



Collective Agreement

Between

Greater Toronto Airports Authority

and

**Public Service Alliance Canada
Local 0004**

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AUG 20 2004

Effective August 1, 2003
Through
July 31, 2006



11857(02)

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Article 1 - Purpose

1:01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Union and the employees in the bargaining unit and to set forth certain terms and conditions of employment upon which agreement has been reached through collective bargaining.

Article 2 - Interpretation and Definitions

2:01 For the purpose of this Agreement:

- (a) “Alliance” or “Union” means the Public Service Alliance of Canada;
- (b) “allowances” means compensation payable for the performance of special or additional duties;
- (c) “annual rate of pay” means an employee’s weekly rate of pay multiplied by fifty-two point one seventy-six (52.176)
- (d) “bargaining unit” means the employees described in the Recognition Article;
- (e) “compensatory leave” means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee’s rate of pay as calculated on the day immediately prior to the day on which leave is taken;
- (f) “daily rate of pay” means an employee’s hourly rate of pay times his normal number of hours of work per day;
- (g) “day of rest” in relation to a full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of the employee being on leave or absent from duty without permission;
- (h) “employee” means a person who is a member of the bargaining unit;
- (i) “Employer” means the Greater Toronto Airports Authority;
- (j) “holiday” means:
 - (i) the twenty-four (24)-hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement;
 - (ii) however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked:
 - (a) on the day it commenced where half (1/2) or more of the hours worked fall on that day,
 - (b) on the day it terminates where more than half (1/2) of the hours worked fall on that day;
- (k) “hourly rate of pay” means the employee’s weekly rate of pay divided by the employee’s normal weekly hours;

- (l) "leave" means authorized absence from duty by an employee during his or her regular or normal hours of work;
- (m) "pay" means basic rate of pay as specified in Appendix "A" and includes supervisory differential
- (n) "spouse" includes "common-law spouse" and "same sex spouse".
- (o) a relationship of "spouse" exists when, for a continuous period of at least one year, an employee has lived with a person of the opposite or same sex, publicly represented that person to be his/her spouse and continues to live with the person as if that person were his/her spouse;
- (p) "straight-time rate" means the employee's hourly rate of pay;
- (q) "overtime" means:
In the case of a full-time employee, authorized work in excess of his scheduled daily or weekly hours of work
- (r) "time and one-half" means one and one-half (1 1/2) times the employee's hourly rate of pay;
- (s) "double time" means two (2) times the employee's hourly rate of pay;
- (t) "weekly rate of pay" means an employee's annual rate of pay divided by 52.176.

Article 3 - Union Recognition

3:01 The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Employer in the "all employee" bargaining unit as described in the certificate issued by the Canada Labour Relations Board dated July 31, 1997.

Article 4 - Management Rights

- 4:01 The Union recognizes that it is the exclusive right and responsibility of the Employer to operate and manage its business and to determine, inter alia, the location(s), schedule(s) of work, employee complement, method(s) and means of its operation(s) from time to time in accordance with its mandate.
- 4:02 Except as specifically provided herein, the provisions of this Agreement do not restrict or limit the rights typically recognized as vesting in management.
- 4:03 The Employer has the authority and responsibility to implement and promulgate reasonable and lawful rules and regulations to be followed by all employees for the purpose of, inter alia, maintaining efficient operations and fiscal responsibilities, including rules and regulations designed for the protection, health and safety of its employees in the workplace and the protection and safety of the public and users of the airport facilities and the security of the airport facilities.
- 4:04 The Employer shall exercise its rights in a reasonable manner and subject to and consistent with the provisions of the collective agreement.

Article 5 - Union Security & Check-off

5:01 Every member of the bargaining unit will become a member of the Union and remain a member in good standing as a condition of employment.

- 5:02 Subject to the provisions of this Article, the Employer will deduct an amount equal to the bi-weekly membership dues from the bi-weekly pay of all employees in the bargaining unit as a condition of employment. Where an employee does not have sufficient earnings in respect of any bi-weekly period to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent pay periods of the employee. For the purpose of applying this clause, deductions from pay for each employee in respect of each pay period will commence with the first full bi-weekly period of employment following the execution of this Agreement.
- 5:03 The Union shall inform the Employer in writing as to the method of calculating Union dues for all bargaining unit employees pursuant to Clause 5:02 and the Employer shall not be held liable for the application of any method of calculation or amendment to such method without first being advised in writing.
- 5:04 This Article does not apply to any employee(s) who establishes an entitlement to an exemption pursuant to the provisions of the Canada Labour Code.
- 5:05 The amount(s) deducted in accordance with Clause 5:02 shall be remitted to the Comptroller of the Union by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deduction(s) made on their behalf respectively.
- 5:06 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer which shall, in any case, be limited to the amount actually involved in the error.
- 5:07 Only the certified bargaining agent shall be permitted to require union membership dues and/or other union assessments deducted by the Employer from the pay of employees in the bargaining unit.
- 5:08 The Employer agrees to make deductions for Union initiation fees, insurance premiums and assessments (excluding fines or penalties) upon the production of appropriate documentation from the Union.
- 5:09 There shall be no discrimination in respect of employment by reason of membership or activity in the Union. **An** allegation of such discrimination is subject to the Grievance Procedure.

Article 6 - Union Access

- 6:01 Reasonable space on bulletin boards in convenient locations will be made available to the Union for posting of Union notices. Posting of notices or other materials, other than notices of the business affairs of the Alliance including Union meetings, appointment of Union officers, Union social functions and training information, shall require the prior approval of the Employer. Such approval shall not be unreasonably withheld. The Employer will make available locations on its premises designated by the Employer for the placement of reasonable quantities of literature of the Union.
- 6:02 A designated representative of the Union may be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings called by the Employer. Permission to enter the premises shall in each case be obtained from the Employer and such permission shall not be unreasonably withheld.
- 6:03 The Employer shall continue to provide the Union Local with existing office space, or alternative office space, and equipment it currently provides at no cost to the local. The local may have access to the Employer's e-mail to communicate with its members provided that the Union acting reasonably does not communicate information that the Employer could reasonably consider adverse to its interests or the interests of its representatives, including information that is the subject-matter of a grievance or a litigious issue between the parties. The Employer reserves the right to limit the use and frequency of use of any equipment or facilities and the premises if it determines, acting reasonably, that there has been an abuse of such equipment, facilities or premises.

Article 7 - Employee Representatives

- 7:01 The Employer acknowledges the right of the Union to appoint or otherwise select a reasonable number of employees as representatives.
- 7:02 The Union shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to Clause 7:01. There shall be no obligation on the Employer to recognize any Employee as a Union representative until they are notified in writing (which includes email) of that appointment.
- 7:03 Representatives shall obtain the permission of the immediate authorized management representative, or if unavailable, his or her designate, before leaving the work area to investigate employee complaints, to meet with management representatives for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. The representative shall report back to such authorized management representative, or if unavailable, his or her designate, before resuming normal duties. Immediately upon entering a department, the representative shall advise the authorized management representative of the department, or if unavailable, his or her designate, of the nature and purpose of the visit. Not more than one (1) representative shall have jurisdiction or attend to investigate any single incident at any time or as otherwise by mutual agreement of the parties. Agreement shall not be unreasonably withheld.
- 7:04 The Employer shall allow new employees, up to fifteen (15) minutes, to meet with a representative of the Union, at the request of either the Union or the Employee, within fifteen (15) days of the Union being notified by the Employer of the commencement of employment or within fifteen (15) days of the date of commencement of employment, whichever is later.

Article 8 - No Strikes or Lock-outs

- 8:01 The parties agree that there shall be no strikes or lockouts during the term of this agreement.

Article 9 – Information

- 9:01 Upon ratification of the collective agreement the Employer shall provide the Local Union with a list of names, current departments, position titles, classifications, and hire dates for all employees in the bargaining unit. The Employer shall subsequently provide the Union with an updated list on a monthly basis. The Employer shall also provide to the Local Union upon ratification a list of names, current addresses and telephone numbers for all employees in the bargaining unit and shall provide an updated list annually and a list of changes to names, addresses and telephone numbers monthly.
- 9:02 The Employer shall provide the Local quarterly with a copy of the Employer's organizational chart which identifies all positions and incumbents with the Greater Toronto Airports Authority.
- 9:03 The Employer agrees to supply each employee with a copy of the collective agreement within one (1) month after receipt from the printer.

Article 10 - No Discrimination

- 10:01 The Employer and the Union acknowledge and affirm their respective obligations under the Canadian Human Rights Act and jointly agree that there shall be no discrimination in respect of employment by reason of any prohibited ground in the absence of any bona fide occupational requirement contemplated by the said Act. Accordingly, the provisions of this Agreement shall be interpreted and applied in a manner consistent with the Act and Regulations, as amended.

- 10:02 In the event of a violation of this Article by the Employer or the Union, an arbitrator shall have the jurisdiction to hear the complaint and shall have the remedial powers contemplated by the Canadian Human Rights Act, as amended,
- 10:03 Where an employee makes a complaint to the Canadian Human Rights Commission, the complaint shall not be arbitrable and such complaint shall not be subject in any manner to the grievance and arbitration procedure.

Article 11 - Management/Union Consultation Committee

- 11:01 The Employer and the Union acknowledge the mutual benefits of joint consultation and agree to maintain a Management/Union Consultation Committee which will have as its objective meaningful consultation on matters of mutual interest, except issues that are the subject of a grievance. The Committee shall meet at least every three (3) months, unless the Employer and the Union agree otherwise.

Article 12 - Sexual Harassment

- 12:01 The Employer, the employees and the Union recognize the right of all persons employed by the Employer to work in an environment free from sexual harassment.
- 12:02 Sexual harassment is a serious infraction and will be dealt with as such by the Employer and may lead to the imposition of discipline.
- 12:03 Sexual harassment means any conduct, comment, gesture or contact of a sexual nature:
- (a) that might reasonably be expected to cause offense or humiliation; or
 - (b) that might reasonably be perceived as placing a condition of a sexual nature on employment or on an opportunity for training or promotion.
- 12:04 The employee who alleges sexual harassment may contact a Human Resources representative who will:
- (a) investigate the matter;
 - (b) maintain a strict degree of confidentiality with the employee concerned; and
 - (c) take appropriate action to resolve the problem.
- 12:05 Subject to the provisions of Article 10:03, in the event that the matter is not resolved under clause 12:04, the matter may be referred to the Grievance and Arbitration procedure and shall be handled with all possible confidentiality and discretion by the Employer and the Union.
- 12:06 An alleged offender, whether or not a member of the bargaining unit, shall be given notice and particulars of the substance of a complaint sufficient to know the full nature of the allegations and shall be given notice of and be entitled to attend, participate in, and be represented at any grievance hearing or arbitration hearing under the agreement.
- 12:07 At any stage of this procedure an employee may seek assistance and/or involvement of a Union representative.

Article 13 - Grievance and Arbitration Procedure

- 13:01 The parties agree that discussions should occur between employees, Union representatives and Employer representatives when problems or differences arise in an attempt to resolve problems or differences. This grievance procedure is not

intended to preclude any discussion between employees, Union representatives and Employer representatives.

Informal Stage

- 13:02 If a difference arises between the Employer and employee(s), an informal meeting shall take place between the parties in the dispute, at the workplace. The Employee shall have the right to have a Union representative present at the meeting. The meeting will be held in private. Where discussions on problems or differences occur, the time limits in Clause 13:10 will not commence until two (2) days after the beginning of these discussions.

Formal Stage

- 13:03 If any dispute arises between:

- (a) the Employer and an employee(s), or
- (b) the Employer and the Union

and the difference cannot be resolved at the informal meeting outlined in Clause 13:02, concerning the interpretation, application, operation or any alleged violation of this agreement, the employee(s) or the Union shall have the right to file a grievance. Grievances must have the approval and support of the Union.

- 13:04 The Employer shall have the right to file a grievance concerning the interpretation, application, operation or any alleged violation of the agreement. The Employer grievance shall be formally discussed with the Union for the purpose of resolution. If the matter is not thus settled, then it may proceed to arbitration.
- 13:05 The time limits set out in the Grievance and Arbitration procedures are mandatory and not directory. In calculating all time limits, Saturdays, Sundays, and designated holidays shall be excluded. If the time limits set out are not complied with, then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits or unless the opposing party is in default of the time limits.
- 13:06 A grievance initiated by the Union, or a grievance involving the termination of employment, job posting, safety or health or sexual harassment, shall be processed at Stage 2 in accordance with Clause 13:11.
- 13:07 Employee(s) shall be advised of their right to be represented at any step of the grievance procedure. The Employee(s) and the Union representative shall be given leave with regular pay to attend such meetings. When an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a representative of the Union wishes to discuss the grievance with that employee, the employee and the representative will each be given reasonable leave without loss of regular wages for this purpose.
- 13:08 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee of the title of the person so designated. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom this grievance procedure applies.
- 13:09 Stage 1, described in Clause 13:10, may be bypassed by mutual written agreement of both parties.
- 13:10 [Stage 1.] Within twenty-five (25) days of the Employee(s) becoming aware of the matter giving rise to the grievance, the Employee(s) or the Union may submit a written grievance to the Employer representative, including the details of the grievance, the Article(s) of the agreement considered to have been violated and the redress requested. Within ten (10) days of receipt of the grievance, the Employer and the Union shall schedule a date for a grievance meeting between the responsible manager, the Union representative and the Employee(s). The responsible manager shall give a written response to the Employee(s) and the Union representative within ten (10) days of the date of the grievance meeting. If, within the ten (10) day period above, a date for the grievance meeting has not been scheduled, or if the written response is not given within ten (10) days of the date of the grievance meeting, the Union may refer the grievance on to Stage 2.

- 13:11 [Stage 2.] If the grievance is not settled to the grievor's satisfaction at Stage 1, the grievor may transmit the grievance to Stage 2 within ten (10) days after receiving the Employer's response at Stage 1. Within ten (10) days of the receipt of grievance transmittal form at Step 2, the Employer and the Union shall schedule a date for a grievance meeting between the manager occupying a higher rated position than that of the responsible manager who met at Stage 1, the Union representative and the Employee(s). The manager shall give a written response to the Employee(s) and the Union Representative within ten (10) days of the date of the grievance meeting. If, within the ten (10) day period above, a date for the grievance meeting has not been scheduled, or if a written response is not given within ten (10) days of the date of the grievance meeting, the Union may refer the grievance on to arbitration.
- 13:12 If the grievance is not settled to the satisfaction of the grievor at Stage 2, the grievor may, with the support and approval of the Union, refer the grievance to arbitration within twenty-five (25) days of receiving the Employer's response at Stage 2. The parties agree that a single arbitrator shall be used as provided for in the Canada Labour Code. The Employer and the Union shall make every effort to agree on the selection of the arbitrator within ten (10) days.
- 13:13 In the event that the parties fail to agree on the choice of an arbitrator, they shall forthwith request the Minister of Labour to appoint an arbitrator.
- 13:14 The arbitrator shall have all the powers vested in it by the Canada Labour Code and the collective agreement, including in the case of discharge or discipline, the power to substitute for the discharge or discipline such other penalties that the arbitrator deems just and reasonable in the circumstances, including compensation for lost income and benefits. The arbitrator shall render his or her award within a reasonable period.
- 13:15 The decision of the arbitrator shall be final and binding.
- 13:16 The Employer and the Union shall equally share the cost of the arbitrator.
- 13:17 The arbitrator shall not change, modify or alter any of the terms of the collective agreement.

Article 14 - Employee Status

14:01 Probation

- (a) All newly hired employees shall be considered probationary employees.
 - (b) All employees shall complete a six month probationary period, except that the probationary period for those whose appointments are contingent on the successful completion of a mandated training program required for the position and the subsequent successful completion of their probationary period. In such cases, the probationary period will commence after the successful completion of the training program and will last for a period of six (6) months. Upon mutual consent of the parties, the probationary periods may be extended for an additional reasonable period of time.
 - (c) A probationary employee shall have at least one performance evaluation completed at approximately the midpoint of the probationary period (or sooner, if warranted).
 - (d) When a probationary employee is terminated or disciplined, the Employer shall provide reasons in writing to the employee, with a copy to the Union representative. Such an employee may access the grievance procedure, including arbitration. If the grievance is presented to an arbitrator, the onus is on the Employer to establish the reasons given to the employee in the letter of discipline or discharge. If the arbitrator finds there was just cause for the discipline or the discharge/s/he may not substitute a lesser penalty.
- 14:02 All employees, shall fall into one of the following categories and may not be transferred from one category to another without their consent:

(a) Full Time Employees

A full time employee is an employee hired for an indeterminate period whose hours are those established in Article 16 Hours of Work. A full time employee shall be entitled to all provisions of this collective agreement in accordance with its terms.

(b) Part Time Employees

(i) A part time employee is an employee hired for an indeterminate period whose regularly scheduled hours are less than those established in Article 16 Hours of Work but not less than ten (10) hours and not greater than thirty (30) hours per week.

(ii) Overtime will be paid to part-time employees for work performed:

- 1) On a designated paid holiday; or
- 2) in excess or outside of the normal daily or weekly hours of work prescribed by Article 16 Hours of Work, or in excess of thirty (30) hours per week.

The overtime rate of pay for part-time employees shall be equal to the rate provided to full-time employees prescribed by Article 17 Overtime. Part-time employees shall have the right to decline work beyond their regularly scheduled daily or weekly hours, provided the Employer shall have the right to assign work to the junior qualified part time employee available to perform the required work.

Unless otherwise provided in this Agreement, part time employees shall be entitled to all provisions of the Agreement.

In no case will the Employer use a part time employee to replace a full time employee. (e.g. to make a full time position into two or more part time positions)

(iii) Designated Holidays

Part-time employees shall not be paid for designated paid holidays, but shall instead be paid four decimal two five percent (**4.25%**) per pay period for all straight time hours worked.

(iv) Severance Pay

A part-time employee is entitled to severance pay in the same proportion as their normal weekly hours of work compared to the normal full-time hours of work over their total periods of employment.

(v) Vacation

Part-time employees shall earn vacation credits in the same proportion as their scheduled weekly hours of work compared to the normal weekly hours of work for full-time employees as prescribed in Article 16 Hours of Work.

(vi) Benefit Coverage

Part-time employees shall be entitled to participate in the pension, benefit and life insurance plans provided under this Agreement in accordance with the terms of the plans, subject to current premium cost-sharing for life insurance and long term disability.

(vii) Leave(s) of Absence

Part-time employees shall be entitled to leave(s) of absence provided under this Agreement in the same proportion as their normal weekly hours of work compared with the weekly hours of work of full time employees, except that no prorating shall apply to Pregnancy, Parental or Bereavement Leave(s).

(viii) Sick Leave

Part time employees shall earn sick leave credits in the same proportion as their scheduled weekly hours of work compared to the normal weekly hours of work for full time employees as prescribed in Article 16 - Hours of Work.

(c) Seasonal Employees

For the purposes of this Agreement, a seasonal employee is defined as an employee employed on a permanent basis for work which is not continuous throughout the year.

Unless otherwise provided for in this Agreement, seasonal employees shall be entitled to all the provisions provided under this Agreement.

Seasonal employees will be eligible to participate in the benefit plans during the time they are employed by GTAA. During the period of time which they are not actively in the employ of GTAA, seasonal employees will be able to participate in all benefit plans with the exception of Long Term Disability and Accidental Death and Dismemberment, providing they pay their cost of all premiums.

A seasonal employee shall be placed on layoff, during the intervening periods of active employment, except that the provisions of Article 26 shall not apply.

Providing there are workforce requirements, seasonal employees will be recalled by the Employer, in order of seniority, for the subsequent work season, unless the seasonal employee has been notified by the Employer not later than his/her last day of employment, that, consistent with the provisions of this Agreement, s/he will not be recalled because of a change in workforce requirements.

The seasonal employee, who is not on an approved leave, under the terms of the collective agreement, who does not return for the following season, after notification of recall has been sent to the last address provided by the employee to the employer, will for all intents and purposes cease to be an employee of the employer.

Seasonal employees shall be entitled to Bereavement Leave, Injury on Duty Leave, Court Leave and Sick Leave prescribed by Article 24. Seasonal employees shall be entitled to other leaves of absence prescribed by Article 24, and although an employee's request for such leave shall not be unreasonably withheld, such leave is subject to operational requirements.

Overtime (Seasonal Employees)

Overtime will be paid to seasonal employees for work performed:

- (i) on a designated paid holiday; or
- (ii) in excess or outside of the normal daily or weekly hours of work provided by Article 16 - Hours of Work.

Seasonal employees are covered by the severance pay provisions of this collective agreement, provided that in calculating severance pay entitlement, no account shall be taken of periods of inactive employment during which the employee did not earn wages.

(d) Term Employees

For the purposes of this Agreement, "term employees" include the following two types of employees and are

defined as follows:

- (i) “term full-time employees” are persons who are not employed on an indeterminate basis and whose normal weekly scheduled hours of work are those established for full-time employees under Article 16 - Hours of Work, and
- (ii) “term part-time employees” are persons who are not employed on an indeterminate basis and whose normal weekly scheduled hours of work are less than those established for full-time employees under Article 16 - Hours of Work, but not less than ten (10) hours and not greater than thirty (30) hours per week, but does not include any other class of employee(s).

Term employees may be hired for the purpose of:

- (i) replacement of permanent employees who are on leave with or without pay;
- (ii) short term assignments;
- (iii) non-recurring work; and
- (iv) special projects.

Term employees will be advised in writing, at the time of hire, of the purpose and anticipated duration of the term employment.

Term Limitation

If term employment of an employee extends beyond three (3) years in the aggregate, the employee will be granted non-probationary indeterminate employment status. The employee’s seniority shall then date back to the original date of hire.

Unless otherwise provided in this Agreement, term employees shall be entitled to all provisions provided under this Agreement.

Pension and Benefit Coverage

- (i) Term employees may be eligible to participate in the benefit and life insurance plans provided under this Agreement, in accordance with the terms of the plans, if initially hired for a period in excess of six (6) months, or when their initial term is extended beyond six (6) months, subject to the respective qualification period(s).
- (ii) Term employees are not eligible to participate in the pension plan.
- (iii) Subject to the provisions of Clause (i) above, term part-time employees who may be entitled to participate in the benefit and life insurance plans, shall participate in accordance with the terms of the plans, subject to current premium cost-sharing for life insurance and long term disability.

Overtime

For term full-time employees, overtime will be paid for work performed:

- (i) on a designated paid holiday, or
- (ii) in excess or outside of their normal scheduled daily hours of work, or
- (iii) in excess of their normal scheduled weekly hours of work as prescribed by Article 16 - Hours of Work, or
- (iv) on an employee’s day of rest.

For term part-time employees, overtime will be paid for work performed:

- (i) on a designated paid holiday, or
- (ii) in excess or outside of their normal scheduled daily or weekly hours of work prescribed by Article 16 - Hours of Work, or in excess of thirty (30) hours per week.

The overtime rate of pay shall be equal to the rates provided to full-time employees as prescribed by Article 17 - Overtime.

Part-time employees shall have the right to decline work beyond their regularly scheduled daily or weekly hours, provided the Employer shall have the right to assign work to the junior qualified part time employee available to perform the required work.

In no case will the Employer use a part time employee to replace a full time employee. (e.g. to make a full time position into two or more part time positions)

Designated Holidays

Term part-time employees shall not be paid for designated paid holidays, but shall instead be paid four decimal two five percent (4.25%) per pay period for all straight-time hours worked.

Severance Pay

The severance pay provisions of this Agreement do not apply to persons defined as “term employees”. A term employee will be given two weeks notice of termination or two weeks pay in lieu of such notice.

Vacation Leave

Term part-time employees shall earn vacation leave credits in the same proportion as their normal scheduled weekly hours of work relative to the normal weekly hours of work for full-time employees prescribed by Article 16 - Hours of Work.

Leaves of Absence

Term employees shall be entitled to Bereavement Leave, Injury on Duty Leave, Court Leave and Sick Leave prescribed by Article 24. Term employees shall be entitled to other leaves of absence prescribed by Article 24, and although an employee’s request for such leave shall not be unreasonably withheld, such leave is subject to operational requirements.

Full time employees who are appointed to term positions will continue to be covered by all provisions of the collective agreement and will be returned to their former position upon completion of the term assignment.

(e) Term Casual Employees

A term casual employee is a term employee whose period of employment does not extend beyond three (3) months of continuous employment or sixty (60) days worked, whichever is the greater.

A term casual employee shall be entitled to the benefits of the collective agreement except for the following;

1. Benefit Plans

Casual employees are not eligible to participate in the benefits and life insurance plans provided under this Agreement.

2. Pension Plan

Casual employees are not eligible to participate in the pension plan.

3. Leave(s) of Absence

Casual employees shall receive six (6) percent vacation pay on a bi-weekly basis in lieu of the vacation entitlement prescribed by Article 23. Casual employees shall be entitled to Bereavement Leave, Injury on Duty Leave, Court Leave and Sick Leave prescribed by Article 24. Casual employees shall be entitled to other leaves of absence prescribed by Article 24, and although an employee's request for such leave shall not be unreasonably withheld, such leave is subject to operational requirements.

4. Designated Paid Holidays

Casual employees shall be paid four decimal two five (4.25%) percent per pay period for all straight time hours worked in lieu of pay for designated holidays not worked.

5. Severance Pay

Casual employees are not entitled to severance pay.

6. Grievance Procedure

Casual employees may have access to the grievance procedure but shall not have access to arbitration.

7. Lay-off & Recall

The seniority, layoff and recall provisions of the collective agreement shall not apply to term casual employees.

(f) Students

It is agreed that summer/co-op students are excluded from Article 3 - Union Recognition and the provisions of the collective agreement subject to the following conditions:

- (a) the summer student exclusion relates only to students hired for the summer who must provide a written declaration of their intent to return to school, and
- (b) the co-op student exclusion relates only to students hired through a recognized educational co-op program for a fixed term or terms. It is understood that co-op students will not be used to replace permanent positions.
- (c) The Union will be provided with the appropriate information in relation to the above.
- (d) Students shall not be employed during a labour dispute between the parties.
- (e) Student employees will not be used to perform work in excess or outside of their normal hours of work, except where available bargaining unit employees in the respective work unit(s) have been provided with first opportunity to perform the overtime work.

Article 15 – Seniority

- 15:01(a) (i) For employees who were in the bargaining unit on July 31, 1997 (date of CLRB Certificate) and who transferred from Transport Canada on December 2, 1996, seniority shall mean length of service in the bargaining unit and length of service with the federal government prior to December 2, 1996.
- (ii) For the purpose of clause 15:01(a)(i), a term employee who worked for Transport Canada in 1996 and who worked for the GTAA in 1997 will be deemed to have been in the bargaining unit on July 31, 1997 (date of CLRB Certificate) and to have transferred from Transport Canada on December 2, 1996, provided there was no break in service in excess of three (3) months.

(iii) For employees hired after December 2, 1996, seniority means length of service in the bargaining unit.

- 15:02 The seniority of a continuing non-full-time employee shall be determined on a prorated basis in accordance with the proportion of full-time hours worked calculated annually on December 31st. For the purposes of this Article, a continuing non-full-time employee, shall include seasonal employees.
- 15:03 When two or more employees in the bargaining unit commence employment on the same day, seniority shall be established by placing the names of the concerned employees on paper in a container and then selected at random in the presence of the Employer and a Union Representative.
- 15:04 Employees permanently appointed to a position outside the bargaining unit shall retain their accrued seniority for a period not to exceed twelve (12) months from the date of the appointment but shall not accumulate seniority.
- 15:05 Employees temporarily appointed or on an acting assignment outside the bargaining unit shall retain and accumulate seniority for a period not to exceed ninety (90) days and shall retain that seniority for a period not to exceed one (1) year from the date of appointment or assignment, as the case may be.
- 15:06 No employee shall be transferred to a position outside the bargaining unit without his or her consent.
- 15:07 Seniority shall be established upon successful completion of the applicable probationary period and shall then count from the initial date of hire.
- 15:08 (a) Seniority list shall identify the name and date of seniority of each employee. The list shall be revised on March 31st of each year by the Employer and posted on bulletin boards in the work areas. A copy of the seniority list will be forwarded to the President of the Local Union one week prior to posting. Upon reasonable written request, the Employer shall provide the Local Union with a revised seniority list.
- (b) **An** employee who feels that s/he is improperly placed on the seniority list may file a grievance in accordance with the grievance procedure of the collective agreement.
- 15:09 **An** employee who resigns his/her position and within sixty (60) days is re-employed within the bargaining unit shall be granted leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority contained in this Agreement. Such an employee shall be required to re-qualify for benefit and pension participation, if applicable.
- 15:10 Except for leave granted under the Maternity, Parental and Union Leave Articles, leave without pay granted in excess of three (3) months shall not be counted for the accumulation of seniority.

Article 16 - Hours of Work

- 16:01 For the purposes of this Agreement:
- (a) “day” means a twenty-four (24) hour period commencing at 00:01 hours.
- (b) “week” means a period of seven (7) consecutive days commencing at 00:01 hours Monday morning and ending at 24:00 hours the following Sunday night.
- 16:02 No provision of this Agreement shall be construed as a guarantee of minimum or maximum hours of work in the day or of the number of days in the week or of a fixed schedule of work.
- 16:03 The Employer shall schedule the hours of work and establish shift schedules for all employees. The standard and extended schedules for full time employees are as follows:

(a) Standard Schedule

- i) The standard schedule is work customarily performed between the hours of 06:00 and 18:00 Monday to Friday inclusive.
- ii) Subject to the provisions of Article 4, the Employer shall schedule the hours of work and establish shift schedules for all employees. The standard and extended schedules for full time employees are as follows: The hours of work for employees working a standard schedule, exclusive of a daily one-half (½) hour meal period, shall normally be eight (8) hours per day and forty (40) hours per week for the General Labour and General Services classifications as defined in Appendix "A" attached hereto, and seven and one-half (7 ½) hours per day and thirty-seven and one-half (37 ½) hours per week for all other classifications.

(b) Extended Schedules

Hours of work established for employees who work in extended operations, that is coverage on weekends and/or more than one shift per day, shall not be less than the daily hours specified in Clause 16:03(a)(ii), and shall be as posted on the shift schedule and shall average the weekly hours specified in Clause 16:03(a)(ii) over a maximum of a 64 day cycle. A 91 day cycle can be implemented with mutual agreement of the Union and the Employer.

16:04 Scheduling

- (a) Subject to operational requirements, when arranging shifts within a schedule, the Employer shall consider the wishes of the majority of the employees concerned.
- (b) The Employer shall make every reasonable effort:
 - (i) not to schedule the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift; and
 - (ii) not to schedule more than seven (7) consecutive days of work unless by mutual agreement of the employee(s) affected; and
 - (iii) to schedule at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday, provided the holiday is not worked; and
 - (iv) to avoid excessive fluctuations in hours of work.
- (c) The Employer shall consult with the affected employees when establishing the shift schedule and starting and stopping times in a work area.
- (d) Employees shall not be required to work split shifts.
- (e) Schedules for new shifts and changes to existing shift patterns shall be implemented using a forward-rotation of shifts (i.e. these shifts shall rotate following a day-evening-midnight sequence).

Upon ratification of the collective agreement, the Management-Union Shift Committee shall meet in accordance with the Memorandum of Understanding between the parties. The committee shall work to develop a forward-rotating shift schedule for various departments of the GTAA. Once a forward-shift schedule has been developed by the committee for a department and accepted by management, it shall be implemented in that department no later than (12) months after ratification of the collective agreement.

- 16:05 The Employer shall schedule hours of work for all employees. The Employer shall, where practicable, arrange schedules which shall remain in effect for a period of not less than six (6) months. Working schedules shall be posted at least fifteen (15) days in advance of the starting date of the new schedule. Shifts shall be allocated on an equitable basis

amongst employees governed by the same schedule, except as otherwise mutually agreed by the employer and a majority of the employee(s).

- 16:06 An employee who is required to change his or her scheduled shift without receiving at least 168 hours verbal notice in advance, or by use of a shift change form where practicable, shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1½), or at the rate of double the employee's regular rate after the first four (4) hours of overtime provided that the following day is the employee's scheduled work day. Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement. Such an employee shall retain his or her previously scheduled days of rest next following the change, or if worked, such days shall be compensated in accordance with the overtime provisions of the collective agreement. The Employer may only change an employee's shift to accommodate an unforeseen circumstance that occurs after the schedule has been posted.
- 16:07 Only with the prior approval, and provided sufficient advance notice of the request is given, employees may request to exchange shifts provided such exchange is at no additional cost to the employer.
- 16:08 Meal Breaks
- (a) Meal breaks may be staggered for employees. Subject to operational requirements, the Employer will endeavour to schedule meal breaks at times convenient to the employees and as close to the midpoint of the shift as practicable.
 - (b) Certain continuous operations or work requirements may require some employees being on the job for the full shift from time to time. In these operations, where employees are required by the Employer to remain on the job for the full shift, such employees will be paid for one-half hour meal break, which shall be scheduled as close to the mid-point of the shift as possible. In these circumstances only, the one-half hour meal break will be subject to the applicable overtime provisions of this Agreement or the employee shall leave forty-five (45) minutes prior to the end of their scheduled shift without loss of regularly scheduled (non-premium) wages. This clause shall not be construed as providing a paid lunch to any particular shift(s).
 - (c) Certain continuous operations or work requirements may require some employees to actively remain on the job for the full shift on a regularly scheduled basis. In these circumstances, the one-half (½) hour meal break will be paid and considered as part of the employee's consecutive hours of work. In these circumstances, the employee(s) shall complete their regularly scheduled shift.

16:09 Rest Periods

The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day for all employees. For employees whose shifts extend beyond ten (10) hours, an employee shall be entitled to one (1) additional fifteen (15) minute rest period. Rest Periods shall be scheduled at approximately the midpoint for each ½ shift worked between meal breaks, except during snow storms &/or emergency situations rest breaks may be scheduled after the midpoint of the half shift.

16:10 Days of Rest

Where an employee's scheduled shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked:

- a) on the day it commenced where half or more of the hours worked fall on that day; or
- b) on the day it terminates where half or more of the hours worked fall on that day.

Accordingly, the first day of rest will be deemed to start immediately after midnight of the calendar day on which the employee worked or is deemed to have worked his or her last scheduled shift, and the second day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening

designated paid holiday if days of rest are separated thereby.

16:11 Flexible Hours

Upon prior approval from the Employer, an employee may be granted flexible daily hours.

16:12 Compressed Hours of Work

- a) A compressed hours of work schedule is a schedule which establishes normal schedule daily hours in excess of those prescribed in clause 16:03(a)(ii).
- b) Upon approval from the Employer, employees may convert to compressed hours of work, provided:
 - (i) No shift in excess of twelve (12) hours (exclusive of a one-half (½) hour meal break) is involved;
 - (ii) The schedule does not result in additional overtime work or payment by reason of such variation, unless the parties agree otherwise; and
 - (iii) The hours of work are averaged over the life of the compressed work schedule not to exceed fifty-six (56) calendar days unless the parties otherwise agree.

In considering a request for a compressed work week, the Employer will consider its operational requirements in the employee's work area, and hold discussions with the employee(s) and the Union. Approval for a compressed work week may be rescinded permanently or from time to time if required by a change affecting operational requirements.

- (c) Starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements and the daily hours of work shall be consecutive.

16:13 Wash-up Time

Where the Employer determines that due to the nature of the work there is a need, wash-up time up to a maximum of ten (10) minutes will be permitted before the end of the working day.

16.14 General Terms

- (a) Variable Hours of Work
 - (i) The scheduled hours of work of any day as set forth in a work schedule, may exceed or be less than the regular workday hours specified by the Agreement; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.
 - (ii) For shift workers such schedules shall provide that an employee's normal workweek shall average the weekly hours per week specified in the Agreement over the life of the schedule. The maximum life of a schedule shall be six (6) months.
 - (iii) For day workers, such schedules shall provide that an employee's normal workweek shall average the weekly hours per week specified in the Agreement over the life of the schedule. The maximum life of a schedule shall be six (6) months.
 - (iv) Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

(b) Conversion of Days to Hours

- (i) The provisions of the Agreement which specify days shall be converted to hours. Where the Agreement refers to a “day”, it shall be converted to hours in accordance with the Hours of Work specified in the Agreement.
- (ii) Notwithstanding the above, in clauses 24:01 – Bereavement Leave with Pay, a “day” will have the same meaning as the provisions of the Collective Agreement and will not be converted to hours.

The workweek of thirty-seven and one-half (37 ½) hours, a day shall be converted to seven decimal five (7.5) hours. The workweek of forty (40) hours shall be converted to eight (8) hours.

(c) Implementation/Termination

- (i) Except as provided for in 16.14(b)(ii), effective the date on which this article applies to an employee, the accrued leave credits shall be converted from days to hours.
- (ii) A change to the normal weekly hours of work for an employee will require that the accrued hourly credits be reverted to days and recalculated at the changed conversion rate.
- (iii) Effective the date on which this article ceases to apply to an employee, the accrued vacation, sick leave and lieu day credits shall be converted from hours to days.

(d) Leave – General

Except as provided in 16:14(b)(ii), when leave is granted, it will be granted on an hourly basis and the hours debited for each day of leave shall be the same as the hours the employee would normally have been scheduled to work on that day.

All leave provisions which specify days in the Agreement shall be converted to hours as follows:

	HOURS	
five-twelfths (5/12) day	7 3.125	8 3.333
one-half (1/2) day	3.750	4.000
five-sixths (5/6) day	6.250	6.667
one (1) day	7.500	8.000
one and one-quarter (1¼) days	9.375	10.000
one and two-thirds (1 2/3) days	12.500	13.333
two and one-twelfth (2 1/12) days	15.625	16.667
two and one-half (2½) days	18.750	20.000

Specific Application

For greater certainty, the following provisions shall be administered as provided herein:

Interpretation and Definitions

- (i) "Daily rate of pay" - shall not apply.
- (ii) Overtime

Each fifteen (15) minute period of work in excess or outside of the employee's scheduled daily or weekly hours of work shall be compensated for at the following rates:

- (a) time and one-half (1½), except as provided in (b) and (c) below;
- (b) two (2) times the employee's regular rate after the first four (4) hours of overtime provided that the following day is the employee's scheduled work day,
- (c) on days of rest at time and one-half (1 ½) except that if the overtime is worked by the employee on two (2) or more consecutive and contiguous days of rest, the employee shall be paid at double time for each hour worked on the second and subsequent days of rest. Second and subsequent days of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.

- (iii) Travel

Overtime compensation referred to in Article 33 shall only be applicable on a normal day for hours in excess of the employee's daily scheduled hours of work.

- (iv) Designated Paid Holidays

- (a) A designated paid holiday shall account for the normal daily hours specified in Article 16:03 and Article 16:04.
- (b) When an employee works on a Designated Paid Holiday, the employee shall be compensated, in addition to the normal daily hours' pay, time and one half (1 ½) for the first four (4) hours of work and double time thereafter.

- (v) Vacation Leave

Employees shall earn vacation at the rates prescribed for their years of service as set forth in Article 23. Leave will be granted on an hourly basis and the hours debited for each day of vacation leave shall be the same as the employee would normally have been scheduled to work on that day.

- (vi) Shift and Weekend Premium

Shift work employees on variable hour shift schedules pursuant to shift work provisions of the Agreement, will receive a shift and/or weekend premium, where applicable, in accordance with Article 22.

- (vii) Minimum Number of Hours Between Shifts

The provision in clause 16:04(b)(i) relating to the minimum period between the termination and commencement of the employee's next shift shall not apply to an employee subject to variable hours of work.

Article 17 - Overtime

17:01 Subject to operational requirements, the Employer:

- (a) shall make every reasonable effort to allocate overtime work on an equitable basis among readily available, qualified employees within their work unit;
- (b) shall make every reasonable effort to give employees who are required to work overtime reasonable notice of the overtime assignment;
- (c) may, when required for reasons of safety or requisite skills, to assign the required overtime work to the most qualified employee, provided that the hours worked by the employee are adjusted during the period used to determine equitable distribution.

17:02 Overtime Compensation

- (a) Overtime shall be paid for authorized hours worked in excess or outside of an employee's scheduled daily hours of work, and shall be compensated for each completed fifteen (15) minute period at the following rates:
 - (i) time and one-half (1 ½) the employee's regular rate, except as provided for in Clause 17:02(a)(ii) or (iii) below.
 - (ii) Two (2) times the employee's regular rate after the first four (4) hours of overtime provided that the following day is the employee's scheduled work day.
 - (iii) double time for each hour of overtime worked after sixteen (16) hours worked in any twenty-four (24) hour period or after eight (8) hours worked on the employee's first day of rest, and for all hours worked on the second or subsequent day of rest, except that an employee who refuses overtime on the first day of rest but accepts overtime on the second day of rest shall be paid at the rate of time and one-half (1 ½) the employee's regular rate. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest, which may however, be separated by a designated paid holiday.
 - (iv) An employee shall not be eligible for overtime after having been on sick leave with or without pay on his/her last regularly scheduled shift unless and until s h e first reports in for regular duty and completes his/her next regularly scheduled shift.
- (b)
 - (i) The employee shall be paid for overtime except where, upon request of an employee and with the approval of the Employer, overtime shall be compensated by leave with pay. The duration of such leave shall be equal to the overtime worked multiplied by the applicable overtime rate and shall not exceed a maximum of one hundred and twenty (120) hours compensatory time at any one time in the twelve (12) month period to be determined by the employer. Payment of such leave shall be at the employee's regular straight-time rate of pay in effect on the date immediately prior to the date on which the leave is taken.
 - (ii) Subject to operational requirements, the Employer shall grant the above leave at times convenient to the employee.
 - (iii) Subject to operational requirements and advance notice of request, and subject further to the provisions of Article 17:02(b)(i), the Employer shall grant compensatory leave at such times as the employee may request. When in a calendar year, an employee has not been granted the compensatory leave requested, such corresponding compensatory leave days may, at the employee's option and written request, be

carried over for one year. In all other cases, unused compensatory leave days shall be paid out as of December 31 annually at the employee's straight time rate of pay,

- (c) **An** employee who reports for overtime as directed on a day of rest shall be paid for the time actually worked, or a minimum of three (3) hours pay at the applicable overtime rate, whichever is the greater, if the employee is notified of the overtime work requirement prior to completing their last scheduled shift. A part-time employee who reports to work, as directed above, shall receive a minimum pay of four (4) hours pay at the straight time rate.
- 17:03 (a) **An** employee who works three (3) or more hours of overtime,
- (i) immediately before the employee's scheduled hours of work and who has not been notified of the requirement prior to the end of the employee's last scheduled work period, or
 - (ii) immediately following the employee's scheduled hours of work, shall be reimbursed for one (1) meal in the amount of ten dollars (\$10.00), except where free meals are provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work. Free meals shall take into consideration the dietary requirements of the Employee.
- (b) Where an employee works overtime continuously beyond the period provided in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of ten dollars (\$10.00) for each four (4) hour period of overtime worked thereafter, except where free meals are provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work. Free meals shall take into consideration the dietary requirements of the Employee.
- (c) This clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals or to an employee working overtime scheduled at least sixteen (16) hours in advance.
- 17:04 (a) When overtime is worked immediately following a shift, there shall be an elapsed time of eight (8) hours between the end of the overtime and the time the employee reports for his or her next regularly scheduled shift, with no reduction of earnings from his or her regular shift.
- (b) When overtime is worked on a call-back of more than three (3) hours and is not anticipated to be contiguous with the start of the next shift, then
- (i) if there is an eight (8) hour break or more prior to the commencement of the next regularly scheduled shift the employee shall commence that shift as scheduled;
 - (ii) if an eight (8) hour break would result in the employee returning to work prior to the midpoint of his or her next regularly scheduled shift the employee shall return to work after eight (8) hours have elapsed from the end of the overtime call-back work with full compensation for that shift;
 - (iii) if an eight (8) hour break would result in the employee returning to work after the midpoint of the shift then the employee shall continue working at the overtime rates until the beginning of his or her regularly scheduled shift and continue working to the later of the midpoint of the regular shift or the completion of the equivalent number of hours of work in the employee's regular shift, including the call-back and overtime hours worked. The employee will receive full compensation for the regular shift.
 - (iv) clause (iii) above also applies to overtime call-back work which extends into the employee's regular shift.

- (c) This clause does not apply to overtime which is specified to be contiguous with an employee's shift or when overtime is worked on a call-out of three (3) hours or less.
- 17:05 Subject to payroll requirements, the employer will endeavour to pay overtime earnings not later than the second pay day subsequent to reporting the overtime.
- 17:06 When an employee reports to work overtime, the employee shall be reimbursed for reasonable expenses incurred in accordance with clause 20:01(c).

Article 18 - Designated Paid Holidays

18:01 The following days shall be designated as paid holidays:

New Year's Day	Good Friday	Easter Monday
Victoria Day	Canada Day	Civic Holiday
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	

- 18:02 **An** employee is not entitled to pay on a designated paid holiday if the employee is absent without pay on both the working day immediately preceding and following the designated paid holiday, except in the case of an employee who is granted leave without pay for union business.
- 18:03 When a designated paid holiday(s) coincides with an employee's day(s) of rest, the holiday(s) shall be moved to the first scheduled working day(s) following the employee's day(s) of rest. When a day that is a designated holiday is moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.
- 18:04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 18:03;
- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest, and
- (b) work performed by an employee on the day to which the holiday was moved shall be considered as work performed on a holiday.
- 18:05 When an employee works on a holiday, s/he shall be paid:
- (a) time and one-half (1 ½) for the first four (4) hours of work and double (2) time thereafter, in addition to the pay that the employee would have been granted had s/he not worked on the holiday; or
- (b) upon request and with the prior approval of the Employer, the employee shall be granted:
- (i) a lieu day with regular current, straight-time pay at a later date in lieu of the holiday, and
- (ii) pay at time and one-half (1 ½) times the straight time rate of pay for the first four (4) hours worked, and
- (iii) pay at two (2) times the straight-time rate of pay for all hours worked on the holiday in excess of four (4) hours worked.
- 18:06 Subject to operational requirements and advance notice of request, the Employer shall grant lieu days at such times as the employee may request. When in a calendar year, an employee has not been granted the lieu days requested, such corresponding lieu days may, at the employee's option and written request, be carried over for one (1) year. In all other cases, unused lieu days shall be paid out as of December 31st annually at the employee's straight time rate of pay.

18:07 When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of:

- a) compensation in accordance with the provisions of clause 18:05; or
- b) three (3) hours pay at the applicable overtime rate of pay.

However, there shall be no pyramiding of designated holiday pay premium with overtime premium pay for the same hour(s) worked.

18:08 Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

18:09 Where operational requirements permit, the Employer shall not schedule an employee to work both December 25 and January 1 in the same holiday season. Where practicable, an employee who has worked December 25 the previous holiday season shall not be required to work December 25 in the subsequent season.

Article 19 – Discipline

19:01 An employee may be disciplined for just cause.

19:02 When an employee is required to attend a meeting, to discuss his/her conduct for which the Employer is considering discipline or termination, the employee is entitled to have, at his or her request, a union representative present if more than the employee's manager is involved.

19:03 (a) When an employee is required to attend a meeting, the purpose of which is to render disciplinary action, the employee concerned is entitled to have, before the discipline is imposed, reasonable notice of the meeting. Where practicable the notice should be for at least one (1) day. The employee shall be given an explanation for the discipline and the letter outlining the reasons.

(b) The Employer shall advise the employee of his/her right to have a union representative attend the meeting.

19:04 The Employer shall notify the local representative of the Union, in writing, that such disciplinary action has occurred, where practicable, on the day discipline is meted out.

19:05 The Employer agrees not to introduce as evidence in an arbitration hearing relating to disciplinary action any document from the file of an employee, the content of which was not disclosed to the employee at the time of discipline or within a reasonable period thereafter. The provisions of this clause shall not apply where disclosure of such document(s) has been provided to the Union, as contemplated by Article 19:04, in a timely manner, in advance of the arbitration hearing.

19:06 Any document or written statement related to disciplinary action which may have been placed in the personnel file of an employee shall be destroyed by the Employer after two (2) years have elapsed since the disciplinary action was taken, provided that there has been no repeat of the same or similar conduct during this period.

19:07 If an employee is suspended without pay pending investigation for an alleged misconduct, benefits will be maintained and if the investigation has not been completed within two weeks of suspension, the suspended employee shall, unless the alleged misconduct is under criminal investigation by the police, receive regular wages after two weeks, until such time as the Employer's investigation is concluded and a decision is made by the Employer.

Article 20 - Call Back

- 20:01 (a) If an employee is called back to work after having left his/her place of work, outside his/her regular hours of work, or on a designated paid holiday, the employee shall be compensated the greater of:
- (i) three (3) hours pay at the applicable overtime rate, or
 - (ii) the applicable rate of overtime compensation for the work required to be performed by the call back, provided that the period worked by the employee is not contiguous to the employee's normal hours of work,
- (b) Where the call back requires an employee to report to his/her normal place of work, the employee shall report to the supervisor or duty manager, or where directed, some other work place at the work site. When the work is complete, prior to departing, the employee will report to the supervisor or duty manager.
- (c) When an employee reports for overtime work or on a call back which is not contiguous to the employee's normal hours of work, the employee shall be reimbursed for actual mileage at a rate of forty-two and one-half cents (\$.425) per kilometre, to a maximum of 75 kilometres each way or out-of-pocket expenses for other means of commercial transportation up to a maximum amount equivalent to the mileage entitlement. This does not apply to regularly scheduled work which falls on a designated holiday.

Article 21 – Standby

- 21:01 Where the Employer requires an employee to be available on standby during off-duty hours, for work urgently required to be done, an employee shall be entitled to a standby payment of \$15.00 for each eight (8) consecutive hours or portion thereof that the employee is on standby.
- 21:02 **An** employee designated for standby duty by letter, list or schedule, will be available during the period of standby at a known telephone number, or pager if provided by the employer, and shall return for duty promptly and, in any event, within one and one-half (1 ½) hours of receiving the call.
- 21:03 No standby payment shall be granted if an employee is unable to report fit for duty immediately when required, and in any event, within one and one-half (1 ½) hours.
- 21:04 **An** employee who in on standby who is required to report to the workplace shall, in addition to the standby pay, be compensated in accordance with the Call Back provisions of Article 20. **An** employee who is on standby away from the workplace and is required to respond to telephone calls shall, in addition to the standby pay, be compensated one half (½) hour at the applicable overtime rate for having responded to a call. Further calls received during the ½ hour of receiving the first telephone call back shall not be compensated. Any calls after this ½ hour shall be treated as a new telephone call back.
- 21:05 Travel time is not considered time worked for the purposes of this Article.
- 21:06 The Employer will endeavour to provide for equitable distribution of standby duties among qualified employees in their respective groups provided that any valid claim of inequitable distribution shall be made up in kind.
- 21:07 **An** employee shall not be eligible for standby pay after having been on sick leave with or without pay on his/her last regularly scheduled shift unless and until s/he first reports in for regular duty and completes his/her next regularly scheduled shift.

Article 22 - Shift Premium

- 22:01 An employee working on shifts, of which half or more of the hours are regularly scheduled between 4:00 p.m. and 8:00 a.m., will receive a shift premium of \$1.35 per hour for all hours worked, including overtime. Shift premium will also be paid for regular work hours that commenced earlier than 7:00 a.m. or extended beyond 6:00 p.m., in which case employees working the shift would receive the greater of the premium for hours worked up to 8:00 a.m. and for time worked after 6:00 p.m., or a minimum of two (2) hours shift premium pay. Effective August 1, 2005, the shift premium shall increase to \$1.50 per hour.
- 22:02 Employees working regularly scheduled shifts on a Saturday and/or Sunday shall receive an additional premium of \$1.35 per hour for all hours worked, including overtime. This clause does not apply to employees regularly scheduled on fixed days Monday to Friday who are assigned overtime on a Saturday and/or Sunday. Effective August 1, 2005, the premium shall increase to \$1.50 per hour.

Article 23 - Vacation Leave

- 23:01 The vacation year shall be from January 1st to December 31st of the calendar, inclusive.
- 23:02 **An** employee shall, during the vacation year, earn vacation leave credits at the following rates for each calendar month during which s/he receives at least ten (10) days wages:
- (a) one and one-quarter (1 ¼) days until the month in which the anniversary of the employee's eighth year of service occurs;
 - (c) one and two-thirds (1 2/3) days commencing with the month in which the employee's eighth anniversary of service occurs;
 - (d) two and one-twelfth (2 1/12) days commencing with the month in which the employee's sixteenth anniversary of service occurs;
 - (e) two and one-half (2 ½) days commencing with the month in which the employee's twenty-fourth anniversary of service occurs.
- 23:03 For the purposes of applying this Article 23 and the calculation of vacation leave, "service" shall mean:
- (a) for those employees who transferred from the Federal Government to the Greater Toronto Airports Authority (GTAA), prior years employment in the Public Service of Canada as at December 2, 1996; and
 - (b) length of continuous service with the Greater Toronto Airports Authority for employees hired subsequent to December 2, 1996;
 - (c) continuous employment notwithstanding a break in employment of one (1) year or less. The duration of the break in employment shall not be counted in calculating service for vacation leave.
- 23:04 (a) **An** employee is entitled to vacation leave to the extent of the employee's earned credits. However, an employee, who has successfully completed his or her probationary period, including an extension thereof, or six (6) months of service, whichever is the greater, shall receive an annual advance of his or her anticipated credits.
- (b) No vacation leave shall be granted within the first four (4) months of employment.
- 23:05 For the purposes of applying the leave provisions of this Article 23, leave credits earned and utilized by an employee shall be calculated in hours. The conversion of days to hours shall be based on the employee's daily scheduled hours of work.

23:06 Subject to operational requirements;

- (a) Each employee shall be permitted on the basis of service (as defined in clause 23:03) within the employee's department/work unit, one (1) selection to be made by March 1st of up to three (3) consecutive weeks of vacation. Following this selection and where practicable the Employer shall endeavour to accommodate employee requests for up to two (2) consecutive weeks of vacation between June 15th and September 15th. Vacation leave under this process shall be approved and posted by April 15th.
- (b) Vacation leave not scheduled during the initial selection period identified in clause 23:06(a) will be granted in the order received.
- (c) The Employer shall approve or deny a request for vacation leave under (b) above within ten (10) days of receipt of the request.
- (d) Once an employee's vacation period has been scheduled and approved in accordance with this Article it shall not be displaced by a more senior employee.

23:07 Where, in respect of any period of vacation leave, an employee is granted:

- (a) bereavement leave with pay; or
- (b) leave with pay because of illness in the immediate family (medical substantiation may be required); or
- (c) is granted sick leave on production of a medical certificate, if required by the Employer. The period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date. **An** employee shall notify the employer as soon as possible in the event of illness and provide the aforementioned medical certificate on the first day of return to work.

23:08 Where in any vacation year an employee has not been granted all vacation leave credited to the employee, the unused portion of the vacation leave shall be carried over into the following vacation year or at the employee's election, paid out at the employee's then current daily rate of pay. Carry-over beyond one year shall be by mutual consent.

23:09 The Employer shall make every reasonable effort not to recall an employee to duty after the employee has commenced vacation leave. When, during any period of vacation leave, an employee is recalled to duty, the employee shall be reimbursed for reasonable actual expenses that the employee incurs in proceeding to the employee's place of duty and in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completion of the assignment for which the employee was recalled, after submitting such accounts as are normally required by the Employer. The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled, under this Clause, to be reimbursed for expenses incurred by the employee.

23:10 When the Employer cancels a period of vacation leave which it had previously approved in writing, the Employer shall reimburse the employee for the non-refundable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such verified documentation as the Employer may require. The employee shall make every reasonable effort to mitigate any losses incurred and will provide proof of such action to the Employer.

23:11 In the event of an employee's termination of employment, or in the event of an employee's death, the terminated employee or the employee's estate, as the case may be, shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave to the employee's credit by the regular rate of pay to which the employee is entitled in effect at the time of the employee's termination or the date of death, as the case may be, except that the Employer shall grant the employee any vacation leave earned but not used by the employee before the employment is terminated by lay-off if the employee so requests because of a requirement to meet minimum continuous employment requirements for severance pay.

- 23:12 In the event of termination of employment, the Employer shall recover from any monies owed the employee an amount inclusive of an amount equivalent to unearned vacation leave taken by the employee at the employee's then current regular daily rate of pay.
- 23:13 The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences.

Article 24 Other Leave With or Without Pay

24:01 Bereavement Leave

For the purposes of this Clause, "immediate family" means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse permanently resident with the employee), child (including child of the common-law spouse) stepchild or ward of the employee, father-in-law, mother-in-law, grandchild, and other relative(s) permanently residing in the employee's household or with whom the employee permanently resides. Leave request must indicate relationship with deceased.

- a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of four (4) consecutive calendar days inclusive of the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel for attendance directly related to the death.
- b) **An** employee is entitled to one (1) days' bereavement leave with pay for purposes directly related to the death of his or her grandparent, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- c) If, during a period of scheduled vacation or compensatory leave, an employee is bereaved in Circumstances under this Clause, the employee shall be granted bereavement leave, with pay if applicable, and the compensatory or vacation leave credits shall be restored accordingly.
- d) The parties recognize that the circumstances contemplating leave for bereavement are based on individual circumstances. Accordingly, at the request of the employee in special circumstances, the Employer may, in its discretion, grant leave after considering the particular circumstances, with or without pay, for a period greater than that provided for in paragraphs a) and b) of this Clause.

24:02 Maternity, and Parental Leave Without Pay

- a)
 - (i) **An** employee shall notify the Employer in writing, at least four (4) weeks in advance of the initial date of the intended period of leave under this Article 24:02, unless there is a valid reason why the notice could not be given.
 - (ii) Leave granted to any two employees under this Article 24:02 shall not exceed the aggregate amount of fifty-two (52) weeks leave in respect of the same child.
 - (iii) An employee **who** becomes pregnant shall, upon request, be granted maternity and/or parental leave for a period beginning before, on or after the termination date of pregnancy provided that the combined leave(s) in total shall not exceed fifty-two (52) weeks of leave. Subject to the provisions of Article 24:02(a)(ii), an employee who has come into the care and custody of a newborn child and who has accepted custody of the child, or an employee who has come into the care and custody of a child through the completion of lawful adoption process, shall, upon request, be granted parental leave for a period commencing on or after the date of care and custody provided that the combined leave(s) shall not exceed fifty-two (52) weeks of leave.

- (iv) Where the employee's newborn child is born prematurely, or is born with or contracts a condition that requires hospitalization during the period of leave defined in Article 24:02(iii), and the employee returns to work during all or any part of any periods which the newborn child is hospitalized as a result, the employee may subsequently resume the unused leave provided in Clause 24:02(a)(iii).
 - (v) Leave granted under this Article 24:02 shall be counted for the calculation of vacation leave credits, sick leave accrual, service for the purpose of calculating severance pay, vacation leave, and pay increments under this Agreement.
 - (vi) When the employee returns to work from a period of leave under this Article 24:02, the Employer will return the employee to the same position which the employee held prior to the leave, provided the same position exists, but in any event, the employee shall be reinstated to a comparable position with the same wages and benefits.
- (b)
- (i) At its discretion, the Employer may require an employee to submit a medical certificate from a duly qualified medical practitioner certifying the employee's pregnancy and the expected date of delivery.
 - (ii) An employee who has completed six (6) months of continuous service, is entitled to be paid by the Employer a maternity leave and/or parental leave allowance as follows, provided the employee has qualified for Employment Insurance maternity and/or parental benefits:
 - (a) Where the employee is subject to a waiting period before receiving Employment Insurance maternity and/or parental benefits, a maternity and/or parental leave allowance of ninety-three percent (93%) of the employee's normal weekly rate of wages (excluding overtime) for each of the first two (2) weeks of such waiting period, less any other monies earned during this period and/or;
 - (b) Up to a maximum of thirty (30) week's payment equivalent to the difference between the Employment Insurance maternity and/or parental benefits the employee receives and ninety-three percent (93%) of his/her normal weekly rate of wages (excluding overtime), less any other monies earned during this period.
 - (c) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under this Article 24:02, the payments shall be adjusted accordingly.
 - (iii) (a) The maternity leave allowance payable under this Article 24:02 is subject to the employee first agreeing in writing to return to work on the date of expiry of the leave for a period of six (6) months, including periods of approved leave. Should an employee fail to return to active employment or remain at work for the six (6) month period for reasons other than involuntary separation or medical disability the Employer may recover the full amount of the maternity leave allowance calculated on a pro-rata basis and such indebtedness may be recovered from wages otherwise payable to the employee or in any other lawful manner.
 - (b) The commencement date of the six (6) month return to work agreement may be modified by mutual agreement.
 - (iv) Upon providing the Employer with a written request at least four (4) weeks in advance of the scheduled termination date of the maternity/parental leave, an employee may elect to use earned vacation credits and compensatory leave credits beyond the date that his/her maternity/parental leave terminates. An employee may elect to use earned vacation credits and compensatory leave credits up to and beyond the occasion of the birth of the child or the date of custody of the child. An employee shall not be entitled to

receive a maternity and/or parental leave allowance during any week that the employee has elected to use vacation credits or compensatory leave credits.

- (v) Upon written request of the employee, the Employer agrees to advise the employee of any job posting or training opportunities during the period of leave.

Child Care Leave Without Pay

- (c) Subject to operational requirements, an employee shall be granted leave without pay for the personal care and nurturing of the employee's pre-school age children in accordance with the following conditions:
 - (i) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given.
 - (ii) leave granted under this clause shall be for a minimum period of six (6) weeks and for a maximum of one (1) year.
 - (iii) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purposes of calculating severance pay and from the calculation of "service" for the purposes of calculating vacation leave.
 - (iv) time spent on such leave shall not be counted for pay increment purposes.
 - (v) total leave(s) under this clause shall not exceed the aggregate of eighteen (18) months for the same child with a family lifetime maximum of five (5) years.
- (d) During any period of leave under this Article 24:02 and Article 24:09, except leave under Article 24:02(c), the Employer shall continue to pay its applicable share of the cost(s) of pension, benefit and life insurance plans. Prior to an employee proceeding on leave, the employee will be responsible for making arrangements to reimburse the Employer for his/her share of the applicable premiums of the corresponding plans. Failure to make such arrangements could result in the employee's coverage lapsing during a part or all of the leave period. **An** employee will be given reasonable notice before coverage lapses. The Employer shall not be held liable for the employee's failure to pay, or the employee's failure to make timely payment of his or her applicable cost(s). An employee on approved leave under Article 24:02(c) shall be responsible for the payment of 100% of the Employer's share and the employee's share of premium costs after the first three (3) consecutive months of such leave during which the employee receives no salary.

24:03 Leave With or Without Pay For Other Reasons

At its discretion, the Employer may grant:

- (a) leave with pay when circumstances not directly attributable to the employee
 - (i) prevent his or her reporting for duty at the regular start time, or
 - (ii) prevents his or her working a complete shift.
- (b) leave with or without pay for purposes other than those specified in this Agreement;

and although the Employer agrees that leave(s) of absence contemplated by this Article 24:03 shall not be unreasonably withheld, the employee shall bear the onus of proof contemplated by this Article 24:03.

24:04 Injury-On-Duty-Leave

An employee shall be granted injury-on-duty leave with pay for such reasonable period when a claim has been made pursuant to the Workplace Safety and Insurance Act, and a Workers' Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

- (a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's wilful misconduct, or
- (b) an industrial illness or a disease arising out of and in the course of the employee's employment,

if the employee agrees to remit to the Employer any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness, or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

The Employer reserves the right to opt for alternative workers' compensation protection as contemplated by section 239.1 of Division XIII.I of Part III of the Canada Labour Code in which case the provisions of this clause shall be applied in context, and provided that the employees shall be entitled to not less than the same protection and benefits that otherwise would apply. In the event of a dispute respecting benefits, the Workplace Insurance Board shall be the final adjudicator at no cost to the employee.

24:05 Court Leave With Pay

The Employer shall grant leave with pay to an employee for the period of time s/he is required:

- (a) to be available for **jury** selection or duty;
- (b) by subpoena or summons to attend as a witness in any proceeding held in or under the authority of a judge, justice, magistrate, coroner, court of justice, legislative council or any person or body of persons authorized by law to compel the attendance of witnesses before it, except where such attendance is on the employee's own behalf;

provided that any conduct monies or fees received by the employee for such attendance or duty shall be promptly turned over to the Employer along with evidence of the quantum and period of the payment made to the Employee.

24:06 Union Leave(s) With Or Without Pay

- (a) Arbitration

The Employer will grant leave, without loss of regular non-premium pay, to an employee who is:

- (i) not the grievor, and who **is** called as a witness by a party to an arbitration hearing, but **only** for the time reasonably required for such employee to attend,
- (ii) the grievor in an arbitration proceeding,
- (iii) one (1) authorized union representative of the grievor(s) in an arbitration proceeding,
- (iv) where applicable, the other affected party or parties, except in the case of a policy grievance.

An employee who is summoned or under subpoena, and who is entitled to pay under the provisions of this Clause

24:06(a), shall remit all conduct money received to the Employer forthwith,

(b) Collective Bargaining

The Employer will grant reasonable leave without loss of regular non-premium pay to four (4) employees during their regular working hours for purposes of attending initial preparatory contract negotiations meetings on behalf of the Union during the last two (2) months of the collective agreement prior to commencing negotiations with the Employer; and for attending contract negotiations with the Employer up to the point of impasse in the conciliation process. Thereafter the Employer shall grant leave without pay.

(c) When operational requirements permit, the Employer shall grant time off, with pay, to employees who are meeting with management on behalf of the Union.

(d) Subject to operational requirements and with reasonable notice, the Employer shall grant leave without pay to a reasonable number of employees to undertake work on behalf of the Union, including its components and or locals, and to attend to Union business, including Union conventions, executive meetings, Canada Labour Relations Board hearings and representative training courses.

(e) The Employer shall grant a leave of absence without pay to an employee who is elected or appointed to a full-time position of the Union within one (1) month after notice is given to the Employer of such election or appointment. The duration of such leave shall be for the period the employee holds office.

An employee who returns to the bargaining unit after a period of leave without pay granted under this Article shall have the time spent on leave credited for purposes of seniority. Such an employee has the right to return to work in his or her classification and level, and the position where s/he was assigned prior to election or appointment, if practicable, and to the appropriate salary level in effect upon his or her return.

(f) All requests for leave under this Article 24:06 shall be made by the Union, or the individual employee, as the case may be, in writing on a form provided by the Employer and shall be made as far in advance as possible.

24:07 Sick Leave With Pay

(a) When an employee is unable to perform his or her duties because of illness or injury, excluding absences contemplated by Article 24:04, the employee will be granted sick leave with pay, subject to the provisions of Clause 24:07(e), and provided the employee satisfies the Employer of such condition in such manner and at such time as may be determined by the Employer. Subject to the provisions of Clause 24:07(b), unless otherwise informed by the Employer, a statement signed by the employee stating that s/he was unable to attend to perform his or her duties because of illness or injury shall be considered as meeting the requirements of this Clause.

(b) Where there is a legal duty on the Employer to accommodate an employee due to illness, injury or disability, in order that the Employer may objectively assess the accommodation, if any, the Employer may request a statement from the employee's attending physician (or Specialist if required by the Employer) verifying the medical diagnosis, including the need for the current period of absence and a prognosis stating the anticipated duration of the absence. The costs associated with obtaining such a statement shall be borne by the Employer.

(c) Notwithstanding the provisions of Clause 24:07(a), a statement signed by the employee may not be acceptable under the following circumstances:

(i) where the Employer has reasonable cause to suspect an abuse of sick leave; or

(ii) where the employee is absent for five (5) or more working days or has used more than ten (10) days of sick leave in a fiscal year.

In the circumstances described in (c) (i) and (ii), the Employer may request a statement from a qualified medical practitioner (including a chiropractor, where applicable) to verify the reasons for the employee's absence, The costs associated with obtaining such a statement shall be borne by the employee.

- (d) Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.
- (e) **An** employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which the employee receives pay for at least ten (10) days.
- (f) When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of Article 24:07(a), sick leave with pay may, at the discretion of the Employer, be granted to an employee:
 - (i) for a period of up to twenty-five (25) days if a decision on an application for injury-on-duty leave is being awaited; or
 - (ii) for a period of up to fifteen (15) days in all other cases subject to the deduction of such advanced leave from any sick leave credits subsequently earned.
- (g) When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.
- (h) Sick leave credits earned after December 1, 1996 but unused by an employee shall be restored to an employee whose employment was terminated by reason of layoff and who is recalled by the GTAA within one (1) year from the date of layoff.
- (i) **An** employee must utilize his or her accumulated sick leave credits prior to qualifying for entitlement to long term disability benefits.

24:08 Leave Without Pay for Personal Needs

Leave without pay will be granted for personal needs in the following manner:

- (a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- (b) subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- (c) an employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this clause during the employee's employment with the GTAA. Leave without pay granted under this clause may not be used in combination with maternity, parental or adoption leave without the prior consent of the Employer;
- (d) leave without pay granted under (a) of this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave;

Time spent on such leave shall not be counted for pay increment purposes.

- (e) leave without pay granted under (b) of this clause shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.
- (f) an employee who is granted leave under this Article 24:08 must take the full period of approved leave unless otherwise agreed in writing between the Employer and the Union.

24:09 Leave With Pay for Personal Needs/Family-Related Responsibilities

(a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster parents), or any relative permanently residing in the employee’s household or with whom the employee permanently resides.

(b) The Employer shall grant leave with pay for up to five (5) days in total in each calendar year to be used for the following purposes:

- i. for the employee to attend, or to take a member of the employee’s family, for medical, legal or dental appointments, or for appointments with school authorities or adoption agencies, or to provide for the temporary care of a sick member of the employee’s family or for any other personal needs of the employee including marriage leave. This allowance will be allocated on a prorated basis to newly hired employees in their first partial calendar year of employment. S/he shall be entitled to this allowance for each month in which s/he receives at least 10 days wages.

24:10 Shift Workers

A shift work employee who is scheduled to work the evening or midnight shift on the day that would require his/her attendance under Article 24:05 or 24:06(a) shall be granted leave with pay from his/her scheduled shift provided that the employee shall not qualify for any other paid leave related to such attendance.

24:11 Leave General

- (a) An employee is entitled, once in each fiscal year, to be informed by his/her manager or designate, upon request, of the balance of his or her vacation and sick leave credits.
- (b) The amount of leave with pay earned, but unused, credited to an employee by the Employer at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee subject to the conditions respecting the granting of such leave that are in force on the day that this Agreement is signed.
- (c) An employee is not entitled to leave with pay during periods s/he is on leave without pay or under suspension.
- (d) **An** employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

24:12 Employee Absence Protocol

Employees are required to personally notify their immediate management representative, or if unavailable, his or her designate, as quickly as possible in advance of the commencement of their shift, except in cases of emergency or where

the employee is incapable due to the nature of the absence or late reporting, in the event of sudden illness, accident or other emergency that would prevent their timely and full attendance to their duties as scheduled, providing reasons for lateness or absence, as the case may be. In the event that the manager or their designate is unavailable, the employee must personally leave a message providing reasons for the lateness or absence, and contact information stating a telephone number at which the employee can be contacted in timely fashion. Employees who have reported in compliance with this clause shall keep the Employer advised of their status, on any subsequent day involving late reporting for duty or absence, except where the employee has provided to the Employer a medical certificate from a licensed physician stating that the employee is incapable of working and stating the anticipated duration of the absence, in which case, the Employee must keep the Employer advised of his/her status on a weekly basis and if there is any significant change in the status of his/her physical condition. The employee shall bear the onus of showing s/he made every reasonable effort to comply with the provisions of this Article.

Article 25 - Technological Change

- 25:01 The parties agree that they shall be governed by the definition of technological change in the Canada Labour Code,
- 25:02 Whenever the Employer proposes to effect a technological change that is likely to affect either the terms and conditions or the security of employment of a significant number of employees in an occupation, the Employer shall give notice of the technological change to the Union at least one hundred and twenty (120) days prior to the date on which the technological change is to be implemented.
- 25:03 The notice referred to in Clause 25:02 shall be in writing and shall state:
- (a) the nature of the technological change;
 - (b) the date on which the Employer proposes to effect the technological change;
 - (c) the approximate number and position of employees which are likely to be affected by the technological change; and
 - (d) the anticipated effect that the technological change is likely to have on the terms and conditions of employment or the security of employment of the affected employees.
- 25:04 Once the Employer has provided the Union with the notice described in Clause 25:02, the Employer shall, on the written request of the Union, provide the Union with a written statement setting out:
- (a) a detailed description of the nature of the proposed technological change;
 - (b) the name(s) of the employee(s) who will initially be likely to be affected by the proposed technological change; and
 - (c) the rationale for the change.
- 25:05 During the notice period described in Clause 25:02, the parties shall undertake to meet and to hold constructive meaningful joint consultation in an effort to reach agreement or solutions to the problems or implications arising from the proposed technological change, such as, but not limited to, employment protection. Where such consultations involve technological change which is likely to affect security of employment, the change shall not be introduced until the parties have reached agreement or the matter is resolved by arbitration.
- 25:06 Notwithstanding the provisions of Clause 25:05, where the delay in implementation of technological change would impede required major changes or progress to new construction or systems urgently required at the Employer's facilities, the Employer may implement such change forthwith where the parties have been unable to reach agreement in the interim, subject to the right of either party to have the related outstanding issues resolved at arbitration. Employees who

may be affected by this change shall continue to receive their full salary and benefits during this period until the matter is resolved between the parties or by arbitration.

- 25:07 Notwithstanding the reference to significant number of employees in Article 25:02, where an employee's position is likely to be affected by a technological change prescribed in the notice referred to in Clause 25:02, the employee will be provided with a reasonable training opportunity in the position as changed, where available, during working hours, at no cost to the employee.
- 25:08 Where a position is no longer available as a result of technological change, the Employer will provide the employee with a reasonable job opportunity, if available, for which the employee is qualified or would qualify within a reasonable training period.

Article 26 - Layoff/Recall

- 26:01 In the event of a permanent work force reduction, the Employer shall advise the Union at least one hundred and twenty (120) days prior to the reductions. The notice will outline the reasons for the workforce reduction, the location and the number of employees affected.
- 26:02 Employees, subject to a permanent workforce reduction described in Article 26:01; or subject to indefinite layoff, will be advised no less than ninety (90) days prior to the date of layoff.
- 26:03 A joint Union-Management committee shall be established to consider possible alternatives, including attrition, to a workforce reduction and to consult on the relocation process to be provided to affected employees and on the application of this Article. This committee shall meet during the thirty (30) days following the notice prescribed in clause 26:01 and, where necessary, during the ninety (90) days notice prescribed in clause 26:02.
- 26:04 Prior to implementing lay-offs, the Employer will consider offering employees voluntary severance in accordance with Article 27, if:
- (a) the employee waives the right to recall; and
 - (b) the voluntary severance would avoid the lay-off of another employee,
- 26:05 Employees subject to layoff for an indefinite period shall:
- (a) during the ninety (90) days period of notice, be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective employer and such additional leave with pay as the Employer considers reasonable for related travel; and
 - (b) be provided with a job search assistance program and counselling services co-ordinated by the Employer.
- 26:06 Employees subject to layoff for an indefinite period shall have the option of:
- (a) accepting layoff and retaining the right of recall for up to one (1) year; or
 - (b) accepting termination from the Employer and waiving the right of recall by accepting severance pay; or
 - (c) accepting an offer of assignment or appointment to any vacant position at the same classification level, or any vacant position of a lower classification if there is no vacant position at the same classification, within the bargaining unit, providing such employee has the ability to perform the required key elements of the vacant job or may qualify within a reasonable training period to be determined by the Employer not to exceed three (3) months. An employee who refuses to be assigned or appointed shall be subject to lay-off in accordance with the remaining provisions of this Article.

- (d) displacing an employee with less service in any equivalent or lower rated position formerly held by the employee subject to layoff, providing such employee has the threshold ability to immediately perform the job; or
- (e) displacing an employee with less service in any equivalent or lower rated position within the employee's classification group, providing such employee has the ability to perform the required key elements of the job or may qualify within a training period to be determined by the Employer not to exceed three (3) months. or;
- (f) displacing an employee with less service in any equivalent or lower rated position provided such employee has the ability to perform the required key elements of the job or may qualify within a training period to be determined by the Employer not to exceed three (3) months and is unable to exercise rights under clause 26:06 (c) and (d).
- (g) The employee shall notify the Employer in writing within two (2) weeks of notice of permanent/indefinite layoff of the decision to displace another employee respecting paragraphs (d), (e) and (f) above. The two (2) week notice period shall be appropriately extended in the case of an employee who is on vacation. The training period referred to in this Article, to be determined by the Employer, shall be extended up to one (1) additional month where circumstances warrant. Where an employee fails to give written notice of his intention to bump within the two (2) week period, the employee shall relinquish the right to bump and shall make his or her election under clause (a), (b) or (c), if applicable, above.

26:07 Employees who are displaced will become subject to the provisions of this Article, provided that notice given under Article 26:02 to employees in the first instance shall be deemed to have also been given to employees ultimately displaced. In no case will an employee subject to layoff be given less than sixty (60) days notice of layoff or pay in lieu.

26:08 (a) Employees affected by the reduction who are appointed to a lower rated position pursuant to clause 26:06 shall continue to be paid in the same range of rates prescribed for his or her position prior to the reduction. Subject to 26:08 (b) an employee shall continue to receive salary increments and negotiated salary increases as if he or she had not been involved in the reduction.

(b) An employee identified in 26:08(a) who refuses assignment to an indeterminate position rated the same as or higher than his or her prior classification and for which the employee is qualified shall no longer be paid in accordance with 26:08(a). Instead, the employee shall be immediately paid at the rate of pay for the reclassified position.

26:09 The Employer shall review the use of temporary and term employees, and where practicable, shall not renew the employment of such employees if qualified surplus employees or laid-off persons can satisfactorily perform the work.

26:10 Employees who are subject to layoff shall be given a preference for appointment to any vacant or newly created position within the ninety (90) day period in clause 26:01 for which the employee is qualified to perform the work, or could qualify within the ninety (90) day period. The job posting provisions of this Agreement will not apply in the circumstances prescribed by this Article 26.

26:11 In the event of a short-term layoff of two (2) weeks or less due to unforeseen emergencies, layoff shall be made without regard to length of service and the provisions of this Article 26 shall not apply. Employees are required to utilize accumulated lieu and compensatory leave during this period if the unforeseen emergency lasts longer than five (5) calendar days. For unforeseen emergencies of five (5) calendar days or less, employees will be granted leave with pay.

26:12 Recall

- (a) Employees who have been laid-off and have not accepted severance pay shall be entitled to recall in inverse order of layoff for a period of one (1) calendar year from the date of layoff. Upon expiry of the recall period, an employee shall receive severance pay if he or she has not been recalled.
- (b) An employee who is laid off shall have the right of recall for a period of one (1) year for any vacant or newly created bargaining unit position for which the employee is qualified to perform or may qualify within a training period not to exceed three (3) months.

26:13 In the event of an indefinite or temporary layoff, an employee shall continue to be covered by the Extended Health and Dental Plans for the lesser period of six (6) months, accepting severance pay, or obtaining alternate employment.

26:14 The provisions of this Article apply only to permanent part-time and full-time employees.

26:15 In the event of a short-tendtemporary layoff of seventeen (17) weeks or less, the provisions of clauses 26:01 to 26:11 shall not apply. In the event of a temporary layoff, the employer shall provide the employee(s) with one (1) week's notice or, at the employer's option, one (1) week's pay in lieu of notice. The notice will contain the date of the temporary layoff and the anticipated date of return.

Employee Status While on Temporary Lay-Off

- A) **An** employee subject to temporary layoff shall be considered as being on leave of absence, subject to the following SUB Plan. **An** employee who provides the employer with proof that the employee has applied for and is in receipt of Employment Insurance benefits shall be paid Supplementary Unemployment benefits as follows:
 - (i) for the first two (2) weeks, where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance benefits, payment equivalent to ninety-three (93%) percent of the employee's weekly rate of pay; and
 - (ii) for up to a maximum of an additional fifteen (15) weeks, payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety-three (93%) percent of the employee's weekly rate of pay.
 - (iii) for a full-time employee, the weekly rate of pay shall be the weekly rate of pay to which the employee is entitled on the day immediately preceding the commencement of the layoff.
 - (iv) for a part-time employee, the weekly rate of pay shall be the full-time weekly rate of pay multiplied by the fraction obtained by dividing the employee's assigned hours of work averaged over the last six (6) month period of continuous employment by the regularly scheduled full-time hours of work for the employee's classification on the day immediately preceding the commencement of the layoff.
 - (v) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of supplemental unemployment benefits, the payments shall be adjusted accordingly.
 - (vi) Time spent on temporary layoff shall be counted as continuous employment for all purposes including pension.
 - (vii) The employer/employee shall continue to pay their respective share of premiums (if any) for medical or dental coverage or pension contribution.
 - (viii) Employees will not be required to liquidate either vacation or compensatory leave periods/credits to cover any part of a temporary layoff.

Article 27 - Severance Pay

27:01 Under the following circumstances and subject to clause 27:02, an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay:

(a) Lay-off

- (i) On the first lay-off two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment.
- (ii) On second or subsequent lay-off one (1) week's pay for each complete year of continuous employment, less any period in respect of which the employee was granted severance pay under sub-clause(a)(i) above.

(b) Resignation

On resignation, an employee with ten (10) or more years of continuous employment, one-half (1/2) weeks' pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

(c) Retirement

An employee shall receive a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each completed year of continuous employment to a maximum benefit of thirty (30) weeks' pay.

(d) Death

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment to a maximum benefit of thirty (30) weeks' pay.

(e) Release for Incapacity/Disability

When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of release or by reason of a disability/incapacity recognized by the Canada Human Rights Act, one (1) week's pay for each completed year of continuous employment to a maximum of twenty-eight (28) weeks' pay.

27:02 In calculating severance pay, no account shall be taken of employment prior to December 2, 1996. There shall be no pyramiding of statutory severance pay with the severance pay provisions of this collective agreement.

27:03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled on the date of the termination of employment.

27:04 The severance pay provisions of this Article 27 do not apply to an employee terminated for just cause.

27:05 For the purpose of calculating severance pay under the provisions of Articles 27:01(c) and (d), a partial year of continuous employment shall be prorated.

Article 28 - Group Insurance Plan(s)/Pension Plan(s)

28:01 Extended Health Care

- (a) The Employer agrees to pay the full premium for the Extended Health Care Plan. Effective upon ratification,

Vision Care coverage will be increased to \$250.00 every two (2) years, and PSA tests will additionally be included in the coverage.

28:02 Dental

- (a) The Employer agrees to pay the full premium for the Dental Plan. Effective upon ratification, Dental Plan coverage will be increased to a maximum of \$1,350.00 per calendar year, based on the current ODA schedule.

28:03 Long Term Disability

- (a) The Employer agrees to pay 85 percent of the premium, and to deduct from employees' wages, and remit 15 percent of the premium for the current Long Term Disability plan.

28:04 (a) Basic Life Insurance

The Employer agrees to remit the premiums in accordance with the current cost sharing arrangement for Life Insurance. The Employer agrees to pay the full premium for the current basic Life Insurance coverage.

- (b) Optional Life Insurance

An employee may purchase, at the employee's cost, additional life insurance coverage in units of \$25,000. to a maximum of ten (10) units, subject to the terms and conditions of the plan.

28:05 Optional Accidental Death and Dismemberment

- (a) **An** employee may purchase optional Accidental Death and Dismemberment coverage in units of \$25,000. to a maximum of ten (10) units, subject to the terms and conditions of the plan.

28:06 Travel Assistance Coverage

- (a) The Employer agrees to pay the full premium for the current Travel Assistance Plan.

28:07 General

- (a) Entitlement to benefits under the plan(s) referred to above shall be determined by the carrier(s) in accordance with the terms and conditions of the plan(s). The scope of coverage and benefits referred to above and described in SunLife contract # 56437 and PAI91032229 shall not be less than the scope of coverage and benefits contained in London Life Group Benefit Plan #328527 in the previous collective agreement. The employer shall provide a copy of the booklet describing the entitlement provisions and benefit coverage contained in these two SunLife contracts to the Union and each employee within thirty (30) days of the date of ratification of the collective agreement.
- (b) The Employer reserves the right to change carrier(s) at any time provided that the scope of coverage and benefits shall not **be** less than the current plan

28:08 Pension Plan(s)

- (a) Defined Benefit Plan

The GTAA ("Authority") Defined Benefit Plan covers employees who immediately prior to joining the Authority were employees of the Federal Public Service and were accruing pension benefits under the Public Service Superannuation Act (PSSA Plan). Employees covered by this Plan are required to contribute, by payroll deduction, 7.5% of salary up to the Year's Basic Exemption, 4.7% of salary between the Year's Basic Exemption and the Year's Maximum Pensionable Earnings and 7.5% of salary in excess of the Year's Maximum Pensionable Earnings. The Authority shall contribute

such amounts which will at least be equal to the total member’s contributions in respect of current service as may be required to provide the benefits under the Plan, in accordance with the provisions of the Plan.

(b) Defined Contribution Plan

The Defined Contribution Plan covers employees who were hired by the Authority subsequent to December 2, 1996, including those transferred term employees who were offered and accepted indeterminate status. Employees covered by the Defined Contribution Plan are required to contribute, by payroll deduction, up to 6 percent of their earnings in accordance with the provisions of the Plan. The Authority shall contribute an equal amount to the member’s contributions subject to the provisions of the Plan.

(c) General

Details of the Pension Plans described above are described in the booklet: “Greater Toronto Airports Authority Employees’ Pension Plan - Member Booklet”

(d) Amendment/Surplus/Termination or Windup

Any amendment to the Plan(s), allocation of surplus, a termination or windup of the Plan(s), shall be governed by the terms of the Plan(s) and applicable legislation, provided that no amendment or discontinuance of the Plan(s) shall have the effect of reducing the benefits accrued prior to such revision or discontinuance.

Article 29 – Clothing

29:01 For the health and safety of employees and the public image of the GTAA, uniforms and protective clothing will be provided on an individual basis in accordance with the provisions of this article to those employees who are required by the Employer to wear uniforms or required to be worn to work outdoors.

29:02 Personal protective clothing and items related to health and safety will be reviewed in conjunction with the Joint Health and Safety Committee at least annually.

29:03 General conditions:

- (i) all clothing items shall meet CSA standards, where required;
- (ii) except for safety footwear, replacements will be made as required, based on wear and tear, damage or appearance;
- (iii) initial fitting cost is the responsibility of the Employer;
- (iv) dry cleaning, laundry and related costs shall be the responsibility of the employee, except that the Employer shall continue to provide laundering service for coveralls where required to be worn by a trades person;
- (v) identification crests shall be supplied and affixed by the Employer at no cost to the employee;
- (vi) alterations, and related costs, required after initial fitting are the responsibility of the employee.

29:04 The Employer will provide the clothing items listed below where required to be worn by the Employer;

(a) Indoor Identification Uniforms

<u>Women</u>	<u>Initial Issue</u>
blazer	2
pants/skirts	4
shirts	6
bows/scarf	2
vest	2
belt	1

<u>Men</u>	<u>Initial Issue</u>
blazer	2
pants	4
shirts	6
ties	2
vest	2
belt	1

(b) Indoor Work Uniforms

<u>Item</u>	<u>Initial Issue</u>
Pants	4
shirts	8 (Any combination of long/short sleeve)

(c) Outerwear

<u>Item</u>	<u>Initial Issue</u>
Coveralls	4
Jacket (light)	1
Parka (Mid-length) or Parka (Waist length) Or Insulated Coveralls or Snow Pants	1
Rain jacket	1
Rain pants	1
Rain hat	1
Rain boots	1
Hat(summer)	1
Mittens (Inner/Outer)	1
Sunglasses	1
Cap	1
Balaclava	1

The clothing shall be appropriate to job appearance and function. The Employer may add additional clothing items to the list after consultation with the Union;

29:05 If the employer requires an employee to wear safety footwear, it will provide an annual footwear allowance of \$80 for the first year, \$90 for the second year, and \$100 for each subsequent year for the duration of this collective agreement.

Article 30 - Health and Safety

- 30:01 The Employer is vested with the primary responsibility for ensuring that safe conditions prevail within the workplace, and to take appropriate and effective measures, both preventative and corrective, to protect the health and safety of employees.
- 30:02 Both the Employer and the Union jointly declare their intent to develop and maintain a safe workplace and agree that work practices shall be governed by the Canada Labour Code and Regulations made thereunder, as amended from time to time.
- 30:03 A Joint Health and Safety Committee of equal representation shall be established in accordance with the provisions of the Canada Labour Code.

- 30:04 (a) When a Union representative notes that the quality of the environment is deteriorating, s/he is obliged to inform the Employer without delay in writing, or orally if s/he has reason to believe that the situation is urgent.

Accordingly, the Employer shall:

- (i) carry out the necessary inspection, analysis and investigations in the presence of a Union representative, and provide him/her with a copy of the report arising from these inspections, analysis and investigations;
 - (ii) place the matter on the agenda of the next meeting of the Joint Health and Safety Committee.
- (b) Any investigation report arising from the examination of a problem will be sent to the Local Union.
- (c) If the Union or the Local is not satisfied with the results of the investigation report it may request that the Joint Health and Safety Committee conduct another investigation.
- (d) The Union representative must be present at all investigations or inspections arising under paragraph (c) of this Article.
- 30:05 The Employer agrees to provide at no expense to the employee appropriate transportation to the nearest physician or hospital and from there to his/her home or place of work depending on the decision of the attending physician when such services are immediately required for an employee as a result of:
- (a) injury on the job, or
 - (b) a heart attack or other serious ailment which occurs on the job.

The Employer shall notify the Local of incidents of this nature.

- 30:06 The Employer will assume the costs of training employees designated as First Aid Attendants. Employees selected for first aid training will be granted time off with pay to attend first aid courses.
- 30:07 When an employee who is pregnant expresses concern about the possible ill effects of her work or work location upon her health or the health of her unborn child and is supported in that concern by a medical certificate issued by a qualified medical practitioner, the Employer shall endeavour to find alternate duties for the employee within or outside the bargaining unit after consultation with the Union.

Article 31 - Staffing/Job Posting

- 31:01 The Employer shall post all permanent vacancies, including newly created positions, in the bargaining unit, except the Employer is not required to post vacancies of a temporary nature including vacancies known to be of six (6) months or less.
- 31:02 The postings shall be for a minimum of ten (10) calendar days. The closing date shall be identified on all postings. For the purposes of Job Posting, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days, exclusive of Saturdays, Sundays and Statutory Holidays.
- 31:03 The posting shall contain the following information:
- (a) The summary of duties of the position to be filled.
 - (b) The salary/hourly rate for the position(s).

- (c) The number of positions being filled as a result of the competition.
- (d) The threshold qualifications required for the position(s), including education, knowledge, abilities, skills and experience. Such qualifications will be reasonable and reflect the minimum requirements of the position(s) being filled.

The Employer may consider an applicant with demonstrated abilities and experience in lieu of other relevant qualifications. In such cases, the Employer will identify this on the posting.

- 31:04 A copy of the posting shall be forwarded to the Union prior to posting on the notice board.
- 31:05 Except where a posting has been cancelled, in the event that a revised posting is issued prior to the closing date, the original closing date of the posting shall be extended by seven (7) days.
- 31:06 The Employer shall interview all candidates who meet the posted threshold qualifications and requirements of the position (s) as posted and who have submitted a valid, complete and timely application in response to a job posting.
- 31:07 All employees who apply for a job posting shall be considered to be candidates in the selection process and shall be entitled to have their qualifications for the position(s) assessed by the Employer. The qualifications of the candidates will be evaluated against the posted qualifications for the position(s). The applicant with the most seniority meeting the required posted qualifications shall be awarded the position. Where none of the candidates meet the qualifications and requirements of the position(s), the Employer may cancel the posting, re-post the position, or recruit from outside to fill the position(s), at the Employer's discretion. The candidate(s) in the bargaining unit shall be advised of the results of the competition as soon as practicable after the selection is made.
- 31:08 Upon written request, unsuccessful candidates in the bargaining unit will be advised of the reasons why they were unsuccessful in the competition.
- 31:09
 - (a) The Employer will post, in accordance with Clauses 31:02 and 31:03, all term positions and acting assignments known to be for a period in excess of six (6) months.
 - (b) A term or acting assignment which was originally expected to be less than six (6) months may be extended, without posting, with the assignment not to exceed:
 - (i) twelve (12) months in the aggregate in the case of maternity leave, paternity leave, or child care leave;
 - (ii) twelve (12) months in the case of long term disability.
- 31:10 The Employer is not required to post a vacancy for the purpose of a voluntary lateral transfer from one permanent position to another permanent position. A voluntary lateral transfer for salary purposes is defined as a position having a maximum salary equivalent to or less than the transferring employee's maximum salary.
- 31:11 Employees may, prior to commencing an approved leave of absence of six (6) weeks or less, file a written submission with Human Resources which shall include:
 - (a) a current resume;
 - (b) a written intention to bid on up to two (2) potential postings;
 - (c) information on how the employee can be contacted immediately if an opportunity arises.

- 31:12 The employee will be considered in the selection process provided s/he:
- (a) meets the threshold qualifications and requirements of the position;
 - (b) is available for the selection process to the convenience of the Employer; and
 - (c) is available to return to work immediately upon the expiry of the approved leave period.
- 31:13 Notwithstanding any other provision of this Article 31, the Employer is not required to post vacancies used for the purpose of the accommodation of an employee who is disabled within the meaning of the Canadian Human Rights Act.
- 31:14 Upon mutual consent of the parties, the Employer may establish an eligibility list by pre-posting positions and selecting candidates in advance. The Union agrees that consent shall not be unreasonably withheld. An eligibility list shall not exist for a period exceeding twelve (12) months, unless by mutual consent.

Article 32 - Education Leave

- 32:01 The Employer shall grant education leave with pay during an employee's normally scheduled hours for the purpose of taking courses, seminars or training required by the Employer. The Employer will provide time off with pay for the purposes of writing required examinations and will pay course registration fees and tuition.
- 32:02 If the employee initiates a request to take a course during or outside of working hours, which has been approved by the Employer in advance of the commencement of the course, the Employer agrees to reimburse the employee for the cost of tuition fees, prescribed textbooks, laboratory and examination fees, as the case may be, upon successful completion provided that such course is directly related to the employee's current job. Such approval will be at the Employer's discretion. The Employer agrees to provide the employee time off with pay to write the required examinations during their normal working hours.
- 32:03 Subject to operational requirements, an employee may be granted education leave, without pay, benefits and pension, for varying periods of up to one (1) year, which may be renewed by mutual agreement. The career development leave shall be for attendance at a recognized institution for studies in some field of education which, will enhance the employee's present role or provide a required service in the future to the operational requirements of the GTAA.
- 32:04 If the employee is directed by management to take a course outside of working hours which is not available during working hours which is mandatory/essential to the position, the course will be prepaid at one hundred (100%) percent prior to its commencement. This includes tuition fees, cost of prescribed textbooks as well as laboratory and examination fees, as the case may be.
- 32:05 If the employee initiates a request to take a course outside of working hours which has been approved by the employer in advance of commencement of the course, and which, in the opinion of the GTAA is not job related but will improve the employee's qualifications, reimbursement will be based on the grade level achieved by the employee as set out below. This includes tuition fees, cost of prescribed textbooks as well as laboratory and examination fees, as the case may be.

Grade Level A (100-75)	100% Reimbursement
Grade Level B (74-65)	75% Reimbursement
Grade Level C (64-60)	60% Reimbursement
Grade Level D (50-59)	50% Reimbursement
Grade Level F (49 or less)	0% Reimbursement

Where the educational institution's grade standards conflict with those set out above, the above numerical values shall govern.

32:06 **As** a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer;

- (a) for a period of not less than the period of the leave granted where the cost to the Employer is less than one thousand (\$1000.00) dollars; or
- (b) for a period of one (1) year where the cost to the Employer exceeds one thousand (\$1000.00).

If the employee (except with the permission of the Employer):

- (a) fails to complete the course;
- (b) does not resume employment with the Employer on completion of the course; or
- (c) ceases to be employed, except by reason of death or layoff, before termination of the period s/he has undertaken to serve after completion of the course, the employee shall repay the Employer all allowances and fees, or such lesser sum as shall be determined by the Employer, paid to, or on behalf of, him/her under this Article during the education leave.

32:07 **A** training program that is established for an employee in technical and professional classifications will be discussed with that employee prior to implementation.

Article 33 - Travelling Time

33:01 For the purposes of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.

33:02 When an employee is required to travel outside his or her home office area on Employer business, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with Clauses 33:03 and 33:04 and in accordance with the GTAA Travel Policy attached hereto and forming part of this collective agreement. Travelling time shall include time necessarily spent at each stop-over en route provided such stop-over is not longer than three (3) hours.

33:03 For the purposes of Clauses 33:02 and 33:04, the travelling time for which an employee shall be compensated is as follows:

- (a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure;
- (b) For travel by private means of transportation, the normal time to proceed from the employee's place of residence or work place, as the case may be, direct to the employee's destination and, upon the employee's return, directly back to the employee's residence or work place;
- (c) In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have otherwise been payable under (a) or (b) above.

33:04 If an employee is required to travel as set forth in Clauses 33:02 and 33:03:

- (a) on a normal working day on which the employee travels but is not required to perform work, the employee shall receive his or her regular pay for the day.
- (b) on a normal working day on which the employee travels, and is required by the Employer to perform work, the

employee shall be paid:

- (i) his or her regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours; and
 - (ii) at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel.
- (c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of eight (8) hours.

33:05 Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars, provided the employee travels during regular hours of work.

Article 34 - Pay Administration

34:01 For the purposes of this agreement;

- (1) a position is higher rated than another if it's maximum rate is higher, subject to the provisions of Clause 34:04(a);
- (2) and the position is rated the same as another if its maximum rate is the same, subject to the provisions of Clause 34:05(b);
- (3) and a position is rated lower if it's maximum rate is lower.

34:02 Employees shall be paid on a bi-weekly basis at the rate of pay specified for his or her position in Appendix "A" attached hereto and forming part of this agreement.

34:03 Upon initial appointment, an employee will be paid the hourly rate specified for his or her position, or in the case of a position having a range of incremental rates, the rate deemed appropriate by the Employer in consultation with the Union. In no case shall the employee be paid at less than the minimum rate.

- 34:04
- (a) An employee who is promoted to or is reclassified to a higher position shall be paid at a rate of pay in the new position that gives the employee an increase in pay at least equal to the lowest pay increment for the new position or 4 percent higher than his or her current rate of pay, whichever is the greater.
 - (b) An employee who is promoted to or is reclassified to a higher hourly paid position shall be paid the hourly rate prescribed for the position.
 - (c) The Employer may, in consultation with the Union, provide for a rate of pay higher than the rates prescribed for employees in this article but in no case shall the rate be higher than the negotiated maximum rate except with the union's consent.

- 34:05
- (a) An employee appointed to a position rated the same as his or her prior position shall be paid in the new position at the same rate of pay s/he received in the prior position and the employee shall maintain his/her same increment date.
 - (b) For the purpose of Clause 34:05(a), a "position rated the same" shall mean a position in which the maximum rate is plus or minus one percent (1%) of the maximum rate in the employee's prior position.

- 34:06
- (a) **An** employee whose position is reclassified downward shall continue to be paid in the same range of rates prescribed for his or her position prior to the reclassification. Subject to 34:06(b) an employee

shall continue to receive salary increments and negotiated salary increases on the same basis as if he or she had not been reclassified.

- (b) An employee identified in 34:06(a) who refuses assignment to an indeterminate position rated the same as or higher than his or her prior classification and for which the employee is qualified shall no longer be paid in accordance with 34:06(a). Instead, the employee shall be immediately paid at the rate of pay for the reclassified position.

34:07 **An** employee who is demoted for just cause to a lower rated position shall be paid at a rate of pay in the new position at a rate of pay which is nearest to but not less than the rate of pay they received in the prior position. If there is no such rate of pay in the new position, the employee will be paid at the maximum rate of pay in the new position.

34:08 Clause 34:06 does not apply to an employee who obtains a position through the posting procedure, which is rated lower than his or her current position. The employee shall be paid in accordance with the provisions of clause 34:05.

34:09 (a) **An** employee holding a position for which there is a minimum and maximum rate of pay shall be granted pay increments until he or she reaches the maximum rate for the position. The pay increment period is the period identified in Appendix "A" attached hereto.

A pay increment shall be the rate in the range applicable to the position that is next higher to the rate at which the employee is being paid.

(b) **An** employee who moves to or is reclassified to a position other than a higher rated position shall retain his or her increment date.

(c) Unless otherwise provided in this Agreement, an employee on a leave of absence without pay for a period of three (3) months or more will not be granted his or her increment until he or she completes a period of employment equal to the pay increment period for the position held. That date shall become the employee's new increment date.

34:10 Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first.

34:11 When an employee is required to perform the duties of a higher rated classification level (that would have been performed by the incumbent had they not been absent), in an acting capacity for at least two (2) consecutive days worked, the employee shall be paid acting pay calculated from the date on which s/he commenced to act in accordance with clause 34:04. **An** employee acting in a higher rated position shall continue to be entitled to his or her pay increment for the lower rated position based on the employee's increment date in the lower rated position. When an employee receives an increment in the lower rated position his or her acting rate of pay will be adjusted accordingly.

34:12 With the concurrence of the employee, the Employer may appoint an employee to a position outside the bargaining unit on an acting basis. During the acting period the employee may return to his or her former position at the rate of pay he or she would have otherwise been entitled within the bargaining unit. At the conclusion of the acting period the employee shall be returned by the Employer to his or her former position at the rate of pay to which she or he would otherwise have been entitled within the bargaining unit. In no case shall an employee act outside the bargaining unit for a period in excess of one year without the express consent of the Union.

34:13 (a) The rates of pay set forth in Appendices "A" of the Agreement shall become effective on the dates specified.

(b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of

the Agreement the following shall apply:

- (i) "retroactive period" for the purpose of clauses (ii) to (v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the Agreement is signed;
- (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees not terminated for disciplinary reason, or in the case of death, the estate(s) of former employees who were employed in the bargaining unit during the retroactive period, but shall not apply to employees terminated during the probationary period.
- (iii) rates of pay shall be paid in an amount equal to what would have been paid had the Agreement been signed on the effective date of the revision in rates of pay;
- (iv) subject to clause 34:13(b), in order for former employees or, in the case of death, for the former employees' representatives to receive payment as above, the Employer shall notify, by registered mail, such individuals at their last known address that they have 30 days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases;

34:14 Where, during the retroactive period, an employee was paid on initial appointment at a rate of pay above the minimum, or was promoted or transferred and paid at a rate of pay above the minimum rate or pay for promotion or transfer, he or she shall be paid in the new scale of rates at the rate of pay nearest to but not less than the rate of pay at which he was appointed, and at the discretion of the Employer, may be paid at any rate up to and including the rate shown immediately below the rate he was receiving.

34:15 Salary which has not been paid to a deceased employee as at the date of his or her death shall be paid to his or her estate.

Article 35 - Apprenticeship

35:01 An employee selected to participate in an apprenticeship program who is already employed by GTAA shall not have his or her pay reduced while in the program. The employee shall receive the greater of his or her current rate of pay or the appropriate equivalent percentage of the journey person's rate of pay as established by the Apprenticeship Act. The Employer will supplement any training allowance or EI benefits to ninety-five (95%) percent of the apprentice's base salary and will ensure no loss of benefits (including health and pension) while attending school.

35:02 If an employee fails to complete or pass the required components of the apprenticeship program within a reasonable period of time, or fails to perform satisfactorily on the job, s/he may be demoted or voluntarily agree to return to his or her former position, or an equivalent position, if available.

35:03 An employee enrolled in the apprenticeship program training school shall not be entitled to premium payments (including overtime, call-back, reporting pay, or shift premiums) or travel/meal allowance.

35:04 The apprenticeship program will be reviewed regularly by a joint Employer/Union skilled trades committee.

Article 36 - Snow Augmentation

36:01 To augment snow removal capability, the Employer may, in its absolute discretion, post Machine Driver Operator (MDO) training opportunities for interested employees, including former Machine Driver Operators. Such training will be limited to snow removal. A volunteer list shall be established and training and work assignments shall first be offered

to those applicants in the lowest classifications. Where practicable, the Employer may utilize such qualified employees during snow removal operations to supplement the regular Machine Driver Operator workforce. Such employees shall be paid the Machine Driver Operator rate or the rate of his or her current classification, whichever is greater, for all regular hours worked performing snow removal operations or when receiving training in such operations. In the event that such employees work overtime within the Machine Driver Operator classification, they shall be paid the applicable overtime rate of the Machine Driver Operator classification for such hours worked in accordance with Article 17. The Employer shall endeavour to allocate overtime opportunities on an equitable basis among qualified employees. **All** regularly classified Machine Driver Operator employees will, where practicable and immediately efficient to do so, be given first opportunity to perform the work. The intent of this Article 36 is not to deny any employee classified as a Machine Driver Operator in Airfield Facilities reasonable overtime opportunities.

Article 37 - Bilingual Position Allowance

37:01 The Employer will determine if a requirement for a bilingual position exists.

37:02 **An** employee who occupies a position in which the Employer requires the employee to be proficient in both official languages shall be paid an annual bilingual allowance of eight hundred (\$800.) dollars. The allowance shall be paid on a biweekly basis and considered as part of the employee's salary while in the position as long as the requirement exists.

Article 38 - Employee Performance Review and Employee Files

38:01 (a) When a formal assessment of an employee's performance is to be made, it will be made against a reasonable standard of performance with clearly defined objectives identified to the employee prior to the period of assessment. The Employer's representative(s) will provide the employee with periodic reviews during the assessment period to discuss an employee's strengths and areas of improvement if the objectives are not being met.

(b) The Employer's representative(s) who assesses an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.

38:02 (a) Prior to an employee performance review the employee shall be given:

- (i) the evaluation form which will be used for the review;
- (ii) any written document which provides instructions to the person conducting the review.

(b) If during the employee performance review, either the form or instructions are changed they shall be given to the employee.

(c) The employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. **A** copy of the assessment form will be provided to the employee at that time. **An** employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.

(d) **An** employee has the right to make written comments to be attached to the performance review form.

38:03 Upon written request of an employee, the personnel file of that employee shall be made available once per year for his or her examination in the presence of an authorized representative of the Employer.

- 38:04 The Employer shall maintain one (1) personnel file for each employee which will contain documents related to an employee's terms and conditions of employment and other information normally placed in such files. The parties to this agreement recognize that an individual's personnel file shall be stored and treated in a confidential manner. Only those with a legitimate need and right will be given access to personnel files by the Vice President, Human Resources or his or her authorized representative.
- 38:05 Upon written request, an employee shall be provided with a complete and current statement of duties and responsibilities of his or her position, including the classification level when a classification review of the employee's position has been done, the point rating allotted by factor to his or her position, and that part of the organization chart depicting the position's place in the organization.

Article 39 - Outside Employment

- 39:01 Unless otherwise specified by the Employer as being in an area that could represent a conflict of interest, employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Employer.

Article 40 - Membership Fees

- 40:01 The Employer shall reimburse an employee for the payment of membership or registration fees to an organization or governing body when such membership or registration is required by the Employer and/or is identified as a mandatory requirement in the job posting or a requirement by the organization or governing body for the performance of the duties of the employee's position.

Article 41 - DZ License

- 41:01 When the Employer requires an existing employee to obtain or maintain a DZ or higher license, it will pay the following costs associated with this requirement:
- (a) any initial medical costs;
 - (b) the initial cost of the license upgrade;
 - (c) the cost of writing the test to maintain the license (currently every five (5) years);
 - (d) any additional costs for obtaining the license above the G license level.

The Employer also agrees to provide the books and materials necessary to prepare for the test and to supply a vehicle to the employee taking the test.

Article 42 - Struck Work

- 42:01 **An** employee will not be requested or required to do work normally done by a tenant's employees who are on strike or locked out except in the case of emergency.
- 42:02 Where an employee expresses concern for his/her safety, the Employer will ensure safe access to work during picketing involving other employees/employers on GTAA premises.
- 42:03 If employees are prevented from performing their duties because of a strike or lock-out elsewhere than on the premises of the GTAA, the employees shall report the matter to the Employer, and the Employer will make reasonable efforts to

ensure that such employees are employed elsewhere, if possible, so that they may receive their regular pay and benefits to which they are entitled.

Article 43 - Bargaining Unit Work

- 43:01 The Employer agrees that managerial staff will not perform work normally done by the bargaining unit, except in cases of emergencies, training, instruction or inclement weather that threatens the operational requirements of the airport.
- 43:02 Unless otherwise agreed, the use of volunteers shall not be expanded beyond the type of roles for which volunteers were utilized prior to December 2, 1996 to include work which normally has been performed by bargaining unit personnel if the use of such volunteers would directly result in the layoff of bargaining unit employees.

Article 44 - Work Away

- 44:01 When an employee is required to perform work at other than his normal work place, and the employee's status is such that the employee is not entitled to claim expenses for lodging and meals, the Employer shall provide transportation, or mileage allowance in lieu, for travel between the employee's normal workplace and any other work place(s).

Article 45 - Contracting Out

- 45:01 The Employer shall be permitted to contract out bargaining unit work, provided it does not result in the layoff, or the reduction in regular (non-premium) hours, of the employees in the affected classification(s) who have traditionally performed the work being contracted out.

Article 46 - General Provisions

- 46:01 All past practices, directives, side agreements, memoranda of agreement(s) or understanding(s) (written or oral, express or implied) and benefits that may have been applicable prior to December 2, 1996 are deemed thereafter to be null and void unless otherwise specifically prescribed by the provisions of this collective agreement.
- 46:02 The Employer agrees to continue to provide parking at no cost to the employee during the life of this collective agreement at a location(s) designated by the Employer. The Employer shall endeavour to provide parking at the employee's work location.
- 46:03 The Employer will provide all tools and equipment required by the employee to carry out his duties, and shall replace tools broken through normal use, at no cost to the employee.

Article 47 - Agreement Re-Opener

- 47:01 This Agreement may be amended by mutual written consent.

Article 48 - Wages

- 48:01 Wages shall be paid in accordance with Appendix "A" attached hereto and forming part of this collective agreement.
- 48:02 The pay increase effective August 1, 2003 shall be calculated as follows:
- (a) Increase to all rates of pay by 1.0%.

- (b) Time periods for progression through the increments shall follow the dates specified in Appendix "A" attached hereto.
- (c) Current supervisory differential rates in the GL and GS groups shall apply during the term of the collective agreement.
- (d) Retroactivity shall apply to wages **only** to August 1, 2003 and shall be payable in accordance with Article 34 of the collective agreement and shall be based on all hours paid including overtime. Retroactivity shall not apply to any other monetary provision(s).

Article 49 - Duration

49:01 The term of the collective agreement shall be from August 1, 2003 to July 31, 2006.

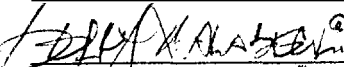
APPENDICES


- Appendix A - Wages
- Appendix B - Pay Equity
- Appendix C - Staffing/Job Posting
- Appendix D - Travel Policy
- Appendix E - Internal Harassment Redress Procedure
- Appendix F - Classification System
- Appendix G - Salary Protection
- Appendix H - Health Care Retired Employees
- Appendix I - Shift Scheduling Committee
- Appendix J - Vacation Leave Carry-Over

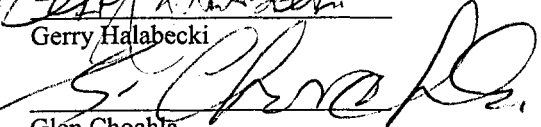
Dated at Toronto, Ontario this ___ Day of _____ 2004


Public Service Alliance of Canada

Greater Toronto Airports Authority



Gerry Halabecki

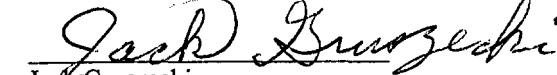

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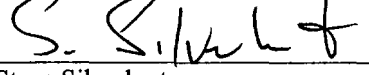

Glen Chochla


Gordon Grant

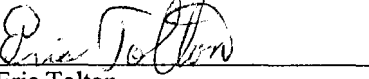
Christine Collins

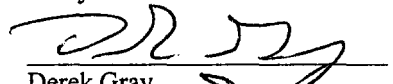

Maria Maack

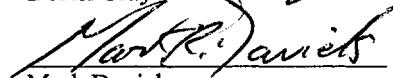

Jack Gruszecki


Steve Silverhart


Harry Keane


Eric Tolton


Derek Gray


Mark Daniels

Suzanne Newman

Wages

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Group	Level	Step						
AR	2	1	\$44,529	\$44,974	\$45,199	\$45,651	\$46,108	\$47,030
		2	\$46,670	\$47,137	\$47,372	\$47,846	\$48,325	\$49,291
		3	\$48,822	\$49,310	\$49,557	\$50,052	\$50,553	\$51,564
		4	\$50,969	\$51,479	\$51,736	\$52,253	\$52,776	\$53,831
		5	\$53,108	\$53,639	\$53,907	\$54,446	\$54,991	\$56,091
		6	\$55,257	\$55,810	\$56,089	\$56,650	\$57,216	\$58,360
	3	1	\$54,654	\$55,201	\$55,477	\$56,031	\$56,592	\$57,723
		2	\$57,063	\$57,634	\$57,922	\$58,501	\$59,086	\$60,268
		3	\$59,472	\$60,067	\$60,367	\$60,971	\$61,580	\$62,812
		4	\$61,875	\$62,494	\$62,806	\$63,434	\$64,069	\$65,350
		5	\$64,273	\$64,916	\$65,240	\$65,893	\$66,552	\$67,883
		6	\$66,200	\$66,862	\$67,196	\$67,868	\$68,547	\$69,918
	4	1	\$61,650	\$62,267	\$62,578	\$63,204	\$63,836	\$65,112
		2	\$64,310	\$64,953	\$65,278	\$65,931	\$66,590	\$67,922
		3	\$66,929	\$67,598	\$67,936	\$68,616	\$69,302	\$70,688
		4	\$69,547	\$70,242	\$70,594	\$71,300	\$72,013	\$73,453
		5	\$72,164	\$72,886	\$73,250	\$73,983	\$74,722	\$76,217
		6	\$74,329	\$75,072	\$75,448	\$76,202	\$76,964	\$78,503

Wages

Group	Level	Step						
AS	1	1	\$40,784	\$41,192	\$41,398	\$41,812	\$42,230	\$43,074
		2	\$42,398	\$42,822	\$43,036	\$43,466	\$43,901	\$44,779
		3	\$44,013	\$44,453	\$44,675	\$45,122	\$45,573	\$46,485
		4	\$45,620	\$46,076	\$46,307	\$46,770	\$47,237	\$48,182
		5	\$47,228	\$47,700	\$47,939	\$48,418	\$48,902	\$49,880
	2	1	\$45,383	\$45,837	\$46,066	\$46,527	\$46,992	\$47,932
		2	\$47,190	\$47,662	\$47,900	\$48,379	\$48,863	\$49,840
		3	\$48,995	\$49,485	\$49,732	\$50,230	\$50,732	\$51,747
		4	\$50,802	\$51,310	\$51,567	\$52,082	\$52,603	\$53,655
	3	1	\$48,370	\$48,854	\$49,098	\$49,589	\$50,085	\$51,087
		2	\$50,237	\$50,739	\$50,993	\$51,503	\$52,018	\$53,058
		3	\$52,106	\$52,627	\$52,890	\$53,419	\$53,953	\$55,032
		4	\$53,968	\$54,508	\$54,780	\$55,328	\$55,881	\$56,999
	4	1	\$52,244	\$52,766	\$53,030	\$53,561	\$54,096	\$55,178
		2	\$54,212	\$54,754	\$55,028	\$55,578	\$56,134	\$57,257
		3	\$56,169	\$56,731	\$57,014	\$57,584	\$58,160	\$59,324
		4	\$58,138	\$58,719	\$59,013	\$59,603	\$60,199	\$61,403
	5	1	\$60,927	\$61,536	\$61,844	\$62,462	\$63,087	\$64,349
		2	\$63,276	\$63,909	\$64,228	\$64,871	\$65,519	\$66,830
		3	\$65,606	\$66,262	\$66,593	\$67,259	\$67,932	\$69,291
		4	\$67,948	\$68,627	\$68,971	\$69,660	\$70,357	\$71,764
	6	1	\$70,851	\$71,560	\$71,917	\$72,636	\$73,363	\$74,830
		2	\$73,602	\$74,338	\$74,710	\$75,457	\$76,211	\$77,736
		3	\$76,353	\$77,117	\$77,502	\$78,277	\$79,060	\$80,641
4		\$79,100	\$79,891	\$80,290	\$81,093	\$81,904	\$83,542	

Wages

Group	Level	Step						
CR	2	1	\$26,828	\$27,096	\$27,232	\$27,504	\$27,779	\$28,335
		2	\$27,562	\$27,838	\$27,977	\$28,257	\$28,539	\$29,110
		3	\$28,283	\$28,566	\$28,709	\$28,996	\$29,286	\$29,871
		4	\$29,007	\$29,297	\$29,444	\$29,738	\$30,035	\$30,636
	3	1	\$31,768	\$32,086	\$32,246	\$32,569	\$32,894	\$33,552
		2	\$32,709	\$33,036	\$33,201	\$33,533	\$33,869	\$34,546
		3	\$33,654	\$33,991	\$34,160	\$34,502	\$34,847	\$35,544
		4	\$34,600	\$34,946	\$35,121	\$35,472	\$35,827	\$36,543
	4	1	\$35,124	\$35,475	\$35,653	\$36,009	\$36,369	\$37,097
		2	\$36,182	\$36,544	\$36,727	\$37,094	\$37,465	\$38,214
		3	\$37,240	\$37,612	\$37,800	\$38,178	\$38,560	\$39,331
		4	\$38,290	\$38,673	\$38,866	\$39,255	\$39,647	\$40,440
	5	1	\$39,695	\$40,092	\$40,292	\$40,695	\$41,102	\$41,924
		2	\$40,893	\$41,302	\$41,508	\$41,924	\$42,343	\$43,190
		3	\$42,102	\$42,523	\$42,736	\$43,163	\$43,595	\$44,467
		4	\$43,298	\$43,731	\$43,950	\$44,389	\$44,833	\$45,730
	6	1	\$42,645	\$43,071	\$43,287	\$43,720	\$44,157	\$45,040
		2	\$43,948	\$44,387	\$44,609	\$45,056	\$45,506	\$46,416
		3	\$45,244	\$45,696	\$45,925	\$46,384	\$46,848	\$47,785
		4	\$46,551	\$47,017	\$47,252	\$47,724	\$48,201	\$49,165

Wages

Group	Level	Step						
CS	1	1	\$35,498	\$35,853	\$36,032	\$36,393	\$36,756	\$37,492
		2	\$37,512	\$37,887	\$38,077	\$38,457	\$38,842	\$39,619
		3	\$39,535	\$39,930	\$40,130	\$40,531	\$40,937	\$41,755
		4	\$41,552	\$41,968	\$42,177	\$42,599	\$43,025	\$43,886
		5	\$43,573	\$44,009	\$44,229	\$44,671	\$45,118	\$46,020
		6	\$45,601	\$46,057	\$46,287	\$46,750	\$47,218	\$48,162
		7	\$47,617	\$48,093	\$48,334	\$48,817	\$49,305	\$50,291
		8	\$49,649	\$50,145	\$50,396	\$50,900	\$51,409	\$52,437
		9	\$51,678	\$52,195	\$52,456	\$52,980	\$53,510	\$54,580
		10	\$53,693	\$54,230	\$54,501	\$55,046	\$55,597	\$56,708
		11	\$55,717	\$56,274	\$56,556	\$57,121	\$57,692	\$58,846
		12	\$57,742	\$58,319	\$58,611	\$59,197	\$59,789	\$60,985
		13	\$59,750	\$60,348	\$60,649	\$61,256	\$61,868	\$63,106
2	1	1	\$60,220	\$60,822	\$61,126	\$61,738	\$62,355	\$63,602
		2	\$62,386	\$63,010	\$63,325	\$63,958	\$64,598	\$65,890
		3	\$64,543	\$65,188	\$65,514	\$66,170	\$66,831	\$68,168
		4	\$66,715	\$67,382	\$67,719	\$68,396	\$69,080	\$70,462
		5	\$68,883	\$69,572	\$69,920	\$70,619	\$71,325	\$72,752
		6	\$71,051	\$71,762	\$72,120	\$72,842	\$73,570	\$75,041
3	1	1	\$70,637	\$71,343	\$71,700	\$72,417	\$73,141	\$74,604
		2	\$73,399	\$74,133	\$74,504	\$75,249	\$76,001	\$77,521
		3	\$76,170	\$76,932	\$77,316	\$78,090	\$78,870	\$80,448
		4	\$78,940	\$79,729	\$80,128	\$80,929	\$81,739	\$83,373
		5	\$81,697	\$82,514	\$82,927	\$83,756	\$84,593	\$86,285
		6	\$84,451	\$85,296	\$85,722	\$86,579	\$87,445	\$89,194
4	1	1	\$81,037	\$81,847	\$82,257	\$83,079	\$83,910	\$85,588
		2	\$84,203	\$85,045	\$85,470	\$86,325	\$87,188	\$88,932
		3	\$87,381	\$88,255	\$88,696	\$89,583	\$90,479	\$92,288
		4	\$90,542	\$91,447	\$91,905	\$92,824	\$93,752	\$95,627
		5	\$93,700	\$94,637	\$95,110	\$96,061	\$97,022	\$98,962
		6	\$96,858	\$97,827	\$98,316	\$99,299	\$100,292	\$102,298
5	1	1	\$92,594	\$93,520	\$93,988	\$94,927	\$95,877	\$97,704
		2	\$96,530	\$97,495	\$97,983	\$98,963	\$99,952	\$101,951
		3	\$100,467	\$101,472	\$101,979	\$102,999	\$104,029	\$106,109
		4	\$104,405	\$105,449	\$105,976	\$107,036	\$108,106	\$110,269
		5	\$108,338	\$109,421	\$109,968	\$111,068	\$112,179	\$114,422
		6	\$112,269	\$113,392	\$113,959	\$115,098	\$116,249	\$118,574
		7	\$116,202	\$117,364	\$117,951	\$119,130	\$120,322	\$122,728

Wages

Group	Level	Step						
DD	3	1	\$39,384	\$39,778	\$39,977	\$40,376	\$40,780	\$41,596
		2	\$40,703	\$41,110	\$41,316	\$41,729	\$42,146	\$42,989
		3	\$42,033	\$42,453	\$42,666	\$43,092	\$43,523	\$44,394
		4	\$43,352	\$43,786	\$44,004	\$44,444	\$44,889	\$45,787
	4	1	\$40,569	\$40,975	\$41,180	\$41,591	\$42,007	\$42,847
		2	\$42,006	\$42,426	\$42,638	\$43,065	\$43,495	\$44,365
		3	\$43,437	\$43,871	\$44,091	\$44,532	\$44,977	\$45,876
		4	\$44,872	\$45,321	\$45,547	\$46,003	\$46,463	\$47,392
		5	\$46,295	\$46,758	\$46,992	\$47,462	\$47,936	\$48,895
		6	\$47,721	\$48,198	\$48,439	\$48,924	\$49,413	\$50,401
	5	1	\$47,468	\$47,943	\$48,182	\$48,664	\$49,151	\$50,134
		2	\$49,115	\$49,606	\$49,854	\$50,353	\$50,856	\$51,873
		3	\$50,760	\$51,268	\$51,524	\$52,039	\$52,560	\$53,611
		4	\$52,409	\$52,933	\$53,198	\$53,730	\$54,267	\$55,352

Wages

<u>Annual Wage Increase:</u>			<u>of Pay</u>	<u>1.0%</u>	<u>0.5%</u>	<u>1.0%</u>	<u>1.0%</u>	<u>2.0%</u>
<u>Group</u>	<u>Level</u>	<u>Step</u>						
EG	1	1	\$35,821	\$36,179	\$36,360	\$36,724	\$37,091	\$37,833
		2	\$37,254	\$37,627	\$37,815	\$38,193	\$38,575	\$39,346
		3	\$38,743	\$39,130	\$39,326	\$39,719	\$40,117	\$40,919
		4	\$40,294	\$40,697	\$40,900	\$41,309	\$41,723	\$42,557
		5	\$41,903	\$42,322	\$42,534	\$42,959	\$43,389	\$44,256
		6	\$43,581	\$44,017	\$44,237	\$44,679	\$45,126	\$46,029
	2	1	\$39,402	\$39,796	\$39,995	\$40,395	\$40,799	\$41,615
		2	\$40,981	\$41,391	\$41,598	\$42,014	\$42,434	\$43,283
		3	\$42,617	\$43,043	\$43,258	\$43,691	\$44,128	\$45,010
		4	\$44,323	\$44,766	\$44,990	\$45,440	\$45,894	\$46,812
		5	\$46,095	\$46,556	\$46,789	\$47,257	\$47,729	\$48,684
		6	\$47,938	\$48,417	\$48,659	\$49,146	\$49,638	\$50,630
	3	1	\$43,343	\$43,776	\$43,995	\$44,435	\$44,880	\$45,777
		2	\$45,077	\$45,528	\$45,755	\$46,213	\$46,675	\$47,609
		3	\$46,879	\$47,348	\$47,585	\$48,060	\$48,541	\$49,512
		4	\$48,755	\$49,243	\$49,489	\$49,984	\$50,483	\$51,493
		5	\$50,703	\$51,210	\$51,466	\$51,981	\$52,501	\$53,551
		6	\$52,732	\$53,259	\$53,526	\$54,061	\$54,601	\$55,694
	4	1	\$47,679	\$48,156	\$48,397	\$48,881	\$49,369	\$50,357
		2	\$49,584	\$50,080	\$50,330	\$50,834	\$51,342	\$52,369
		3	\$52,024	\$52,544	\$52,807	\$53,335	\$53,868	\$54,946
		4	\$53,632	\$54,168	\$54,439	\$54,984	\$55,533	\$56,644
		5	\$55,777	\$56,335	\$56,616	\$57,183	\$57,754	\$58,910
		6	\$58,006	\$58,586	\$58,879	\$59,468	\$60,062	\$61,264
5	1	\$52,442	\$52,966	\$53,231	\$53,764	\$54,301	\$55,387	
	2	\$54,541	\$55,086	\$55,362	\$55,915	\$56,475	\$57,604	
	3	\$56,723	\$57,290	\$57,577	\$58,152	\$58,734	\$59,909	
	4	\$58,993	\$59,583	\$59,881	\$60,480	\$61,084	\$62,306	
	5	\$61,352	\$61,966	\$62,275	\$62,898	\$63,527	\$64,798	
	6	\$63,807	\$64,445	\$64,767	\$65,415	\$66,069	\$67,391	
6	1	\$57,688	\$58,265	\$58,556	\$59,142	\$59,733	\$60,928	
	2	\$59,996	\$60,596	\$60,899	\$61,508	\$62,123	\$63,365	
	3	\$62,396	\$63,020	\$63,335	\$63,968	\$64,608	\$65,900	
	4	\$64,892	\$65,541	\$65,869	\$66,527	\$67,193	\$68,536	
	5	\$67,487	\$68,162	\$68,503	\$69,188	\$69,880	\$71,277	
	6	\$70,186	\$70,888	\$71,242	\$71,955	\$72,674	\$74,128	

EG	7	1	\$63,458	\$64,093	\$64,413	\$65,057	\$65,708	\$67,022
		2	\$65,996	\$66,656	\$66,989	\$67,659	\$68,336	\$69,702
		3	\$68,637	\$69,323	\$69,670	\$70,367	\$71,070	\$72,492
		4	\$71,382	\$72,096	\$72,456	\$73,181	\$73,913	\$75,391
		5	\$74,237	\$74,979	\$75,354	\$76,108	\$76,869	\$78,406
		6	\$77,206	\$77,978	\$78,368	\$79,152	\$79,943	\$81,542
	8	1	\$69,805	\$70,503	\$70,856	\$71,564	\$72,280	\$73,725
		2	\$72,597	\$73,323	\$73,690	\$74,426	\$75,171	\$76,674
		3	\$75,501	\$76,256	\$76,637	\$77,404	\$78,178	\$79,741
		4	\$78,519	\$79,304	\$79,701	\$80,498	\$81,303	\$82,929
		5	\$81,660	\$82,477	\$82,889	\$83,718	\$84,555	\$86,246
		6	\$84,928	\$85,777	\$86,206	\$87,068	\$87,939	\$89,698

Wages

Group	Level	Step						
EL	1	1	\$27,130	\$27,401	\$27,538	\$27,814	\$28,092	\$28,654
		2	\$28,522	\$28,807	\$28,951	\$29,241	\$29,533	\$30,124
		3	\$29,918	\$30,217	\$30,368	\$30,672	\$30,979	\$31,598
		4	\$31,313	\$31,626	\$31,784	\$32,102	\$32,423	\$33,072
		5	\$32,713	\$33,040	\$33,205	\$33,537	\$33,873	\$34,550
		6	\$34,115	\$34,456	\$34,628	\$34,975	\$35,324	\$36,031
		7	\$35,517	\$35,872	\$36,052	\$36,412	\$36,776	\$37,512
		8	\$36,913	\$37,282	\$37,469	\$37,843	\$38,222	\$38,986
		9	\$38,309	\$38,692	\$38,886	\$39,274	\$39,667	\$40,460
		10	\$39,704	\$40,101	\$40,302	\$40,705	\$41,112	\$41,934
		11	\$41,099	\$41,510	\$41,718	\$42,135	\$42,556	\$43,407
2	2	1	\$36,441	\$36,805	\$36,989	\$37,359	\$37,733	\$38,488
		2	\$38,003	\$38,383	\$38,575	\$38,961	\$39,350	\$40,137
		3	\$39,572	\$39,968	\$40,168	\$40,569	\$40,975	\$41,794
		4	\$41,151	\$41,563	\$41,770	\$42,188	\$42,610	\$43,462
		5	\$42,727	\$43,154	\$43,370	\$43,804	\$44,242	\$45,127
		6	\$46,137	\$46,598	\$46,831	\$47,300	\$47,773	\$48,728
		7	\$49,546	\$50,041	\$50,292	\$50,795	\$51,303	\$52,329
3	3	1	\$40,468	\$40,873	\$41,077	\$41,488	\$41,903	\$42,741
		2	\$42,207	\$42,629	\$42,842	\$43,271	\$43,703	\$44,577
		3	\$43,961	\$44,401	\$44,623	\$45,069	\$45,520	\$46,430
		4	\$45,709	\$46,166	\$46,397	\$46,861	\$47,329	\$48,276
		5	\$47,455	\$47,930	\$48,169	\$48,651	\$49,137	\$50,120
		6	\$51,261	\$51,774	\$52,032	\$52,553	\$53,078	\$54,140
		7	\$55,017	\$55,567	\$55,845	\$56,403	\$56,967	\$58,107
4	4	1	\$45,085	\$45,536	\$45,764	\$46,221	\$46,683	\$47,617
		2	\$47,032	\$47,502	\$47,740	\$48,217	\$48,699	\$49,673
		3	\$48,995	\$49,485	\$49,732	\$50,230	\$50,732	\$51,747
		4	\$50,953	\$51,463	\$51,720	\$52,237	\$52,759	\$53,815
		5	\$52,907	\$53,436	\$53,703	\$54,240	\$54,783	\$55,878
		6	\$54,868	\$55,417	\$55,694	\$56,251	\$56,813	\$57,949
		7	\$56,831	\$57,399	\$57,686	\$58,263	\$58,846	\$60,023
5	5	1	\$49,950	\$50,450	\$50,702	\$51,209	\$51,721	\$52,755
		2	\$52,126	\$52,647	\$52,910	\$53,440	\$53,974	\$55,053
		3	\$54,321	\$54,864	\$55,139	\$55,690	\$56,247	\$57,372
		4	\$56,496	\$57,061	\$57,346	\$57,920	\$58,499	\$59,669
		5	\$58,675	\$59,262	\$59,558	\$60,154	\$60,755	\$61,970
		6	\$60,853	\$61,462	\$61,769	\$62,387	\$63,010	\$64,271
		7	\$63,030	\$63,660	\$63,979	\$64,618	\$65,265	\$66,570

EL	6	1	\$55,101	\$55,652	\$55,930	\$56,490	\$57,054	\$58,196
		2	\$57,517	\$58,092	\$58,383	\$58,966	\$59,556	\$60,747
		3	\$59,932	\$60,531	\$60,834	\$61,442	\$62,057	\$63,298
		4	\$62,353	\$62,977	\$63,291	\$63,924	\$64,564	\$65,855
		5	\$64,766	\$65,414	\$65,741	\$66,398	\$67,062	\$68,403
		6	\$67,187	\$67,859	\$68,198	\$68,880	\$69,569	\$70,960
		7	\$69,607	\$70,303	\$70,655	\$71,361	\$72,075	\$73,516
	7	1	\$60,459	\$61,064	\$61,369	\$61,983	\$62,602	\$63,854
		2	\$63,119	\$63,750	\$64,069	\$64,710	\$65,357	\$66,664
		3	\$65,779	\$66,437	\$66,769	\$67,437	\$68,111	\$69,473
		4	\$68,308	\$68,991	\$69,336	\$70,029	\$70,730	\$72,144
		5	\$70,835	\$71,543	\$71,901	\$72,620	\$73,346	\$74,813
		6	\$73,364	\$74,098	\$74,468	\$75,213	\$75,965	\$77,484
		7	\$75,895	\$76,654	\$77,037	\$77,808	\$78,586	\$80,157

Wages

Group	Level	Step						
EN-ENG	1	1	\$37,754	\$38,132	\$38,322	\$38,705	\$39,092	\$39,874
		2	\$45,289	\$45,742	\$45,971	\$46,430	\$46,895	\$47,833
	2	1	\$47,051	\$47,522	\$47,759	\$48,237	\$48,719	\$49,693
		2	\$49,018	\$49,508	\$49,756	\$50,253	\$50,756	\$51,771
		3	\$51,129	\$51,640	\$51,898	\$52,417	\$52,942	\$54,000
		4	\$53,094	\$53,625	\$53,893	\$54,432	\$54,976	\$56,076
		5	\$55,058	\$55,609	\$55,887	\$56,445	\$57,010	\$58,150
	3	1	\$56,840	\$57,408	\$57,695	\$58,272	\$58,855	\$60,032
		2	\$59,234	\$59,826	\$60,125	\$60,727	\$61,334	\$62,561
		3	\$61,697	\$62,314	\$62,626	\$63,252	\$63,884	\$65,162
		4	\$64,155	\$64,797	\$65,121	\$65,772	\$66,429	\$67,758
		5	\$66,608	\$67,274	\$67,610	\$68,287	\$68,969	\$70,349
		6	\$69,067	\$69,758	\$70,106	\$70,808	\$71,516	\$72,946
		7	\$71,525	\$72,240	\$72,601	\$73,327	\$74,061	\$75,542
	4	1	\$66,778	\$67,446	\$67,783	\$68,461	\$69,145	\$70,528
		2	\$69,446	\$70,140	\$70,491	\$71,196	\$71,908	\$73,346
		3	\$72,111	\$72,832	\$73,196	\$73,928	\$74,668	\$76,161
		4	\$74,781	\$75,529	\$75,906	\$76,666	\$77,432	\$78,981
		5	\$77,451	\$78,226	\$78,617	\$79,403	\$80,197	\$81,801
		6	\$80,120	\$80,921	\$81,326	\$82,139	\$82,960	\$84,620
	5	1	\$76,577	\$77,343	\$77,729	\$78,507	\$79,292	\$80,878
		2	\$79,694	\$80,491	\$80,893	\$81,702	\$82,519	\$84,170
		3	\$82,794	\$83,622	\$84,040	\$84,880	\$85,729	\$87,444
		4	\$85,909	\$86,768	\$87,202	\$88,074	\$88,955	\$90,734
5		\$89,025	\$89,915	\$90,365	\$91,268	\$92,181	\$94,025	
6		\$92,143	\$93,064	\$93,530	\$94,465	\$95,410	\$97,318	

Wages

Group	Level	Step						
ES	2	1	\$46,209	\$46,671	\$46,904	\$47,373	\$47,847	\$48,804
		2	\$47,760	\$48,238	\$48,479	\$48,964	\$49,453	\$50,442
		3	\$49,312	\$49,805	\$50,054	\$50,555	\$51,060	\$52,081
		4	\$50,642	\$51,148	\$51,404	\$51,918	\$52,437	\$53,486
		5	\$52,412	\$52,936	\$53,201	\$53,733	\$54,270	\$55,356
	3	1	\$52,442	\$52,966	\$53,231	\$53,764	\$54,301	\$55,387
		2	\$54,558	\$55,104	\$55,379	\$55,933	\$56,492	\$57,622
		3	\$56,681	\$57,248	\$57,534	\$58,109	\$58,690	\$59,864
		4	\$58,799	\$59,387	\$59,684	\$60,281	\$60,884	\$62,101
		5	\$60,936	\$61,545	\$61,853	\$62,472	\$63,096	\$64,358
		6	\$63,075	\$63,706	\$64,024	\$64,665	\$65,311	\$66,617
	4	1	\$65,702	\$66,359	\$66,691	\$67,358	\$68,031	\$69,392
		2	\$67,864	\$68,543	\$68,885	\$69,574	\$70,270	\$71,675
		3	\$70,246	\$70,948	\$71,303	\$72,016	\$72,736	\$74,191
		4	\$72,633	\$73,359	\$73,726	\$74,463	\$75,208	\$76,712
		5	\$75,007	\$75,757	\$76,136	\$76,897	\$77,666	\$79,220
	5	1	\$74,628	\$75,374	\$75,751	\$76,509	\$77,274	\$78,819
		2	\$77,022	\$77,792	\$78,181	\$78,963	\$79,753	\$81,348
		3	\$79,416	\$80,210	\$80,611	\$81,417	\$82,231	\$83,876
		4	\$82,420	\$83,244	\$83,660	\$84,497	\$85,342	\$87,049
5		\$85,385	\$86,239	\$86,670	\$87,537	\$88,412	\$90,180	

Wages

FI	1	1	\$45,065	\$45,516	\$45,743	\$46,201	\$46,663	\$47,596
		2	\$47,149	\$47,620	\$47,859	\$48,337	\$48,821	\$49,797
		3	\$49,233	\$49,725	\$49,974	\$50,474	\$50,978	\$51,998
		4	\$51,317	\$51,830	\$52,089	\$52,610	\$53,136	\$54,199
		5	\$53,400	\$53,934	\$54,204	\$54,746	\$55,293	\$56,399
		6	\$55,485	\$56,040	\$56,320	\$56,883	\$57,452	\$58,601
		7	\$57,570	\$58,146	\$58,436	\$59,021	\$59,611	\$60,803
		8	\$59,653	\$60,250	\$60,551	\$61,156	\$61,768	\$63,003
		9	\$61,976	\$62,596	\$62,909	\$63,538	\$64,173	\$65,457
	2	1	\$54,855	\$55,404	\$55,681	\$56,237	\$56,800	\$57,936
		2	\$57,400	\$57,974	\$58,264	\$58,847	\$59,435	\$60,624
		3	\$59,945	\$60,544	\$60,847	\$61,456	\$62,070	\$63,312
		4	\$62,491	\$63,116	\$63,431	\$64,066	\$64,706	\$66,001
		5	\$65,037	\$65,687	\$66,016	\$66,676	\$67,343	\$68,690
		6	\$67,583	\$68,259	\$68,600	\$69,286	\$69,979	\$71,379
		7	\$70,126	\$70,827	\$71,181	\$71,893	\$72,612	\$74,064
		8	\$72,956	\$73,686	\$74,054	\$74,795	\$75,542	\$77,053

Wages

Group	Level						
GL-COI	11	\$28.37	\$28.65	\$28.80	\$29.08	\$29.38	\$29.96
GL-EIM	10	\$27.20	\$27.47	\$27.61	\$27.89	\$28.16	\$28.73
	11	\$28.17	\$28.45	\$28.59	\$28.88	\$29.17	\$29.75
	12	\$29.18	\$29.47	\$29.62	\$29.92	\$30.21	\$30.82
GL-ELE	3	\$18.38	\$18.56	\$18.66	\$18.84	\$19.03	\$19.41
	4	\$18.98	\$19.17	\$19.27	\$19.46	\$19.65	\$20.05
GL-MAM	7	\$21.89	\$22.11	\$22.22	\$22.44	\$22.67	\$23.12
	9	\$23.68	\$23.92	\$24.04	\$24.28	\$24.52	\$25.01
	10	\$24.55	\$24.80	\$24.92	\$25.17	\$25.42	\$25.93
	11	\$25.43	\$25.68	\$25.81	\$26.07	\$26.33	\$26.86
	12	\$26.33	\$26.59	\$26.73	\$26.99	\$27.26	\$27.81
GL-MAN	6	\$20.89	\$21.10	\$21.20	\$21.42	\$21.63	\$22.06
	7	\$21.58	\$21.80	\$21.90	\$22.12	\$22.35	\$22.79
	8	\$22.42	\$22.64	\$22.76	\$22.98	\$23.21	\$23.68
GL-MDO	6	\$20.38	\$20.58	\$20.69	\$20.89	\$21.10	\$21.52
	8	\$21.86	\$22.08	\$22.19	\$22.41	\$22.63	\$23.09
	9	\$22.70	\$22.93	\$23.04	\$23.27	\$23.50	\$23.97
GL-PCF	6	\$22.67	\$22.90	\$23.01	\$23.24	\$23.47	\$23.94
	7	\$23.41	\$23.64	\$23.76	\$24.00	\$24.24	\$24.72
	8	\$24.36	\$24.60	\$24.73	\$24.97	\$25.22	\$25.73
	9	\$25.36	\$25.61	\$25.74	\$26.00	\$26.26	\$26.78
	10	\$26.30	\$26.56	\$26.70	\$26.96	\$27.23	\$27.78
GL-PIP	9	\$27.18	\$27.45	\$27.59	\$27.86	\$28.14	\$28.71
	11	\$29.28	\$29.57	\$29.72	\$30.02	\$30.32	\$30.92
GL-VHE	9	\$23.42	\$23.65	\$23.77	\$24.01	\$24.25	\$24.74
	10	\$24.33	\$24.57	\$24.70	\$24.94	\$25.19	\$25.70
	11	\$25.19	\$25.44	\$25.57	\$25.82	\$26.08	\$26.60
GL-WOW	9	\$24.66	\$24.91	\$25.03	\$25.28	\$25.53	\$26.04
	11	\$26.55	\$26.82	\$26.95	\$27.22	\$27.49	\$28.04

Wages

Group	Level	Step						
HP	4	1	\$48,182	\$48,664	\$48,907	\$49,396	\$49,890	\$50,888
		2	\$49,452	\$49,947	\$50,196	\$50,698	\$51,205	\$52,229
		3	\$50,691	\$51,198	\$51,454	\$51,968	\$52,488	\$53,538
	5	1	\$51,928	\$52,447	\$52,710	\$53,237	\$53,769	\$54,844
		2	\$53,228	\$53,760	\$54,029	\$54,569	\$55,115	\$56,217
		3	\$54,557	\$55,103	\$55,378	\$55,932	\$56,491	\$57,621
	8	1	\$60,749	\$61,356	\$61,663	\$62,280	\$62,903	\$64,161
		2	\$62,411	\$63,035	\$63,350	\$63,984	\$64,624	\$65,916
		3	\$64,133	\$64,774	\$65,098	\$65,749	\$66,407	\$67,735
		4	\$65,825	\$66,483	\$66,816	\$67,484	\$68,159	\$69,522
		5	\$67,546	\$68,221	\$68,563	\$69,248	\$69,941	\$71,339
	GS	2	\$13.88	\$14.02	\$14.09	\$14.23	\$14.37	\$14.66
		3	\$16.26	\$16.42	\$16.50	\$16.67	\$16.84	\$17.17
		4	\$17.05	\$17.22	\$17.31	\$17.48	\$17.65	\$18.01
		5	\$20.36	\$20.56	\$20.67	\$20.87	\$21.08	\$21.50

Wages

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Group	Level	Step						
GT	1	1	\$39,991	\$40,391	\$40,593	\$40,999	\$41,409	\$42,237
		2	\$41,090	\$41,501	\$41,708	\$42,125	\$42,547	\$43,398
		3	\$42,192	\$42,614	\$42,827	\$43,255	\$43,688	\$44,562
		4	\$43,289	\$43,722	\$43,940	\$44,380	\$44,824	\$45,720
	2	1	\$45,862	\$46,321	\$46,552	\$47,018	\$47,488	\$48,438
		2	\$47,191	\$47,663	\$47,901	\$48,380	\$48,864	\$49,841
		3	\$48,521	\$49,006	\$49,251	\$49,744	\$50,241	\$51,246
		4	\$49,849	\$50,347	\$50,599	\$51,105	\$51,616	\$52,649
	3	1	\$51,288	\$51,801	\$52,060	\$52,580	\$53,106	\$54,168
		2	\$52,827	\$53,355	\$53,622	\$54,158	\$54,700	\$55,794
		3	\$54,376	\$54,920	\$55,194	\$55,746	\$56,304	\$57,430
		4	\$55,919	\$56,478	\$56,761	\$57,328	\$57,901	\$59,059
	4	1	\$57,786	\$58,364	\$58,656	\$59,242	\$59,835	\$61,031
		2	\$59,578	\$60,174	\$60,475	\$61,079	\$61,690	\$62,924
		3	\$61,377	\$61,991	\$62,301	\$62,924	\$63,553	\$64,824
		4	\$63,175	\$63,807	\$64,126	\$64,767	\$65,415	\$66,723
	5	1	\$64,863	\$65,512	\$65,839	\$66,498	\$67,163	\$68,506
		2	\$66,849	\$67,517	\$67,855	\$68,534	\$69,219	\$70,603
		3	\$68,846	\$69,534	\$69,882	\$70,581	\$71,287	\$72,712
		4	\$70,913	\$71,622	\$71,980	\$72,700	\$73,427	\$74,896
	6	1	\$71,778	\$72,496	\$72,858	\$73,587	\$74,323	\$75,809
		2	\$74,122	\$74,863	\$75,238	\$75,990	\$76,750	\$78,285
		3	\$76,479	\$77,244	\$77,630	\$78,406	\$79,190	\$80,774
		4	\$78,833	\$79,621	\$80,019	\$80,820	\$81,628	\$83,260
	7	1	\$82,258	\$83,081	\$83,496	\$84,331	\$85,174	\$86,878
		2	\$85,024	\$85,874	\$86,304	\$87,167	\$88,038	\$89,799
		3	\$87,792	\$88,670	\$89,113	\$90,004	\$90,904	\$92,723
		4	\$90,420	\$91,324	\$91,781	\$92,699	\$93,626	\$95,498

Wages

Group	Level	Step							
LS	1	1	\$40,201	\$40,603	\$40,806	\$41,214	\$41,626	\$42,459	
		2	\$41,737	\$42,154	\$42,365	\$42,789	\$43,217	\$44,081	
		3	\$43,271	\$43,704	\$43,922	\$44,361	\$44,805	\$45,701	
		4	\$44,807	\$45,255	\$45,481	\$45,936	\$46,396	\$47,323	
		5	\$46,339	\$46,802	\$47,036	\$47,507	\$47,982	\$48,941	
		6	\$47,873	\$48,352	\$48,593	\$49,079	\$49,570	\$50,562	
		7	\$49,408	\$49,902	\$50,152	\$50,653	\$51,160	\$52,183	
		8	\$50,941	\$51,450	\$51,708	\$52,225	\$52,747	\$53,802	
	2	1	\$49,526	\$50,021	\$50,271	\$50,774	\$51,282	\$52,307	
		2	\$51,331	\$51,844	\$52,104	\$52,625	\$53,151	\$54,214	
		3	\$53,137	\$53,668	\$53,937	\$54,476	\$55,021	\$56,121	
		4	\$54,941	\$55,490	\$55,768	\$56,326	\$56,889	\$58,027	
		5	\$56,750	\$57,318	\$57,604	\$58,180	\$58,762	\$59,937	
	PC	1	1	\$48,620	\$49,106	\$49,352	\$49,845	\$50,344	\$51,351
			2	\$49,408	\$49,902	\$50,152	\$50,653	\$51,160	\$52,183
3			\$52,772	\$53,300	\$53,566	\$54,102	\$54,643	\$55,736	
4			\$54,866	\$55,415	\$55,692	\$56,249	\$56,811	\$57,947	
5			\$56,959	\$57,529	\$57,816	\$58,394	\$58,978	\$60,158	
2		1	\$55,578	\$56,134	\$56,414	\$56,979	\$57,548	\$58,699	
		2	\$57,865	\$58,444	\$58,736	\$59,323	\$59,916	\$61,115	
		3	\$60,162	\$60,764	\$61,067	\$61,678	\$62,295	\$63,541	
		4	\$62,447	\$63,071	\$63,387	\$64,021	\$64,661	\$65,954	
		5	\$64,739	\$65,386	\$65,713	\$66,370	\$67,034	\$68,375	
		6	\$67,030	\$67,700	\$68,039	\$68,719	\$69,406	\$70,795	
3		1	\$67,079	\$67,750	\$68,089	\$68,769	\$69,457	\$70,846	
		2	\$69,723	\$70,420	\$70,772	\$71,480	\$72,195	\$73,639	
		3	\$72,370	\$73,094	\$73,459	\$74,194	\$74,936	\$76,434	
		4	\$75,030	\$75,780	\$76,159	\$76,921	\$77,690	\$79,244	
		5	\$77,674	\$78,451	\$78,843	\$79,631	\$80,428	\$82,036	
		6	\$80,323	\$81,126	\$81,532	\$82,347	\$83,171	\$84,834	

Wages

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Group	Level	Step						
PG	1	1	\$27,648	\$27,924	\$28,064	\$28,345	\$28,628	\$29,201
		2	\$29,429	\$29,723	\$29,872	\$30,171	\$30,472	\$31,082
		3	\$31,219	\$31,531	\$31,689	\$32,006	\$32,326	\$32,972
		4	\$33,000	\$33,330	\$33,497	\$33,832	\$34,170	\$34,853
		5	\$34,783	\$35,131	\$35,306	\$35,660	\$36,016	\$36,736
		6	\$36,555	\$36,921	\$37,105	\$37,476	\$37,851	\$38,608
	2	1	\$45,690	\$46,147	\$46,378	\$46,841	\$47,310	\$48,256
		2	\$47,716	\$48,193	\$48,434	\$48,918	\$49,408	\$50,396
		3	\$49,751	\$50,249	\$50,500	\$51,005	\$51,515	\$52,545
		4	\$51,778	\$52,296	\$52,557	\$53,083	\$53,614	\$54,686
	3	1	\$50,846	\$51,354	\$51,611	\$52,127	\$52,649	\$53,702
		2	\$53,123	\$53,654	\$53,923	\$54,462	\$55,006	\$56,106
		3	\$55,390	\$55,944	\$56,224	\$56,786	\$57,354	\$58,501
		4	\$57,652	\$58,229	\$58,520	\$59,105	\$59,696	\$60,890
	4	1	\$60,328	\$60,931	\$61,236	\$61,848	\$62,467	\$63,716
		2	\$63,020	\$63,650	\$63,968	\$64,608	\$65,254	\$66,559
		3	\$65,719	\$66,376	\$66,708	\$67,375	\$68,049	\$69,410
		4	\$68,422	\$69,106	\$69,452	\$70,146	\$70,848	\$72,265

Wages

<u>Effective:</u>		<u>Current</u>	<u>01-Aug-</u>	<u>01-Feb-</u>	<u>01-Aug-</u>	<u>01-Feb-</u>	<u>01-Aug-</u>	
<u>Annual Wage Increase:</u>		<u>of Pay</u>	<u>1.0%</u>	<u>0.5%</u>	<u>1.0%</u>	<u>1.0%</u>	<u>2.0%</u>	
<u>Group</u>	<u>Level</u>	<u>Step</u>						
PM	1	1	\$37,551	\$37,927	\$38,116	\$38,497	\$38,882	\$39,660
		2	\$39,237	\$39,629	\$39,828	\$40,226	\$40,628	\$41,441
		3	\$40,926	\$41,335	\$41,542	\$41,957	\$42,377	\$43,224
		4	\$42,613	\$43,039	\$43,254	\$43,687	\$44,124	\$45,006
		5	\$44,300	\$44,743	\$44,967	\$45,416	\$45,871	\$46,788
		6	\$45,984	\$46,444	\$46,676	\$47,143	\$47,614	\$48,567
	2	1	\$45,241	\$45,693	\$45,922	\$46,381	\$46,845	\$47,782
		2	\$47,152	\$47,624	\$47,862	\$48,340	\$48,824	\$49,800
		3	\$49,061	\$49,552	\$49,799	\$50,297	\$50,800	\$51,816
		4	\$50,966	\$51,476	\$51,733	\$52,250	\$52,773	\$53,828
	3	1	\$49,086	\$49,577	\$49,825	\$50,323	\$50,826	\$51,843
		2	\$51,067	\$51,578	\$51,836	\$52,354	\$52,877	\$53,935
		3	\$53,038	\$53,568	\$53,836	\$54,375	\$54,918	\$56,017
		4	\$55,018	\$55,568	\$55,846	\$56,404	\$56,969	\$58,108
	4	1	\$53,556	\$54,092	\$54,362	\$54,906	\$55,455	\$56,564
		2	\$55,822	\$56,380	\$56,662	\$57,229	\$57,801	\$58,957
		3	\$58,087	\$58,668	\$58,961	\$59,551	\$60,146	\$61,349
		4	\$60,355	\$60,959	\$61,263	\$61,876	\$62,495	\$63,745
	5	1	\$64,005	\$64,645	\$64,968	\$65,618	\$66,274	\$67,600
		2	\$66,729	\$67,396	\$67,733	\$68,411	\$69,095	\$70,477
3		\$69,450	\$70,145	\$70,495	\$71,200	\$71,912	\$73,350	
4		\$72,177	\$72,899	\$73,263	\$73,996	\$74,736	\$76,231	

Wages

<u>Annual Wage Increase:</u>			<u>of Pay</u>					
			<u>1.0%</u>	<u>0.5%</u>	<u>1.0%</u>	<u>1.0%</u>	<u>2.0%</u>	
<u>Group</u>	<u>Level</u>	<u>Step</u>						
SI	2	1	\$47,305	\$47,778	\$48,017	\$48,497	\$48,982	\$49,962
		2	\$48,733	\$49,220	\$49,466	\$49,961	\$50,461	\$51,470
		3	\$50,168	\$50,670	\$50,923	\$51,432	\$51,947	\$52,986
		4	\$51,596	\$52,112	\$52,373	\$52,896	\$53,425	\$54,494
	3	1	\$51,642	\$52,158	\$52,419	\$52,943	\$53,473	\$54,542
		2	\$53,180	\$53,712	\$53,980	\$54,520	\$55,065	\$56,167
		3	\$54,715	\$55,262	\$55,538	\$56,094	\$56,655	\$57,788
		4	\$56,245	\$56,807	\$57,091	\$57,662	\$58,239	\$59,404
ST-SCY	2	1	\$33,178	\$33,510	\$33,677	\$34,014	\$34,354	\$35,041
		2	\$34,163	\$34,505	\$34,677	\$35,024	\$35,374	\$36,082
		3	\$35,145	\$35,496	\$35,674	\$36,031	\$36,391	\$37,119
		4	\$36,125	\$36,486	\$36,669	\$37,035	\$37,406	\$38,154
	3	1	\$37,588	\$37,964	\$38,154	\$38,535	\$38,921	\$39,699
		2	\$38,710	\$39,097	\$39,293	\$39,686	\$40,082	\$40,884
		3	\$40,241	\$40,643	\$40,847	\$41,255	\$41,668	\$42,501
		4	\$40,962	\$41,372	\$41,578	\$41,994	\$42,414	\$43,262

MEMORANDUM OF UNDERSTANDING**BETWEEN:****THE GREATER TORONTO AIRPORTS AUTHORITY
(Hereinafter referred to as the "Employer")****And****PUBLIC SERVICE ALLIANCE OF CANADA
(Hereinafter referred to as the "Union")**

The parties hereto agree that in order to address the potential Pay Equity issue raised through the collective bargaining process, this Memorandum of Understanding details how the Employer will address the outcome of potential Pay Equity impact if agreed to (or legislated) between Treasury Board and the Union.

Should there be a Pay Equity adjustment for CR, SCY and/or LS classifications, the Employer will recognize, by way of a one time lump sum payment, the impact of adjustments made to these classifications subsequent to December 2, 1996 less the total annual costs for each respective year associated with collective agreement increases that have taken place for each of these years and salary range adjustments.

Adjustments will be made to any permanent incumbent Clerical (CR) or Secretarial (SCY) or Library Science (LS) classification who is employed with the Employer upon the effective date of the Treasury Board decision. Further, this will apply to any employee who formerly, during this period, occupied a permanent position of a CR, SCY or LS classification.

It is agreed that the Manager - Human Resources and a representative of the Union will meet to identify and determine the periods of service associated with these potential payments.

MEMORANDUM OF AGREEMENT

BETWEEN:

THE GREATER TORONTO AIRPORTS AUTHORITY
(Hereinafter referred to as the "Employer")

-and-

PUBLIC SERVICE ALLIANCE OF CANADA
(Hereinafter referred to as the "Union")

WHEREAS the parties have agreed to Staffing/Job Posting language comprising Article 31 of the collective agreement;

NOW THEREFORE, in the application and interpretation of Article 31 of the collective agreement, it is agreed and understood that the Employer reserves the right to establish the threshold qualifications respecting job postings identified in clause 31:03 provided that such qualifications are reasonable and relevant to the position being posted. It is understood that such qualifications may be amended from time to time but, in every case, the threshold qualifications shall be set out on the posting(s).

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE GREATER TORONTO AIRPORTS AUTHORITY
("Employer")**

- and -

**THE PUBLIC SERVICE ALLIANCE OF CANADA
("Union")**

The amounts are reviewable on January 1st annually by the parties to reflect the C.P.I. adjustments of the previous year. Effective February 1st, we apply the effective rates.

**GREATER TORONTO AIRPORTS AUTHORITY
TRAVEL POLICY (PER 33:02)
MAXIMUM ALLOWANCES FOR TRAVEL, ACCOMMODATION,
MEALS AND INCIDENTAL EXPENSES IN CANADA AND USA**

- (1) The following prescribes the maximum amounts payable for expenses incurred while on travel status for authorized transportation, accommodation, meals and incidental expenses in Canada and the USA.
- (2) The amounts listed in Section 6.1 and Section 7 are inclusive of GST.
- (3) The GST is not applicable to the per diem rates for travel in the USA.
- (4) The employee shall be reimbursed their actual and reasonable costs upon evidence of payment as described hereunder:
- (5) **Definitions**
 "Reasonable" costs for travel and accommodation shall be interpreted as meaning:

Travel:	Standard commercial transportation at economy class unless otherwise approved by a manager.
Accommodation:	Standard commercial accommodation. (Additional costs incurred for luxury accommodation will not be reimbursed.)
- (6) **Mileage (Kilometre) Rates**
 The rates payable in cents per kilometre for pre-authorized use of private cars:

6.1	0.425	- employer requested
	\$0.095	- employee requested

 Mileage rates will be paid from home or the office; whichever is closest to the destination.

(7) **Meals and Allowances**

7.1	<u>In Canada</u>	<u>Can\$</u>
	Composite meal and incidental allowances (daily rate)	
	~ commercial	50.15
	~ private/government/institutional	50.00
	Meal Allowances	
	~ breakfast	10.95
	~ lunch	10.85
	~ dinner	30.45
	Incidental Expense Allowances	
	~ All types of accommodation	12.00

7.2	<u>USA Travel</u>	<u>US\$</u>
	~ same as above but in U.S. funds	

7.3 The following expenses shall be supported by legible vouchers, receipts or other appropriate documents:

- (i) commercial transportation costs;
- (ii) overnight accommodation in excess of \$13.50; of the transportation cost.
- (iii) excess luggage charges;
- (iv) taxis, where the charge exceeds \$5.00;
- (v) parking charges;
- (vi) long distance telephone, telegraph, telex, cable, express charges;
- (vii) long distance personal telephone calls for a three (3) day trip will be limited to a maximum of fifteen (15) minutes, and a five (5) day trip will be limited to a maximum of twenty-five (25) minutes;
- (viii) currency exchange charges;
- (ix) car rental (standard mid-size);
- (x) use of a private car should be authorized by Risk Management.

Note: Frequent flyer points can be kept by employee.

All employees are required to make their own travel arrangements- no central agency bookings.

7.4 For each day or part day in travel status where overnight accommodation is authorized, a traveller shall be paid a meal allowance for each breakfast, lunch and dinner when applicable, if the meal was not provided free of cost to the traveller. When this allowance is paid, no additional amount may be claimed for meals, or for gratuities associated with meals. The employee will receive the meal allowances notwithstanding that s/he may receive meals or snacks on aircraft or bus.

7.5 For travel status of less than one day, i.e., when a round-trip journey generally takes place on the same calendar day, the appropriate meal expense will be paid. The employee shall submit receipts to support meal claims when so requested by the employer. Reimbursement shall be based on actual costs incurred and shall not exceed the appropriate meal allowances.

7.6 Meal expenses incurred within the GTAA area shall not be reimbursed except as otherwise approved by the employer.

7.7 GTAA area means an area surrounding the workplace having a radius of 16 kilometres, centred on the workplace.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GREATER TORONTO AIRPORTS AUTHORITY
("Employer")

- and -

THE PUBLIC SERVICE ALLIANCE OF CANADA
("Union")

WHEREAS the parties hereto have agreed to adopt the following redress procedure for all complaints and allegations relating to harassment in the workplace for employees in the bargaining unit, other than sexual harassment, and it is agreed that the following procedure shall exist outside of the collective agreement between the parties:

Internal Harassment Redress Procedure

Introduction

In cases where an issue, complaint or problem arises that deals with Harassment, which is not covered by a collective agreement, the employee will have the right to this redress procedure.

It should be noted that complaints relating to discrimination and sexual harassment are covered by a collective agreement; therefore, the employee is entitled to grieve instead of availing himself/herself of this redress procedure. However, the employee may avail himself/herself of this redress procedure prior to filing a grievance.

Definition

Harassment means any improper behaviour by a person employed by the Greater Toronto Airports Authority (GTAA) that is directed at and offensive to any staff member of the GTAA, and which a person knew or ought reasonably to have known would be unwelcome. It comprises of objectionable conduct, comment or display made on either a one-time or continuous basis that demean, belittle, cause personal humiliation or embarrassment to a staff member.

Harassment is also within the meaning of the Canadian Human Rights, i.e. on the basis of any prohibited grounds, including: race, national or ethnic origin, colour, religion, age, sex, marital status, family status, disability, or conviction for an offence for which a pardon has been granted.

Policy Statement

The Greater Toronto Airports Authority decrees that it is a corporate policy to provide a work environment that supports productivity and the personal goals, dignity and self-esteem of every employee; and that every employee must be treated fairly in the work place in a environment free of harassment.

Procedure

(1) Informal Stage

An Employee should discuss harassment complaints with the respondents, with the aim of finding mutually agreeable solutions. If not successful with discussions, the Employee shall discuss the complaint with an appropriate

management representative.

(2) Formal Stage

In cases where discussions are unsuccessful, the Employee may submit a formal complaint to the Vice President, Human Resources and Administration, in the form of a memo, stating the following:

- nature of the complaint;
- name of the respondent;
- attempt(s) made to discuss the matter with the respondent;
- indication that Informal Stage has taken place; and
- corrective action(s) being sought.

Once a complaint has been formalized, the Union representative will be informed.

The Vice President, Human Resources and Administration will meet with the complainant, and if requested by the complainant, his/her Union Representative, to ensure that the complaint/problem is well understood and formulated properly.

The Vice President, Human Resources and Administration, will also meet with the respondent, and his/her representative if requested by the respondent, to ensure that the respondent is advised of the complaint made against him/her and of his/her continued right to be represented at any meeting called to discuss the complaint. At this time, the respondent will be provided with a statement of allegations, and will be given sufficient time to reply.

Following this, the Vice President, Human Resources and Administration will appoint an Investigator to conduct an in-depth investigation of the matter as long as:

- the complaint is based on acts or omissions, the last of which occurred no more than three (3) months previously, or for a longer period of time that the Vice President, Human Resources and Administration considers appropriate in the circumstances, before it received the complaint; and
- the complaint is not considered to be trivial, frivolous or made in bad faith.

If the Vice President, Human Resources and Administration, in consultation with appropriate managers, and the Union where applicable, deems it to be in the best interest of all parties when a complainant and a respondent have a subordinate and supervisor relationship, both should be physically and hierarchically removed from each other during an investigation. The Vice President shall take the appropriate action.

The Investigator, at the conclusion of the investigation, will submit a report of his/her findings to the Vice President, Human Resources and Administration. The Vice President, Human Resources and Administration, will review the report, and, prior to rendering a decision, may interview whomever he/she sees fit to interview, and request for clarification of certain issues.

The Vice President, Human Resources and Administration, will then render a decision, with reasons on the legitimacy of the allegations, and the necessary remedial and/or disciplinary actions/measures to be taken.

Both the complainant and the respondent will be advised personally by the Vice President, Human Resources and Administration, of the decision, and will be provided with a copy of the decision and a summary of the investigation report.

Rights and Responsibilities

(1) Complainant

The Complainant has the right:

- to file a complaint and to obtain an investigation of the complaint without fear of reprisals or embarrassment;
- to be accompanied by a Union Representative if requested by the complainant;
- to ensure that his/her written complaint or related documents is not placed on his/her HR file;
- to be provided with a copy of the decision; and
- to be informed of the action taken as a result of the complaint.

He/she has the following responsibilities:

- to make his/her disapproval or unease about a person's actions known within a reasonable time to the alleged offender;
- to seek immediate assistance from a supervisor, Human Resources Manager and Union Representative, at the employee's request, to obtain advice on an appropriate course of action; and
- to cooperate with those responsible for investigating the complaint.

(2) Respondent

The Respondent has the right:

- to be informed that a complaint has been filed against him/her;
- to be provided with a copy of the complainant's written Complaint, and be given the opportunity to respond to the complaint at every stage of the process;
- to be accompanied by a representative during interviews related to the complaint; and
- to be provided with a copy of the summary investigation report.

He/she also has the following responsibilities:

- to cooperate with the person or persons responsible for investigating the complaint; and
- to seek assistance from a Supervisor, Human Resource Manager or representative to obtain advice on an appropriate course of action.

(3) Managers

The Manager has the responsibility:

- to examine all situations within his/her area of responsibility, where there are reasonable grounds to suspect that harassment has taken place and take appropriate action, whether or not a complaint has been lodged.

(4) Investigator

The Investigator has the responsibility:

- to become familiar with the issue(s) being investigated;
- to carry out the investigation as promptly and confidently as possible;
- to conduct a fair, impartial, confidential and unbiased investigation;
- to provide a report to the Vice President, Human Resources and Administration, and;
- to interview all necessary witnesses.

(5) Vice President, Human Resources and Administration

The Vice President, Human Resources and Administration, Human Resources, has the responsibility:

- to ensure that all GTAA staff are aware that they may make an informal approach to management in an attempt to obtain redress, before filing a complaint;
- to receive complaints and select a qualified, credible and impartial investigator;
- to inform the complainant and the respondent of the name and mandate of the investigator;
- to review all facts relating to the investigation;
- to render a decision; and
- to provide advice to the appropriate Manager at all stages of the process.

Time Frames

As indicated above, the complaint of harassment must be based on acts or omissions, the most recent of which have occurred no more than three (3) months previously, with the exception of circumstances where it is deemed appropriate to consider acts or omissions that occurred for an earlier period.

The GTAA is committed to responding to harassment complaints in a timely manner. Whenever possible, the whole process should be concluded in no longer than 60 days (excluding Saturdays, Sundays, and Statutory Holidays).

Mediation

At any time following the completion of the informal process described above, the complainant(s) and the respondent(s) may request that the matter be referred to mediation. A mediator shall be appointed. Where there is not a unanimous agreement between the complainant(s), the respondent(s) and the Employer respecting the selection of a mediator, a majority agreement shall prevail and the selection shall be made from the list below.

The mediator selected shall meet with the parties as soon as possible following the appointment and shall seek and record written instructions from the parties respecting his or her mandate. The mediator shall provide the parties with a copy of the acknowledgement of instructions and mandate by way of a written report.

The report shall include a statement of desire from the parties indicating whether the formal procedure described above should or should not be suspended pending the mediation process. Where the complainant(s) and respondent(s) fail to agree, the formal process shall continue during mediation.

Where, with the assistance of the mediator, the complainant(s) and the respondent(s) are able to resolve their differences to the satisfaction of each other and the employer, the terms of the agreement shall be reduced to writing in the form of a Memorandum of Agreement which shall be executed by the parties and shall be endorsed in writing by the mediator. A Memorandum of Agreement executed by the parties shall be binding on the parties in accordance with its terms.

Where the complainant(s) or the respondent(s) is a member of the bargaining unit, the Union shall be a party to the Memorandum of Agreement.

The parties agree that this Memorandum of Understanding may be amended at any time by mutual written consent.

List of Mediators

Mary Ellen Cummings
Jane Devlin
Elaine Kwart

Pamela Picher
Allan Hinnegan

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GREATER TORONTO AIRPORTS AUTHORITY
("Employer")

-and-

THE PUBLIC SERVICE ALLIANCE OF CANADA
("Union")

Within ninety (90) days following ratification of the new Collective Agreement or unless otherwise agreed, the Parties hereto agree to meet to recommence a process for the development of a classification system applicable to all positions within the bargaining unit. The effective date of the new system shall be August 1, 2003. Should the Parties be unable to complete this process ninety (90) days prior to the expiration of this new Collective Agreement, this memorandum shall be re-negotiated.

Unless otherwise agreed by the Parties, the following process will apply:

1. A Joint Classification Committee (the "Committee") shall be formed comprised of five (5) members and one (1) alternate member being appointed by each party. Members will have equal status.
2. Employees who participate as committee members shall do so without loss of regular non-overtime wages, including preparation and attendance at meetings. A shift worker who participates as a committee member shall be transferred to the day shift for those days on which the committee meets.
3. A job evaluation plan consisting of evaluation factors, factor weightings and total point assignment, plus job descriptions, ratings and rationales for Benchmark positions shall be determined by the Committee.
4. The job evaluation plan will be gender neutral and shall comply with section 11 of the *Canadian Human Rights Act* (the "Act").
5. The currently designated consulting firm Deloitte & Touche shall continue to work under the direction of the committee in providing advice and other services.
6. The Committee shall be mandated:
 - i. to develop a communication plan;
 - ii. to select the evaluation factors, define the factors, and to develop and define the degree definitions;
 - iii. to determine the weights of each factor and point distribution within the factors;
 - iv. to identify the format of job descriptions required to support the evaluation of benchmarks and the remaining jobs;
 - v. to identify and evaluate benchmark positions to be used to test the draft plan and serve as a guide to subsequent evaluations;
 - vi. to identify the rationale to be used to support the rating of the benchmark positions;
 - vii. to develop an appropriate classification level structure and point boundaries for each level;
 - viii. to obtain all the organizational information including organizational charts necessary to complete the evaluation of benchmarks;
 - ix. to submit the evaluation plan design, benchmark evaluations and supporting job descriptions and rationales to the Parties for approval;
 - x. to hear and resolve appeals at the first level.

If the Committee fails to agree on issues relating to its mandate set out in paragraph 6, the issue(s) will be directed to a third party acceptable to both Parties. Where the issues are related to plan design, the third party will have appropriate expertise in the design of point factor job evaluation systems or access to individuals with this expertise.

7. Evaluations beyond the benchmark level will be conducted by the Employer. Once all positions have been evaluated and results issued upon conversion to the new plan, employees who disagree with the results of their evaluations may file classification appeals within twenty-five (25) working days, outlining in writing, the reason(s) for the appeal. Appeals will be directed to the Committee for review. The Committee shall consider and decide the matter within forty (40) working days following receipt of the appeal. The committee shall have the authority to call witnesses and to consider all relevant documentation in rendering its decision. The Committee will provide written reasons for its decision. All pay adjustments for the position under appeal will be put on hold pending the appeal decision.

Committee members will not participate in the review of an appeal of their own position classification. If this occurs, an Employer Committee member will also be removed to maintain equal representation.

If the appeal is not resolved, then the appeal will be directed to a third party acceptable to the Parties. The third party will have the authority to review and issue a decision in accordance with the arbitration provisions of the Collective Agreement. The Parties shall share the costs of the third party equally.

Employees may file job content grievances in accordance with the provisions of the collective agreement should they disagree with the job data conveyed in their job description submitted for evaluation either as Benchmarks or to implement the new plan.

8. Management will determine the point cut-offs for levels and numbers of levels of the plan. The new salary and hourly rates will be subject to negotiation between the Parties. If there is no agreement, the issue(s) will be directed to a third party acceptable to both parties. The third party will have appropriate expertise in the field of job classification system design.
9. No employee shall have their current rate of pay reduced as a result of the new job classification system.
10. Cost of Implementation

The parties agree that the effective date of this new job classification system shall be August 1, 2003. For the purpose of adjusting the wage of those employees, who are eligible for a wage adjustment, as provided by the new classification system, the GTAA will allocate the following amounts:

<u>Year</u>	<u>Maximum Total Adjustment per Year</u>
August 1, 2003 to July 31, 2004	\$100,000
August 1, 2004 to July 31, 2005	\$125,000
August 1, 2005 to July 31, 2006	\$150,000

The formula for calculating adjustments will be as follows:

- where the positions are found to be overvalued as a result of the new wage classification system, the incumbent of those positions will not receive any further wage increases until such time they reach their equivalent wage on the newly assigned wages and salary rates.
- a salaried employee whose new classification carries a maximum rate of pay which is higher than his or her previous maximum shall have his or her salary adjusted upward to the increment which is nearest to but not less than his or her current rate of pay;
- an hourly employee who is reclassified to a higher hourly paid position shall be paid the hourly rate prescribed for the position.

The distribution of the above maximum total annual adjustments will be allocated on a pro-rata basis in relation to the job rate gap.

The third party's jurisdiction shall be restricted to this Memorandum of Understanding.

All time limits referred to herein may be adjusted by mutual agreement.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GREATER TORONTO AIRPORTS AUTHORITY
("Employer")

-and-

THE PUBLIC SERVICE ALLIANCE OF CANADA
("Union")

The GTAA commits to maintaining the current salary of employees who were previously provided for under article 34:06(c) of the previous collective agreement.

MEMORANDUM OF UNDERSTANDING**BETWEEN****THE GREATER TORONTO AIRPORTS AUTHORITY
("Employer")****-and-****THE PUBLIC SERVICE ALLIANCE OF CANADA
("Union")**

The Employer agrees to investigate the establishment of an optional extended health care plan, similar to that contained in the collective agreement, for retired employees, with the full premium paid by the retired employees. The employer will report the results of investigation to the Union within 90 days of the ratification of the collective agreement,

MEMORANDUM OF UNDERSTANDING**BETWEEN****THE GREATER TORONTO AIRPORTS AUTHORITY
("Employer")****- and -****THE PUBLIC SERVICE ALLIANCE OF CANADA
("Union")**Shift Scheduling Committee

The parties agree to form a joint Management and Union committee to discuss matters associated with shifts and shift schedules and the committee will meet in a timely manner:

1. The Joint Management/Union committee shall be comprised of four (4) employees plus one (1) employee alternate, being appointed by each side. Members will have equal status.
2. The committee shall discuss matters related to shifts and shift schedules and shall provide management with constructive recommendations and timely advice on such matters.
3. Employees who participate as committee members shall do so without loss of regular non-overtime wages, including reasonable preparation and attendance at meetings. A shift worker who participates as a committee member shall be transferred to the day shift for those days on which the committee meets.
4. The committee shall meet within 60 days of the signing of the collective agreement and shall meet thereafter as determined by the committee.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GREATER TORONTO AIRPORTS AUTHORITY
(Hereinafter referred to as the "Employer")

- and -

THE PUBLIC SERVICE ALLIANCE OF CANADA
(Hereinafter referred to as the "Union")

VACATION LEAVE CARRY-OVER

The parties agree that there will be no limit on the amount of vacation leave carry-over into calendar year 2004. However, it is understood and agreed between the parties that upon the completion of calendar year 2004, the terms of the collective agreement will apply with respect to any unused accrued vacation leave at that time.

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