two (2) employees from different locations in Food Services and one (1) person from Airport Services for this purpose.

15.04 Employees who are off work pursuant to Article 15.01 and 15.03 will be paid by the Employer as if they had worked their regular shift on the day of the absence. It is recognized that the time spent on such day will not be used to calculate overtime and/or other premium payments. The Employer will bill the Union for the payment of wages for the regular shift that would have been worked along with any other payments that are made by the Employer for the employee under this agreement.

15.05 **Maternity Leave**

A female employee shall be granted a maternity leave of absence by the Employer. Said employee shall be re-employed by the Employer after the birth, and must do so within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

Where an employee intends to work immediately following her maternity leave, she must make application, in writing, and give the Employer a minimum of four (4) weeks' notice in advance of the day she intends to return to work. She must provide the Employer with a doctor's certificate, certifying her to be medically fit to work.

In cases of physical complications, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks, provided such request is accompanied by a doctor's certificate setting out the nature of the complications.

No employee will be denied by the Company to apply for group insurance as a result of a disability arising out of her pregnancy. If a pregnant employee is denied group insurance the Employer and the Union will work together to see if the coverage can be reinstated.

Seniority shall accrue during a maternity leave of absence and benefits accumulated prior to said leave shall be maintained.

Parental Leave**(A) Entitlements**

Every employee

- (a) who becomes the natural parent of a child, or assumes actual care and custody of their newborn child or who adopts a child under the law of the province, and
- (b) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave, consisting of a continuous period of up to **sixty-three (63)** weeks.

(B) Commencement of Leave

Parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. The employee will decide when his or her parental leave is to commence.

(C) Late Application for Parental Leave

When an application for parental leave under 15.06(a) above is not made in accordance with 15.06 (b), the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this article for the full **sixty-three (63)** week leave period.

(D) Reinstatement of Employee

An employee who wishes to resume employment on the expiration of leave granted in accordance with this article shall be reinstated in the position occupied at the time such leave commenced, or in a comparable position with not less than the same wages and benefits if the position they occupied no longer exists.

(E) E.I. Benefits

Eligible employees will be entitled to collect E.I. benefits in amounts and for a time period as provided for under the E.I. Act, if they are eligible under the E.I. Act. If someone is ineligible for E.I. benefits

they may nevertheless be entitled to Parental Leave without any remuneration.

- (F) Seniority shall accrue during a parental leave of absence and benefits accumulated prior to said leave shall be maintained.
- (G) Benefits provided for in this article are in addition to any and all maternity leave benefits that are available to an employee.

15.07 **Bereavement Leave**

An employee will be given full pay for his or her normally scheduled hours up to four (4) days, which can be taken non-consecutively in the case of death in the immediate family. For these purposes, immediate family will be the following: siblings, parents, spouse (including common law spouse of the same or opposite sex), children, stepchildren, stepparents, stepsiblings, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, daughter-in-law, or son-in-law.

An employee informed of a death in the immediate family as defined in Article 15.07 above during work hours shall be granted the remainder of the shift off with pay. Such paid time off shall be included in the bereavement leave granted in Article 15.07 above.

Bereavement leave shall be extended by up to two (2) additional working days, one (1) of which shall be with pay and one (1) shall be without pay, as may be necessitated by reason of travel to attend the funeral, when the funeral is held outside a one hundred (100) mile radius of the City of Winnipeg. Additional days off without pay for other reasons may be granted by mutual agreement between the Employer and employee concerned.

In order to qualify for bereavement leave employees must submit proof of death by a copy of the death certificate or the obituary, if requested.

15.08 **Jury Duty**

Employees summoned to Jury Duty shall be paid wages amounting to the difference between the amount paid to them for jury 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 the day or days and fails to report back to work, or if Jury Duty occurs on the employee's scheduled day off.

15.09 **Witness Fees**

Employees required to appear in Court as a witness on behalf of the Employer or the Crown in matters relating to their employment, will be paid wages amounting to the difference between the amounts paid them for witness fees and the amount they would have earned had they worked on such days.

15.10 **Family Related Leave**

An employee is entitled to five (5) days or thirty (30) hours without pay for the employee to meet their family responsibilities in relation to the needs of his or her spouse, parent, child, step-parent, step-child, current foster child, sibling or in-laws.

15.11 **Unpaid Leaves**

The following additional leaves of absence shall be granted in accordance with The Employment Standards Code C.C.S.M. c. E110, 2007:

- a) reservist (paid by the Government of Canada)
- b) compassionate care (paid by Employment Insurance if qualified)

Upon request by an employee, the Company shall provide information about the eligibility for any such leave and its duration.

It is understood that should a death occur during or after the compassionate care leave, the employee shall be eligible for bereavement leave as per Article 15.07 of the Collective Agreement.

15.12 **Leave Authorization**

The employee's request and the Employer's decision concerning any requested leave of absence referred to in this article shall be made in writing.

ARTICLE 16 SAFETY AND HEALTH

16.01 The Employer, the Union and the employees agree to cooperate so as to maintain safe working conditions, and the Employer agrees to remove any conditions which are detrimental to the health of employees.

16.02 The Employer agrees to keep in good repair all equipment used by employees.

16.03 The Employer agrees to a Joint Safety and Health Committee which shall meet **four (4) times a year** and shall conduct safety tours of the premises at a time that is mutually agreed upon by committee members. Minutes of the meeting must be taken and copies posted on the bulletin board and emailed to the Union by the Employer within seven (7) calendar days. The Committee shall be comprised of three (3) members chosen by the Union and three (3) management persons, at least one (1) of each who will be from Airport Services. The Committee shall investigate accidents and incidents which occur on premises of the Employer.

16.04 All members of the Joint Safety and Health Committee shall receive the necessary time off with pay when conducting business in accordance with Article 16.03 above.

16.05 The Employer agrees to provide time off with pay (up to two (2) working days per year, comprising no less than sixteen (16) hours) for the purpose of allowing members of the Joint Safety and Health Committee to attend health and safety seminars. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Union. Additional time off without pay may be granted to members of the bargaining unit if so requested by the Union, and operational requirements permit. Time off shall not be unreasonably denied.

16.06 No employee shall be disciplined or discharged for refusal to work on a job or in any workplace or to operate any equipment where he or she has reasonable grounds to believe that it would be unsafe or unhealthy to do so or where it would be contrary to applicable federal, provincial and municipal legislation or regulations. Where, in such circumstances, an employee does not work, he or she shall not suffer a loss of pay.

16.07 The Employer agrees to provide adequate eyewash stations for all employees, as required of the Joint Safety and Health Committee.

16.08 An adequate number of fully stocked first aid stations will be provided throughout the Employer's premises as required, by the Joint Safety and Health Committee.

ARTICLE 17 MEDICAL EXAMINATIONS

17.01 (a) It is recognized that all employees may be required, so as to comply with laws or so as to comply with rules and regulations of the Employer, to submit to medical examinations. Any such examination shall be carried out by a medical practitioner selected by the Employer, who is acceptable to the Employer, and it is recognized that the Employer shall have the right to obtain a copy of any medical report relating to any such examination **if proven to be necessary** and a copy of same shall be provided to the employee.

- (b) The Employer will have access to the results of any medical examination where such information is required to comply with laws, or is required to comply with reasonable rules and regulations of the Employer, providing the medical examination and information relates to the Employee's work or workplace.

17.02 It is understood that employees shall not lose any wages as a result of having to attend for a medical examination arranged for by the Employer when asked to report during working hours.

17.03 Employees shall be paid two (2) hours' pay if asked to report outside of working hours for a medical examination (except pre-employment examinations).

ARTICLE 18 UNIFORMS & EMPLOYEE DISCOUNTS

18.01 The Company will provide all full-time employees with two (2) sets of uniforms upon hire. Worn uniforms are to be turned in to receive a new replacement. Should the uniform become damaged or become worn as a result of the employee performing their normal duties, it will be replaced at no expense to the employee. Each set of uniform will consist of: two (2) aprons, two (2) shirts, and one (1) hat.

Part-Time employees uniform will consist of one **set**.

18.02 All uniforms supplied by the Company shall remain the property of the Company and shall be worn only at work. Nametags will be considered part of the uniform.

18.03 All kitchen staff will be supplied the following uniforms or special articles of clothing to be worn while on duty; hairnets, black cloth aprons, and waterproof aprons for dishwashers. In the event that other articles may become required by Workplace Safety and Health regulations, the parties agree to negotiate over the supplying of the article(s).

The Employer agrees to supply uniforms to those employees required to wear a uniform due to the brand that they work in.

18.04 Company supplied uniforms are to be the employee's responsibility to maintain and launder.

18.05 Employees will receive a discount of fifty (50%) per-cent off the menu price for the purchase of one staff meal per shift worked, excluding overtime. Employees will be entitled to non-specialty coffees, tea, and fountain soft drinks free, other specialty beverages/coffees and Starbucks drip coffee may be purchased at fifty (50%) per-cent off the listed price. Other food items consumed at work are fifty (50%) per-cent off. Exceptions to this discount are all retail purchases, bottled beverages such as bottled

soda, any bottled water, sports drinks, bottled juices, and bottled milk as well as any purchase from Tim Horton's and Starbucks, which will be sold to employees at full retail price. All items must be rung in and paid for prior to consumption and consumed in approved areas. Beer, wine and alcohol are not included in the meal discount program and are not to be sold and/or consumed by SSP employees at any time.

In the event that any of the units currently not part of the meal policy are "rebranded" and if they offer margins that allow for a discount to be applied, the Company agrees, via a joint labor management meeting, to discuss an appropriate discount for those items.

ARTICLE 19 TRANSPORTATION AND PARKING

19.01 The Employer does not control the parking areas, but will endeavour to work with the Winnipeg Airport Authority so that regular full or part-time employees working twenty (20) hours or more scheduled hours per week and using their cars to drive to and from work shall be supplied with a non-transferable parking permit. Such permit will be assigned to one and one alternate vehicle owned or used by the employee. This permit shall remain in force during the term of their employment. Parking passes are only allowed to be used by SSP Canada Food or Airport Service, Inc. employees.

19.02 When the Employer's place of business and the employee's residence are located within the boundaries of Winnipeg, the Employer must provide the employee with adequate transportation between the residence and the workplace when the employee's hours of work begin or end after 12 midnight and before 6:00 a.m. **However, if the employee provides their own transportation, a parking permit will be provided.**

19.03 Car Winter Plugs

The Employer does not control the parking areas, but will endeavour to work with the Winnipeg Airport Authority to provide car winter plugs for employee's vehicles.

ARTICLE 20 LOCKERS

20.01 The Employer does not control the available space within the Terminal Buildings, but will endeavour to work with the Winnipeg Airport Authority to identify a location, if possible, and provide an assigned locker to employees in the bargaining unit. The employee shall supply their own lock that may be left in place for the duration of their shift. Employees shall supply their own lock and remove it along with the contents of the locker at the end of their work shift.

20.02 It is understood between the parties that if there is an ability to establish the lockers during the life of the Collective Agreement, such lockers may only be entered in one (1) of the four (4) following circumstances:

- (1) (a) in the presence of the employee; or
(b) if requested by the employee, in the presence of a Shop Steward.
- (2) In the presence of a Police Officer.
- (3) In the event of laundry inventory or an unusual circumstance emanating from a locker, the Employer shall have the right to examine the locker but only in the presence of the employee involved or a Shop Steward.
- (4) In the event that an employee does not remove their lock or the contents of the locker at the end of their shift, the Employer may remove the lock at their discretion, in the presence of another bargaining unit employee or union steward, and such contents will not be the responsibility of the Employer.

ARTICLE 21 WAGE RATES AND WORK CLASSIFICATIONS

21.01 Minimum wage rates and work classifications for the employees shall be as set forth in Appendix "A" attached hereto and becoming part of this Agreement. If, however, the Employer decides to pay a higher wage rate for a person in any classification in Appendix "A" it shall apply to all employees in the classification. For employees that are overscale at ratification, this language will not apply.

21.02 Work Rather Than Layoff - Wage Rate

When an employee is laid off due to a shortage of work and elects to exercise his or her seniority to remain at work, such employee shall be paid the applicable rate of pay for the classification of the work he or she performs.

21.03 Permanent Transfer to Higher Rated Classification

Any employee, who is permanently transferred to a higher rated classification, shall be paid the rate of pay for the classification to which he or she has been transferred to.

21.04

Permanent Transfer to Lower Rated Classification

Any employee who is permanently assigned by the Employer to work in a lower rated classification will not have his or her hourly rate of pay reduced. Said employee will continue to receive the hourly rate of pay he or she was earning prior to said transfer, until the hourly rate of pay in the lower rated classification to which he or she has been assigned equals or surpasses same.

21.05

New Classifications

If a new classification is created within the bargaining unit, the Employer agrees to meet with the Union and negotiate a rate of pay for the new classification. If the parties cannot reach agreement, at the request of either party, the matter shall be submitted to the arbitration procedure in Article 39 of this Agreement.

ARTICLE 22 EMPLOYEES' PAY DAY

22.01

The Employer agrees to pay any employee on the pay day selected by the Employer during the employee's lunch hour or at a time mutually satisfactory.

22.02

Normal pay periods cover a term of two (2) weeks from Wednesday a.m. of one (1) week until Tuesday p.m. of the following week. Direct deposit will be made pursuant to 22.04 by no later than nine (9) days following the end of the pay period. If the pay period changes, the Union will be notified.

22.03

The Employer also agrees to make every attempt to rectify any payroll mistakes that are made by the Employer, to include making necessary adjustments to the employee(s) pay within three (3) banking days of verification of the error. If the payroll mistake is a result of employee error, the Employer will rectify and any necessary adjustment(s) will be included in the Employee's paycheque, providing the pay period has not ended. If the pay period has ended, the adjustment will be in the Employee's paycheque for the pay period they are currently in. Said adjustment will be done by direct deposit. The Employer will not be responsible for banking institution delays.

22.04

The Employer agrees to pay each employee through a direct deposit into a bank or financial institution of the employee's choice and agrees to make available electronically no later than the date before payday, a detailed description of all deductions made from the employee's pay, as well as the amount of net pay deposited in the employee's bank account.

ARTICLE 23 HEALTH AND WELFARE

23.01 The Employer agrees to a Health and Welfare Plan as well as other health and welfare benefits as set out in Appendix "B" attached hereto.

23.02 The Employer shall ensure that the Union and the employees covered by this Agreement are provided with the most recent copy of the summary pamphlets (or similar documents) of the Employer's Health and Welfare Benefits effective the date of ratification and any time any part of the benefits change.

ARTICLE 24 NOTICE OF LAYOFF AND/OR TERMINATION

24.01 When the Employer desires to lay off any employee with sixty (60) or more days' worked with the Employer, then in such case the Employer shall provide the appropriate number of days of written notice required under *The Employment Standards Code C.C.S.M. c. E110, 2007* or pay in lieu thereof at the employee's regular rate, except that the minimum written notice or pay in lieu thereof provided to an employee under this Article 24.01 shall be no less than two (2) weeks' notice or pay in lieu thereof at the employee's regular rate.

24.02 When the Employer terminates the employment of an employee for just and sufficient cause then no notice shall be given and no wages shall be paid in lieu thereof unless said employee is reinstated through the Grievance and Arbitration Procedure of the Agreement.

24.03 Any employee with sixty (60) or more days' worked with the Employer, who desires to terminate his or her employment, shall give one (1) weeks' notice to the Employer.

ARTICLE 25 TRANSFER OF BUSINESS

25.01 In the event that the ownership of the Employer passes to another employer or a part or section of the business property under the control of the Employer is sold or leased or otherwise disposed of to another employer, the Employer agrees that it shall provide the Union with a notice of the transfer, lease or sale or other form of disposition, at least thirty (30) days prior to its completion. Such notice may be in the form of a letter from the Company to the Union. The notice to the Union from the Employer shall be longer than thirty (30) days' duration if the giving of such longer notice is possible.

ARTICLE 26 MANAGEMENT'S RIGHTS

26.01 The Union recognizes that the management of the Employer and the direction of the working force are fixed exclusively in the company and shall remain solely with the Employer except as specifically limited by an express provision of the Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the company to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, direct, classify, transfer, promote, demote, lay off, recall, suspend and discharge or otherwise discipline employees, provides that a claim by an employee who has acquired seniority standing that s/he has been discharged or disciplined without just cause may become the subject of a grievance and may be dealt with as hereinafter provided;
- (c) determine, in the interest of efficient operation and high standard of service, the number of personnel required, the assignment of working hours, the service to be performed and the methods, procedures, facilities and equipment to be used in connection therewith; and
- (d) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees.

26.02 The Employer agrees that the above rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

26.03 A non-bargaining unit personnel shall only have the right to temporarily work in a location in emergency situations (such as sickness when no proper notice was given, absenteeism, severe snow storms) or the training or orientation of newly-hired employees for a reasonable temporary period only.

26.04 All packages, parcels and materials must be authorized for removal from any of the Employer's premises by the manager, supervisor or security guard who will, after satisfactory inspection, issue a signed pass.

26.05 The Employer agrees, in the administration of this Collective Bargaining Agreement, to act reasonably, fairly, in good faith and in a manner consistent with the Collective Agreement as a whole.

ARTICLE 27 **LABOUR/MANAGEMENT RELATIONS COMMITTEE**

27.01 A Labour/Management Relations Committee will be appointed within thirty (30) calendar days of the signing of this Agreement, consisting of two (2) representatives of the Union who shall be employees of SSP Canada Food Services Inc., and one (1) employee of SSP Canada Airport Services Inc. and three (3) representatives of the Employer, who shall meet on a monthly basis or more often by mutual agreement to discuss working conditions, economy of operations, quality and quantity of service and other matters to promote a harmonious relationship between the Employer and its employees. Employees shall suffer no loss of pay or be entitled to overtime as a result of attending such meetings. The parties will endeavour to hold all meetings during work time but, if this is not possible, employees who attend a Labour/Management Relations Committee meeting outside of work time will be paid straight time for all time spent at the meeting.

27.02 The Union Representative assigned to service the bargaining unit may participate as one of the three (3) representatives of the employees.

27.03 All minutes of the Labour/Management Relations Committee will be posted on the bulletin board and emailed to all employees as well as the Union by the Employer within seven (7) calendar days.

ARTICLE 28 **SHOP STEWARDS**

28.01 The Employer agrees to recognize up to four (4) Shop Stewards appointed by the Union for the purpose of overseeing the terms of the Collective Bargaining Agreement. The Union will endeavour to ensure that at least one (1) of the four (4) appointed Stewards is from Airport Services.

28.02 The Employer agrees to allow the Shop Steward designated by the Union to wear Shop Steward Badges while on duty, unless objections are raised by the brands, owners or occupiers of the facilities in which the Employer's operations are located.

28.03 The Union will provide a list of Shop Stewards indicating the name and unit number, when changes are made, and will mail same to the Employer's head office.

28.04 The Union acknowledges that its Stewards must continue to perform their regular duties and that so far as it is practicable, all union activities will be conducted outside of regular working hours and:

- (a) said employee will not leave his or her regular duties without obtaining permission from his/her supervisor who will be given a reasonable explanation for the requested absence; and

- (b) the employee will report to his/her supervisor immediately upon his/her return.

28.05 The Employer agrees not to discriminate against any member of the bargaining unit and/or Shop Steward, for exercising their right under the terms of the Collective Agreement and presenting grievances.

ARTICLE 29 UNION REPRESENTATIVE'S VISITS

29.01 Duly authorized full-time representatives of the Union shall be entitled to visit all areas of the Employer's operations for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented. Union Representatives agree to notify the Employer prior to their visit. Such visits shall not unduly disrupt operations. If necessary, a Union Shop Steward shall be entitled to accompany the full-time Union Representative during such visits. If the Union Shop Steward is scheduled to be working all such time spent by the Shop Steward shall be considered as time worked. All time spent by the Union Shop Steward outside of their scheduled working hours shall not be considered as time worked.

29.02 The Union Representative, without limiting the foregoing, can interview an employee for the purpose of investigating a possible grievance or signing up new employees. Such interviews shall occur

- a) after notifying the employee's supervisor or her designate solely for the purpose of ensuring that coverage can be arranged;
- b) carried on in private in a place within the Employer's premises designated by management;
- c) held, whenever possible, during the employee's lunch period or rest period;
- d) if necessary to hold an interview during the employee's working hours, the time taken for such interview shall be limited to five (5) minutes, but with the approval of management such interview may be longer than five (5) minutes, and
- e) held at such times as to minimize the interference with the Employer's operation.

ARTICLE 30 **BULLETIN BOARD**

30.01 The Employer shall allow the Union to install its own bulletin board in the Employer's premises and shall further allow the Union to post notices concerning matters that are of a direct interest to the Union and the employees covered by this Collective Agreement; provided that such notices are not derogatory and/or disparaging of the Employer, management and/or the brands. The location of the bulletin board shall be mutually agreed to between the Employer and the Union and shall be situated in a prominent place.

ARTICLE 31 **CASH SHORTAGES**

31.01 No employee may be disciplined for cash register shortages unless she or he is given the privilege of checking the money upon starting the work shift and unless the employee has exclusive access to the cash register during the work shift, except as specified below.

31.02 No employee may be disciplined for cash register shortages when Management or a relieving employee opens the cash register during the employee's work shift, unless the register is opened in the presence of the employee and the employee is given the opportunity to verify all withdrawals and/or deposits.

31.03 Cash Handling

Employees shall comply with the Cash Handling Procedures established by the Employer. The Employer agrees to provide a Cash Handling Procedure in writing to each employee.

31.04 Persistent cash shortages or cash shortages for which the employee is proven to be responsible shall be subject to disciplinary action by the Employer, which disciplinary action may involve discharge.

ARTICLE 32 **REPRIMANDS**

32.01 The Shop Steward, or in the absence of a Shop Steward, another employee in the bargaining unit selected by the employee, shall be present when a member of the bargaining unit;

- (a) is given a reprimand which is to be entered on the employee's personnel file;
- (b) is suspended or discharged.

32.02 Any employee who is called to a meeting regarding his or her layoff, demotion, reduction to part-time, reduction in hours of work, change of classification, change of job duties and/or any other matter which may affect their employment shall, at his or her discretion, be accompanied at said meeting by a Union Representative and/or Shop Steward.

32.03 When an employee is discharged from employment, or laid off, demoted or disciplined or discharged, the Employer agrees to give the reason in writing to said employee, with a copy faxed or emailed to the Union within twenty-four (24) hours.

32.04 The Employer also agrees not to discharge, discipline, transfer or lay off employees without just and sufficient cause.

32.05 The Employer agrees that any reprimand, suspension or disciplinary notice, shall be removed from the employee's personnel record after twelve (12) months provided no additional adverse reports for the same or similar offence are written within the twelve (12) month period. If any adverse reports for the same or similar offence are written within the twelve (12) month period, all adverse reports will remain on file for a twelve (12) month period from the date of the latest report. Once removed said reprimand, suspension or discipline notice cannot be referred to or used against the employee at a later date.

32.06 **Access to Employee's Personnel File**

Employees covered by this Agreement will have access to their own personnel file, in the presence of management, upon request by the employee involved. It is understood that employees shall be entitled to obtain copies of all documents contained in their personnel file when requested and that an employee's reply to any document contained in his or her personnel file will also be placed in said employee's personnel file. The Employer agrees to keep only one (1) personnel file per employee.

ARTICLE 33 NO STRIKES OR LOCKOUTS

33.01 In view of the orderly procedure established herein for the disposition of employees' grievances, the Employer agrees that it will not cause or direct any lock-out of its employees, and the Union agrees that there will be no strike, slow-down, sit-down, work stoppage, either complete or partial during the term of the Collective Agreement.

ARTICLE 34 ADJUSTMENT OF GRIEVANCES

34.01 Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement, which concerns the

interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

34.02 **The** Union or the Employer may present a grievance.

34.03 Any grievance which is not presented within fifteen (15) working days following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved party.

34.04 Time limits as contained in this article may be extended by mutual agreement.

34.05 All grievances at Step Two shall be presented in writing, stating the Article of the Collective Agreement said to be violated and the remedy sought.

34.06 The procedure for adjustment of grievances shall be as follows:

Step One The employee, or the Union Representative or Shop Steward, shall discuss the matter with the Unit Manager.

Step Two If a satisfactory settlement cannot be reached the matter shall be taken by the Union Representative to the General Manager and notification sent to the regional Human Resource Representative within ten (10) working days of the meeting in Step One.

Step Three If a satisfactory settlement cannot be reached, then upon request of either party, within fourteen (14) calendar days of receiving the final written decision from either party, but not thereafter, the matter may be referred to an Arbitrator selected in accordance with Article 39.

ARTICLE 35 ARBITRATION PROCEDURE

35.01 If the Union and the Employer cannot reach an adjustment upon request of either party, the grievance shall be submitted to an Arbitrator. If agreement cannot be reached with ten (10) days in respect to the selection of an Arbitrator by the parties involved, the matter shall be referred to the Manitoba Labour Board, who shall appoint an Arbitrator.

 The arbitrator will not be deemed to be willing to act unless s/he is in the position to convene the hearing within twenty-eight (28) days from the date of his/her appointment.

 The decision of the arbitrator shall be given within a period of twenty-one (21) days after the closing of the arbitration hearing.

35.02 The person selected as an Arbitrator shall in no way be involved directly in the controversy under consideration, or be a person who has a personal or financial interest in either party to the dispute.

35.03 The arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as he or she deems essential to a full understanding and determination of the issues involved. In reaching his or her decision, the arbitrator shall be governed by the provisions of this Agreement.

35.04 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party which is contrary to any provisions of this Agreement, or which involves the determining of a subject matter not covered by or arising during the term of this Agreement.

35.05 In the event of termination, discharge or suspension of an employee, the Arbitrator shall have the right to sustain the Employer's action or to reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way he or she deems equitable.

35.06 The findings and decision of the Arbitrator, on all arbitrable questions, shall be binding and enforceable on all parties involved.

35.07 It is the intention of the parties that this section shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operations, as a result of any grievances. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this section.

35.08 The expenses and fees of the Arbitrator shall be borne equally by the parties to the arbitration proceedings.

ARTICLE 36 COURT OR LABOUR BOARD DECISION

36.01 In the event that any section or portion of this Collective Agreement is held improper or invalid by any Court of Law or the Manitoba Labour Board, it is agreed that the remaining sections or articles of this Agreement shall not be made invalid by such decision and at the request of either party, the section or portion of this Agreement which has been found to be improper or invalid shall be negotiated by the parties. If no agreement can be reached, the matter shall be presented to an arbitrator under the Arbitrations section of this Agreement for final decision.

ARTICLE 37 TRAINING

37.01 The Employer shall decide which employees and how many employees are required to have the Food Handler Certification Program or **Smart Choice**. The Employer agrees to reimburse employees who successfully complete the Food Handler Certification Program or the **Smart Choice**. The reimbursement will be limited to the cost of the course and straight time lost for the employees who successfully complete the Food Handler Certification Program and the cost of the course and one (1) hour's pay for employees who successfully complete the online **Smart Choice**.

37.02 When an employee who holds a current Food Handler Certificate, or the **Smart Choice** Certificate, whether the Employer paid for their training or not, and the Employer decides that Certificate needs to be renewed, the employee shall be reimbursed by the Employer as set out in 37.01, upon successfully completing the course and providing receipts.

ARTICLE 38 APPENDICES AND LETTERS OF UNDERSTANDING

38.01 The Employer agrees that all appendices and Letters of Understanding that are attached to the end of this Agreement shall be considered as forming part of the Collective Agreement for all purposes except as otherwise specified in the Letter itself.

ARTICLE 39 PREMIUMS

39.01 Any employees who work between 11:00 p.m. and **6:00 a.m.** shall receive a night premium of **seventy-five cents (\$.75)** per hour for all hours worked during that time frame in addition to their regular wage rates.

39.02 Any employees assigned to train newly hired employees shall receive a training premium of one dollar **and twenty-five cents (\$1.25)** per hour for each hour spent training as well as all collect all gratuities during that time.

39.03 Shop stewards who meet with the Employer to oversee the scheduling of hours as referred to in Article 8.05 shall receive a premium of one dollar (\$1.00) per hour for each hour spent reviewing said schedule.

ARTICLE 40 RELIEVING RATES OF PAY/TEMPORARY ASSIGNMENTS

40.01 Any employee who is temporarily assigned to work in a higher paying classification for three (3) hours or more shall receive the higher rate of pay for all time so employed.

40.02 Any employee who is temporarily assigned to work in a lower paying classification shall nevertheless continue to receive their higher rate of pay for all time so employed.

ARTICLE 41 JOB DESCRIPTIONS

41.01 The Employer shall provide the Union and affected employees with job descriptions for all classifications for which the Union is bargaining agent. If a job description is changed by the Employer, an updated job description shall be provided to the Union and the affected employee. The Union shall be consulted about proposed changes to job descriptions before implementation.

41.02 The Employer agrees that no present full-time employee in the bargaining unit shall lose their employment as a result of institution and initiation of new job descriptions or new job classifications.

41.03 The Employer shall seek input from affected employees when preparing or changing job descriptions.

ARTICLE 42 EXPIRATION AND RENEWAL

42.01 This Agreement shall be effective from May **15**, 2019 and shall remain in full force and effect until May 14, **2025** and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or one year renewal date, give notice in writing to the other party of a desire to terminate this Agreement or to negotiate a revision thereof.

42.02 When the required notice for termination or revision is given by either party, negotiations in connection with same will be started promptly and expeditiously conducted, so that if it is reasonably possible, same may be mutually satisfactorily concluded within the notification period.

42.03 When the required notice for termination or revision is given by either party, where the parties are negotiating with each other and prior to such time as the appropriate party declares a legal strike or lock-out, this Agreement shall remain in full force and effect for all purposes whatsoever excepting any limitation upon the right of the parties to declare a legal strike or lock-out, at which time this Agreement shall cease to be effective.

42.04 In the event that a legal strike is declared, the Union agrees to provide the Employer with seven (7) days' notice in writing of the date of the strike action.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT.

SIGNED THIS DAY OF , 2022.

FOR THE UNION:

FOR THE EMPLOYER:

APPENDIX "A"

WAGE RATES

A-1 Classifications and Hourly Rates of Pay

	Current	Date of Rat	May 1, 2022	Oct 1, 2022	Nov 1, 2022	Apr 1, 2023	May 1, 2023	Oct 1, 2023	Nov 1, 2023	May 1, 2024	Nov 1, 2024
		8.00%	1.60%		1.60%		1.60%	Min Wage	1.60%	1.60%	1.60%
Food Service Attendant	\$12.30	\$13.28	\$13.50	\$13.75	\$13.97	\$14.40	\$14.63	\$15.55	\$15.80	\$16.05	\$16.31
Host	\$12.30	\$13.28	\$13.50	\$13.75	\$13.97	\$14.40	\$14.63	\$15.55	\$15.80	\$16.05	\$16.31
Commissary	\$12.83	\$13.86	\$14.08	\$14.08	\$14.30	\$14.40	\$14.63	\$15.55	\$15.80	\$16.05	\$16.31
Utility/ Dishwasher	\$12.30	\$13.28	\$13.50	\$13.75	\$13.97	\$14.40	\$14.63	\$15.55	\$15.80	\$16.05	\$16.31
Bartender	\$12.30	\$13.28	\$13.50	\$13.75	\$13.97	\$14.40	\$14.63	\$15.55	\$15.80	\$16.05	\$16.31
Servers	\$12.30	\$13.28	\$13.50	\$13.75	\$13.97	\$14.40	\$14.63	\$15.55	\$15.80	\$16.05	\$16.31
Cook	\$12.54	\$13.54	\$13.76	\$13.76	\$13.98	\$14.40	\$14.63	\$15.55	\$15.80	\$16.05	\$16.31
Dock Utility	\$12.30	\$13.28	\$13.50	\$13.75	\$13.97	\$14.40	\$14.63	\$15.55	\$15.80	\$16.05	\$16.31
Dock	\$12.83	\$13.86	\$14.08	\$14.08	\$14.30	\$14.40	\$14.63	\$15.55	\$15.80	\$16.05	\$16.31
Supervisor	\$14.00	\$15.12	\$15.36	\$15.36	\$15.61	\$15.61	\$15.86	\$15.86	\$16.11	\$16.37	\$16.63

The Employer agrees to create a Classification of Cook 2 that will carry a premium of one dollar (\$1.00) per hour starting on November 15, 2017 for any cook that works on a Fryer, Flat Top or Grill.

All overscale employees will remain overscale and receive the same general increases as is applied to the classification rate.

A-2 No bargaining unit employee will be allowed or required to provide any written discipline to any other bargaining unit employee.

A-3 Minimum Wage

At no time shall any classification rate be less than twenty-five (25¢) cents above the minimum wage in the Province of Manitoba. In the event of an increase to the minimum wage, the employee's rate will be increased to twenty-five (25¢) cents per hour above that rate, but the subsequent increases will be adjusted.

A-4 Starting Rate

New employees hired after ratification can be employed at a wage rate equal to no more than \$0.10 below the scale for their respective classification for their

probationary period. Following the expiration of their probationary period, such employees wage rates must be at the scale for their respective classification. Thereafter, all such employees receive the raises applicable to existing employees. In the event that \$.10 below the scale rate is less than the provincial minimum wage rate at the time of hire, the employee will be hired at the provincial minimum wage and then increased to the scale rate at completion of probation.

APPENDIX "B"

HEALTH & WELFARE PROGRAM

The Employer will provide a Group Health and Welfare Benefit Plan for employees covered under this preamble. A general description of the Health and Welfare benefits to be provided, terms and conditions, are as follows in B-1 to B-4. Employees and the Union will be provided with details of the Plan. For greater specifics relating to each benefit, the Plan text should be referred to.

Unless otherwise specifically stated, all of the benefits shall apply to all employees in the bargaining unit who work at least twenty-five (25) hours per week. Employees may opt out of the Dental and Extended Health Care coverage only, if they are receiving coverage from another Plan.

Both the Employer and the Employee shall share in the bi-weekly cost of Health and Dental benefits, with the Employer paying seventy (70%) percent of the cost of the premiums and the employees paying thirty (30%) percent of the cost of the premiums for all Health and Welfare benefits referred to in this appendix, in effect at the date of ratification and thereafter, unless otherwise specifically stated.

The Employer shall have the right to make arrangements for the replacement of such benefits provided that benefit levels are maintained or improved and do not increase costs to the employees. Under such circumstances, the Employer shall first provide the Union with advance notification in writing, detailing the specific changes that are to take place as well as the reasons for said changes

Definition of Terms:

Dependents:

- Your dependent must be a spouse or a child and a resident of Canada.

Spouse:

- Spouse by marriage or common law who has been publically represented as your spouse and living with you for at least 12 months.

Child:

- Your children by birth or adoption or your spouse's child
- Any other unmarried child for whom you or your insured spouse has been appointed guardian. The insurer may request proof of guardianship. If your insured spouse is the appointed guardian, the spouse must be living with you.
- Children age 21 or over are eligible for coverage if:
 - He or she is a full-time student (up to age 26); or
 - Is incapacitated for a continuous period beginning either before age 21 or while a full-time student and before age 26.

Basic Earnings:

- The salary you receive from your employer excluding any bonus, overtime or incentive pay.

Continuation of benefits during an Approved Leave of Absence, Strike or Lay Off:

- Benefits may be continued during an approved leave of absence and are subject to approval by the Employer and the benefits insurer.

AS OF APRIL 1, 2020 Benefits will improve to:

Psychologist	\$1,000 per calendar year
Chiropractor	\$500 per calendar year
Naturopath	\$500 per calendar year
Podiatrist or Chiropodist	\$500 per calendar year
Speech Therapist *** Referral	\$500 per calendar year
Physiotherapist *** Referral Required	\$500 per calendar year
Osteopath	\$500 per calendar year
Massage Therapist	\$500 per calendar year
Private Duty Nursing	\$10,000 per calendar year
Nutritionist/Dietician (combined)	\$400 per calendar year
Medical Equipment	\$5,000 per lifetime
Medical Prosthesis	Covered
Medical Supplies	Covered
Ambulance Services	Covered
Hearing Aids	\$500 every 5 years
Orthotics	\$300 per year
Orthopaedic Shoes custom made	Combined with Orthotics maximum
Eye Exams	\$75 in provinces where eye exams are not Covered
Out of Country/Province Travel Cards	Limited to sixty (60) days & \$3 million max per trip
Survivor Benefit	2 years

B-1 Extended Health Benefit

The Employer agrees to pay seventy per cent (70%) of the premiums for its Extended Health Benefit for eligible employees. The benefit shall include:

- Major Medical Benefit (B-2.01)
- Hospital Benefit (B-2.02)
- Drug Benefit (B-2.03)
- Vision Benefit (B-2.04)

And is as follows:

B-1.01 Major Medical Benefit

- Eligibility: After twelve (12) months of service with the Employer
- Portion payable - 90%
- Benefit maximum age (termination)- retirement
- Dependent age coverage until 21 years
- Student Age coverage until 26 if in school full-time
- Overall Health Maximum Lifetime is \$100,000

B-1.02 Hospital Benefit

- Eligibility: After twelve (12) months of service with the Employer
- Daily amount - the difference between the public ward rate and the semi-private accommodation rate
- Benefit maximum age – retirement
- Hospital co-insurance at 100%
- Convalescent Care is semi private, limited to \$20 per day to a max of 180 days
- Dependent age coverage until 21 years
- Student Age coverage until 26 if in school full-time

B-1.03 Drug Benefit

- Eligibility: After twelve (12) months of service with the Employer
- Portion payable - 90% with a dispensing fee cap of \$6.00
- Benefit maximum age - retirement
- Dependent age coverage until 21 years
- Student Age coverage until 26 if in school full-time
- Maximum benefit per individual - \$2,000 per calendar year
- Fertility Treatment – lifetime max \$2,400
- Smoking Cessation – lifetime max \$500
- Drug Card Provided

B-1.04 Vision Benefit

- Eligibility: After twelve (12) months of service with the Employer
- Co-Insurance at 100%
- Eye Exams - **\$75** per calendar year (in Provinces where eye exams are not covered)
- Glass Maximum - **\$300** every 24 months (Employees & Dependents)
- Contact Lenses –Included
- Laser Surgery Benefit – included
- Benefit maximum age - retirement

- Dependent age coverage until 21 years
- Student Age coverage until 26 if in school full-time

B-2 Dental Benefit

The Employer agrees to pay seventy per cent (70%) of the premium for its dental benefit for eligible employees. The benefit shall be as follows:

- Eligibility: After twelve (12) months of service with the Employer
- Recall Frequency – once every 6 months
- Current Manitoba Fee Guide Year
- Basic Restorative coverage Level 1 – 90%
- Periodontics and Endodontics Level 2 – 90%
- Annual maximum Level 1 & 2 combined – unlimited
- Survivor Benefit – 2 years
- TMJ lifetime maximum - \$1,000
- Benefit maximum age - retirement
- Dependent age coverage until 21 years
- Student Age coverage until 26 if in school full-time

B-3 Accidental Death and Dismemberment Benefit

The Employer agrees to pay the full cost of premiums for the Accidental Death and Dismemberment benefit for eligible employees. The benefit shall be as follows:

- Eligibility: After twelve (12) months of service with the Employer
- Twenty-five thousand (\$25,000) dollars
- Terminated at age 65 or earlier retirement

B-4 Life Insurance

The Employer agrees to pay the full cost of premiums for their Life Insurance benefit for all eligible employees. The benefit shall be as follows:

- Eligibility: After twelve (12) months of service with the Employer
- Twenty-five thousand (\$25,000) dollars
- Terminated at age 65 or earlier retirement

EXHIBIT ONE


TO: THE NEW OR REHIRED EMPLOYEE:

You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between **the United Food & Commercial Workers Union, Local 832**, and **SSP Canada Food Services, Inc. and SSP Canada Airport Services Inc.**, contain the following statements:

“All employees covered by this Agreement shall become members of the Union and maintain membership in good standing as a condition of employment.”

“The Employer agrees to deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by regular and proper vote of the membership of the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees’ first pay. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Employer’s four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly written statement of the names and social insurance numbers of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the monthly cheque, with the names of employee’s and name change of employees.”

Please complete the Membership Application (sample below) immediately and return it to your Employer so they can forward it to the Union office within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION  United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION			
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE
PREFERRED LANGUAGE	E-MAIL ADDRESS	DATE OF HIRE (D/M/Y)	I hereby authorize _____ to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required only. (Cross out if you do not agree)		
COMPANY NAME	LOCATION NO./LOCATION	DEPARTMENT/NO.			
CLASSIFICATION	EMPLOYER NO.	FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/>	CASUAL <input type="checkbox"/>	OTHER <input type="checkbox"/>	
I hereby make application for membership in the United Food & Commercial Workers International Union and affirm the above statements are true. I agree that all monies paid by me shall be for the benefit of the Union. I have not been declared ineligible for membership in the United Food & Commercial Workers International Union. I authorize the Union to represent me for the purposes of collective bargaining and handling of grievances. I agree to abide by the policies and procedures to regulate privacy and protection of personal information relating to my employment. I agree that all information will be safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.					
APPLICANT'S SIGNATURE		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE:	

LETTER OF UNDERSTANDING

AGREEMENT BETWEEN:

SSP CANADA FOOD SERVICES, INC. AND SSP CANADA AIRPORT SERVICES, INC., operating food concessions and providing airport services at Winnipeg International Airport, a body corporate carrying on business in the City of Winnipeg area in the Province of Manitoba, hereinafter referred to as the "Employer"

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union"

RE: SUPERVISOR PAY INCREASE,

SSP CANADA FOOD SERVICES, INC. AND SSP CANADA AIRPORT SERVICES, INC (the "Employer") and UNITED FOOD & COMMERCIAL WORKERS, LOCAL 832 (the "Union") (collectively the "Parties"), have entered into the following Letter of Understanding (the "LOU"). This language agreed upon in this LOU supersedes the current contract language:

Effective February 28, 2024 the "Supervisor" wage rate will increase to \$17.11 for all employees classified as a "Supervisor".

The wage rate for "Supervisor" will be \$17.38 effective May 1, 2024 and \$17.66 effective November 1, 2024.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

Signed this FEBRUARY day of _____, 2024

On behalf of the Union

On behalf of the Company