

# COLLECTIVE AGREEMENT

BETWEEN GTAA AND UNIFOR LOCAL 2002



EFFECTIVE AUGUST 2019 – JULY 2023



11857-07

**COLLECTIVE AGREEMENT  
BETWEEN GREATER TORONTO  
AIRPORTS AUTHORITY (GTAA)  
AND UNIFOR LOCAL 2002**

# TABLE OF CONTENTS

<b>ARTICLES</b>	<b>5</b>
Article 1 – Purpose	6
Article 2 – Interpretations and Definitions	6
Article 3 – Union Recognition	8
Article 4 – Management Rights	8
Article 5 – Union Security AND Check-off	9
Article 6 – Union Access	11
Article 7 – Employee Representatives	11
Article 8 – No Strikes or Lock-outs	12
Article 9 – Information	12
Article 10 – No Discrimination, Harassment, Bullying or Retaliation	13
Article 11 – Accommodation and Employment Equity	19
Article 12 – Management/Union Consultation Committee	19
Article 13 – Grievance and Arbitration Procedure	20
Article 14 – Employee Status	22
Article 15 – Seniority	29
Article 16 – Hours of Work	31
Article 17 – Overtime	39
Article 18 – Designated Paid Holidays	43
Article 19 – Discipline	45
Article 20 – Call Back	46
Article 21 – Standby	47
Article 22 – Shift Premium	48
Article 23 – Vacation Leave	48
Article 24 – Other Leave With or Without Pay	52

Article 25 – Technological Change	63
Article 26 – Layoff/Recall	65
Article 27 – Severance Pay	70
Article 28 – Group Insurance Plan(s)/Pension Plan(s)	70
Article 29 – Clothing	74
Article 30 – Health and Safety	76
Article 31 – Staffing/Job Posting	78
Article 32 – Education Leave	82
Article 33 – Traveling Time	84
Article 34 – Pay Administration	85
Article 35 – Apprenticeship	88
Article 36 – Snow Augmentation	90
Article 37 – Bilingual Position Allowance	91
Article 38 – Employee Performance Review and Employee Files	91
Article 39 – Outside Employment	93
Article 40 – Membership Fees	93
Article 41 – DZ License	93
Article 42 – Struck Work	93
Article 43 – Bargaining Unit Work	94
Article 44 – Work Away	94
Article 45 – Contracting Out	94
Article 46 – General Provisions	95
Article 47 – Agreement Re-Opener	95
Article 48 – Wages	96
Article 49 – Duration	96
Article 50 – Skilled Trades	96

Article 51 – Apprenticeship Committee 100

Article 52 – Social Justice Fund (SJF) and Paid Education Leave Fund (PEL) 103

**APPENDICES 105**

Appendix A – Wage Rates 107

Appendix B – Pay Equity 109

Appendix C – Travel Policy 110

Appendix D – Shift Scheduling Committee 113

Appendix E – Central Deicing Facility Seasonal Model 115

Appendix F – Classification System 118

Appendix F1 – Job Evaluation Plan 122

Appendix F2 – JEC Memorandum of Settlement 124

Appendix G – Job Evaluation 130

Appendix I – Expedited Arbitration Process 132

Appendix J – Group Health Benefits Review 135

Appendix K – CAAT – DB Plus Pension Plan 138



## ARTICLES

## 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 – INTERPRETATIONS AND DEFINITIONS

### 2:01

For the purpose of this Agreement:

- (a) “ad-hoc leave” means an authorized leave from duty outside of the vacation bidding process, utilizing earned leave credits (vacation, compensatory, lieu);
- (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 Union Recognition Article;
- (e) “bid-leave” means authorized vacation leave established and approved during the vacation bidding process;
- (f) “business day” – means Monday to Friday, excluding holidays as defined under Article 18.
- (g) “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;
- (h) “daily rate of pay” means an employee’s hourly rate of pay times his normal number of hours of work per day;
- (i) “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;



- (j) "double time" means two (2) times the employee's hourly rate of pay;
- (k) "employee" means a person who is a member of the bargaining unit;
- (l) "Employer" means the Greater Toronto Airports Authority;
- (m) "family" means the employee's spouse or common-law partner; the employee's father and mother and the spouse or common-law partner of the father or mother; the employee's foster father and foster mother; the employee's children and the children, grandchildren, brothers and sisters of the employee's spouse or common-law partner; the spouse of common law partner of the employee's children; a child to whom the employee or the employee's spouse or common-law spouse acted as foster parents, under the laws in force in each province; the employee's grandchildren; the employee's brothers and sisters and spouse or common-law partner of the employee's brothers and sisters; the employee's nieces and nephews and the spouse or common-law partner of the employee's nieces and nephews; the employee's aunts and uncles and the spouse or common-law partner of the employee's aunts and uncles; the grandfather and grandmother of the employee; the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother; and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides. In addition, a person under the guardianship or care of the employee or the employee's spouse or common-law partner; a person who is entirely or substantially dependent on the employee or the employee's spouse or common-law partner for ongoing care and attention.
- (n) "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:
    - (1) on the day it commenced where half (1/2) or more of the hours worked fall on that day,
    - (2) on the day it terminates where more than half (1/2) of the hours worked fall on that day;
- (o) "hourly rate of pay" means the basic rate of pay as specified in Appendix "A";
- (p) "leave" means authorized absence from duty by an employee during his or her regular or normal hours of work;

(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) "spouse" includes "common-law spouse" and "same sex spouse".

(s) 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;

(t) "straight-time rate" means the employee's hourly rate of pay;

(u) "time and one-half" means one and one-half (1 1/2) times the employee's hourly rate of pay;

(v) "Union" means UNIFOR, Local 2002;

(w) "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 UNIFOR as the exclusive bargaining agent for "all employees of the Greater Toronto Airports Authority working at Toronto Pearson International Airport at Mississauga, Ontario excluding Senior Project Managers, Assistant Manager, persons above the rank of Assistant Manager, persons employed in the Governance (Legal) Department (except Corporate Safety and Security), the Human Resources Department (except Corporate Services) and persons employed in the Fire Services Department (except the Administrative Assistant Emergency Services, Office Administrator and Registration Officer, Fire and Emergency Services Training Institute).

## 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, (amongst other things), 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 not exercise its rights arbitrarily or in bad faith, and subject to and consistent with the provisions of the Collective Agreement.

## **ARTICLE 5 – UNION SECURITY AND 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. All new employees hired as of the date of signing of this Agreement shall, as a condition of employment, become Union members from the first date of hire and shall, as a condition of employment, remain Union members in good standing.

#### **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. If there is a change to the method of calculating Union dues, the Local Union will give the Employer at least 60 days written notice.

#### **5:04**

The amount(s) deducted in accordance with Clause 5:02 shall be remitted to the Financial Secretary of the Local 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.

#### **5:05**

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.

#### **5:06**

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.

#### **5:07**

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.

#### **5:08**

There shall be no discrimination, interference, coercion or intimidation in employment by reason of union membership or participation in the lawful activities of the Union. An allegation of such discrimination is subject to the Grievance Procedure.

#### **5:09**

The amount of the union dues shall be governed by the Constitution of the National Union and a ten (10) dollar initiation fee for new employees as per the UNIFOR Local 2002 Bylaw. Initiation fees are subject to change according to the Union Local 2002 by-laws.

#### **5:10**

The Employer agrees to include on the employee's T4 slips, for income tax purposes, the total union dues paid for the year.

#### **5:11**

The Company agrees to deduct the Unifor Skilled Trades Council dues as may be adopted by the Unifor National Skilled Trades Council, ½ hour per year from those employees who are deemed by the Employer as a skilled tradesperson, as recognized in Article 50. The first

such deduction will be made from the employee's first pay following completion of their probationary period. Thereafter, deductions will be made in the third week of January of each succeeding calendar year. These deductions, along with the names of the employees, shall be remitted to the Financial Secretary of the Local Union, who will forward the dues to the Toronto Area Skilled Trades Council.

## **ARTICLE 6 – UNION ACCESS**

### **6:01**

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.

### **6:02**

The Employer shall provide the Union Local with two (2) office spaces, one in T1 and one in T3, and equipment it currently provides with 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 acts reasonably and 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.

### **6:03**

Upon request of the Union, the Employer will post notices and other materials on the Employer's intranet. Such a request will not be unreasonably withheld by the Employer. The Union will continue to post notices and other materials on the Union bulletin boards.

## **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. At least two (2) representatives shall have jurisdiction to attend or investigate any incident at any time. No more than one representative will be released from duty to attend any incident if a paid union representative is available and on site.

### **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) calendar days of the Union being notified by the Employer of the commencement of employment or within fifteen (15) calendar days of the date of commencement of employment, whichever is later. The Employer will provide the Union copies of all signed letters of offer for new hires within three business days. The Employer will also include the Union in all new hire orientations.

## **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, status (i.e Full time, term, seasonal), classifications, email address, phone numbers, and hire dates for all employees in the bargaining unit. The Employer shall subsequently provide the Union with an updated list and an organizational chart, including band levels and vacancies 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 monthly.

## 9:02

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, HARASSMENT, BULLYING OR RETALIATION

### 10:01

The Employer and the Union agree that no discrimination, harassment, bullying or sexual harassment in employment shall be practiced by either party or their representatives and that no employee shall be subject to retaliation as a result of making a complaint of discrimination, harassment or sexual harassment. The prohibited grounds of discrimination are race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability conviction for which a pardon has been granted, gender identity, gender expression and genetic characteristics, as set out in the Canadian Human Rights Act (CHRA). The provisions of this Agreement shall be interpreted and applied in a manner consistent with the CHRA and its regulations, as amended.

### 10:02

"Bullying and Harassment" means a course of vexatious comments or conduct that is known or ought to be known to be unwelcome that denies an employee dignity and respect on one or more of the grounds set out in the Canadian Human Rights Act and that results in a hostile work environment, impairs the employee's work performance and/or adversely affects the employee's relations in the workplace. Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. Workplace harassment includes, but is not limited to the following examples:

- (a) Unwelcome remarks, jokes, innuendos, gestures, or taunting about a person's body, disability, gender, racial or ethnic background, colour, place of birth, sexual orientation, citizenship or ancestry;
- (b) Objectionable conduct, comment or display made on either a one-time or continuous basis that is intended to bully, demean, belittle, or cause humiliation or embarrassment;
- (c) Posting or circulation of visuals of a sexual, racial or otherwise offensive nature such as pornographic pictures, cartoons or graffiti;
- (d) Refusal to work, converse or share facilities with another employee based on prohibited grounds (CHRA);

- (e) Unwanted sexual solicitation or advances and physical conduct such as touching, patting, or pinching;
- (f) Backlash or retaliation for the lodging of a complaint or participation in an investigation.
- (g) Sexual harassment means any conduct, comment, gesture or contact of a sexual nature that might reasonably be expected to cause offense or humiliation; or that might reasonably be perceived as placing a condition of a sexual nature on employment or on an opportunity for training or promotion.

### **10:03**

Properly discharged management responsibilities, such as the assignment of work tasks, employee coaching, the imposition of discipline or any conduct that does not undermine the dignity of the individual is not harassment.

### **10:04**

The Employer and the Union agree that discrimination, harassment and sexual harassment are serious misconduct that, if proven, may result in disciplinary action. In addition, the pursuit of frivolous allegations through this procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and may result in disciplinary action by the Company.

## **Informal Conflict Resolution**

An employee who believes they are the victim of harassment should make their objection known to the alleged harasser, directly or through a third party, and is encouraged to resolve the matter wherever possible on an informal basis. The employee may choose to ask for help from their local manager and/or union representative to facilitate a resolve. The union representative and local manager will meet the complainant together to review the employee's concerns and subsequently meet the respondent to present those concerns. The company and union will undertake to meet in order to resolve the matter quickly and appropriately in the spirit of establishing a better working relationship/ environment. Where it is not possible for the local manager and union representative to resolve the matter jointly, the person attempting to resolve the matter should inform their counterpart of the complaint and the resolve.

At any point the complainant, Management or the Union may decide to discontinue the informal process and proceed with a formal harassment complaint.

The informal conflict resolution process should be completed within thirty (30) days from the date of the initial complaint.



## Formal Complaint

### 10:05

If the matter remains unresolved or the Union or Company has opted to file the matter as a formal harassment complaint, the complainant should document the incident, complete with times, dates, location, witnesses and details of the incident and submit it to the Employer and the Unifor Human Rights Coordinator or designate.

## Investigation

### 10:06

All complaints will be investigated promptly. If the complaint is not resolved at the Informal Conflict Resolution Stage or is a serious matter of personal harassment, the Company and Union will each select a competent individual who will act as an investigator and will communicate the names of their designate to each other. The Union and Company designates will then contact each other and arrange to conduct a joint investigation. At the beginning of the investigation the complainant's identity and the general nature of the complaint will be communicated to the alleged harasser (respondent). The respondent will be given an appropriate amount of information regarding the complaint in order to make a detailed response.

In the event the complainant, respondent or any relevant witness are non-unionized staff, they will have the ability to bring one support person of their choice to the interview, providing that person will not be called for any reason to an interview involving the investigation. When both the complainant and respondent are members of different Bargaining Units, the Senior Executive of the respondent's Bargaining Unit will be informed by the Company Investigator. The respondent's Bargaining Unit will have the right to appoint an investigator to hear all evidence in the formal investigation. Should a Union member be the respondent in a complaint lodged under a Collective Agreement administered by another Bargaining Agent, the Union will appoint an investigator to hear all evidence in the investigatory hearing.

Whenever possible, the investigation will be completed within fifteen (15) business days from the date the complaint was presented to the Employer.

### 10:07

The Employer may implement interim measures during the investigation the Employer considers necessary and appropriate to enable the employee who has made the complaint to continue to perform his or her duties without discrimination or harassment.

### 10:08

At the completion of the investigation, a joint report will be prepared by the Human Rights Coordinator or Designate and the Company investigator. Where the preparation of

a joint report is not possible, the Human Rights Coordinator or Designate and Company investigators may submit separate reports in which each will receive a copy of the other's report. The report(s) will include the facts of the alleged harassment and will provide findings of the harassment complaint. Recommendations to resolve the complaint will be made by the Company investigator. The Union's Human Rights Coordinator or designate investigator may choose whether or not to submit recommendations, although these will not include recommendations involving disciplinary actions.

## **10:09**

The distribution of the investigator's report will be limited to the Director of Labour Relations, or their designate, and the President and/or Assistant to the President of the Local. The Employer and the Union will maintain, in confidence, information received during the investigation, including the investigator's report, subject to any specific disclosure that may be required in order for the Employer or the Union to fulfill their respective responsibilities and/or as may be required in any subsequent arbitration or hearing.

## **Complaint Resolution**

### **10:10**

Within 10 days of receiving the report, the Employer will render their final decision to resolve the complaint which summarizes the findings of the investigation and indicates whether harassment has been or has not been substantiated. This decision will be communicated in writing to the complainant and respondent, with copy to the Union investigator, President of the Local and/or the Assistant to the President of the Local.

### **10:11**

Any complaint not resolved through the investigation process may be dealt with through the grievance procedure.

## **Appeals Process**

### **10:12**

Appeal of the outcome/findings: Where the complainant or respondent is not satisfied with the outcome/findings of the investigation, they may request a review of the decision. The request for a review shall be sent in writing to the Director of Labour Relations and/or the President of the Local within 14 days of receipt of the decision. The request shall contain sufficient information to detail the reasons for the appeal/review. The Director of Labour relations, or their designate, and the President/Assistant to the President of the Local shall review the reasons for the appeal and the investigator's report to determine the merit of the appeal. A response to the appeal should be received in writing and within 14 days of receipt of the request.

Appeal of discipline: Despite other language in this Collective Agreement regarding the imposition of discipline and the filing of a grievance, the appeal of discipline, excluding discharge, arising from harassment and violence complaints that are initiated under this Article and thus subject to a joint investigation process, will be resolved through this review process. As such, the review of the imposition of discipline shall be reviewed by the Director of Labour Relations, or their designate, the President/Assistant to the President of the Local. Where the appeal of discipline is unresolved, it will be escalated to expedited arbitration with a single arbitrator who shall be selected by mutual agreement between the Company and the Union.

### **10:13**

An employee, whose concerns cannot be resolved through the informal or formal process, can request a lateral transfer. The Employer and the Union will consult over the transfer request, which will not be unreasonably withheld.

### **10:14**

Nothing in this Article shall prevent an employee from seeking redress under the Canadian Human Rights Act with respect to complaints of discrimination, harassment, or sexual harassment.

## **General**

### **10:15**

In collaboration with the UNIFOR Human Rights Coordinator, the Employer has developed and will continue to make available, to all employees, an online training course aimed at raising awareness of and discouraging workplace discrimination and harassment. Any formal classroom training sessions will be jointly facilitated by GTAA Management and the UNIFOR Human Rights Coordinator.

### **10:16**

The Employer and the Union agree to consult in the event of any serious allegation that an employee's rights have been adversely affected as a result of discrimination or harassment on a ground other than one of the prohibited grounds in the Canadian Human Rights Act.

## **Women's Advocate**

### **10:17**

The parties recognize that women employees may sometimes need to discuss with another woman on matters such as violence or abuse at home, and/or harassment. There may also be a need to identify specialized resources in the community such as, counselors or women's shelters, to assist them in dealing with these and any other issue brought forward.

For this reason, the parties agree to recognize the role of Women's Advocate in the workplace. The Women's Advocate will be determined by the Union from amongst the female bargaining unit employees. The Advocate will meet and discuss with female members as required, and refer them to the appropriate resources when necessary. The Women's Advocate may also, with the permission of the employee, engage with internal resources to provide support in certain situations.

#### **10:18**

The Company agrees to provide access to a confidential phone line and voice mail that can be maintained by the Women's Advocate and that is accessible for female employees to contact the Women's Advocate. As well, the Company will provide access to a private office so that confidentiality can be maintained when a female employee is meeting with the Women's Advocate.

#### **10:19**

The Company and the Union will develop appropriate communications to inform female employees about the role of the Women's Advocate, including contact numbers. The Company will also assign a Human Resources support person to assist the Women's Advocate in her role.

#### **10:20**

The Women's Advocate will participate in an initial 40-hour basic training program and an annual three (3) day update training program delivered by the Unifor National Women's Department.

#### **10:21**

The Women's Advocate will be there to help women access workplace or community services and support them through this process. The Women's Advocate will also receive training by the Company on workplace harassment policy processes and appropriate referrals.

#### **10:22**

The Company agrees to pay for lost time, including travel time, registration costs, lodging, transportation, meals and other reasonable expenses where necessary.

### **Paid Domestic Violence Leave and Leave for Victims of Family Violence**

#### **10:23**

- (a) The Company agrees to recognize that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company and the Union agree, when there is adequate verification from a recognized professional (i.e. doctor, lawyer,

registered counsellor), a woman who is in an abusive or violent situation will not be subjected to discipline if the absence can be linked to the abusive or violent situation. Absences which are not covered by sick leave or disability insurance may be granted as leave with pay in accordance with Article 24:04 – Leave with or Without Pay for Other Reasons.

- (b) Employees will be entitled to Leave for Victims of Family Violence in accordance with the provisions of the Canada Labour Code.

#### **10:24**

The Company agrees to allow employees one (1) minute of silence at 14:00 on December 6<sup>th</sup> of each year in observation of the women killed in the Montreal Massacre.

## **ARTICLE 11 – ACCOMMODATION AND EMPLOYMENT EQUITY**

#### **11:01**

Where employment barriers exist as a result of a prohibited ground identified by the Canadian Human Rights Act, and amended from time to time, the Employer and Union in accordance with the provisions of the Employment Equity Act will consult concerning measures that may be taken to minimize any adverse impact. Employee seniority rights under this Collective Agreement are not considered employment barriers.

#### **11:02**

The Employer and Union acknowledge and affirm their commitment to proactively consult and cooperate in the area of workplace accommodation.

#### **11:03**

The Employer will include the Union in all meetings and communications regarding workplace accommodations.

## **ARTICLE 12 – MANAGEMENT/UNION CONSULTATION COMMITTEE**

#### **12:01**

The Employer and the Union acknowledge the mutual benefits of joint consultation and agree to maintain a Management/Union Consultation Committee which will have objective meaningful consultation on matters of mutual interest, future oriented initiatives, scope of the bargaining unit, and strategic direction, 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.

## **12:02**

Representatives of the Union and representatives of the Employer shall meet, at minimum, once every month.

# **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 or discussion 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) business days after the beginning of these discussions.

### **Formal Stage**

## **13:03**

The informal meeting or discussion must take place prior to the filing of a grievance. If the matter is not resolved at the informal meeting or discussion, 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 discretionary. 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, suspension greater than three (3) calendar days, job posting, safety or health or sexual harassment, or any other grievance mutually agreed to by the parties, shall be processed at Stage 2 in accordance with Clause 13:09.

### **13:07**

Representatives of the Union and Management must be present for any grievance hearing. The employee and the representative will each be given reasonable leave without loss of regular wages for the purpose of preparing for and attending grievance hearings.

### **13:08**

**[Stage 1.]** Within twenty-five (25) business 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) business 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) business days of the date of the grievance meeting. If, within the ten (10) business day period above, a date for the grievance meeting has not been scheduled, or if the written response is not given within ten (10) business days of the date of the grievance meeting, the Union may refer the grievance on to Stage 2.

### **13:09**

**[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) business days after receiving the Employer's response at Stage 1. Within ten (10) business days of the receipt of grievance transmittal form at Stage 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) business days of the date of the grievance meeting. If, within the ten (10) business day period above, a date for the grievance meeting has not been scheduled, or if a written response is not given within ten (10) business days of the date of the grievance meeting, the Union may refer the grievance on to arbitration.

### **13:10**

If the grievance is not settled at Stage 2, the Union may refer the grievance to arbitration within twenty-five (25) business days of receiving the Employer's response at Stage 2. The parties agree that grievances will be arbitrated under the Expedited Arbitration Process in Appendix 'I', subject to each party having the right to refer no more than one grievance to formal arbitration per contract year. A formal grievance review will be held no less than quarterly per calendar year. The Employer agrees to not unreasonably withhold their agreement to expedited arbitration. A party may exercise this right to follow the formal arbitration procedure by giving the other notice in writing of its intention to do so within the time stipulated for referring the grievance to arbitration. After such notice is given, the parties will attempt to agree on the selection of a single arbitrator to hear the grievance and the remaining provisions of Article 13 will apply.

### **13:11**

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.

### **13:12**

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.

### **13:13**

The decision of the arbitrator shall be final and binding.

### **13:14**

The Employer and the Union shall equally share the cost of the arbitrator.

### **13:15**

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 (6) month probationary period, except for those employees whose appointments are contingent on the successful completion of a mandated training program required for the position. 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 (1) performance evaluation completed at approximately the midpoint of the probationary period (or sooner, if warranted). A copy of all performance evaluations shall be provided to the Union. The midpoint of the probationary period shall be identified in the Employer's Letter of Offer.
- (d) A probationary employee may be terminated if the Employer concludes that the employee is unsuitable for the position.
- (e) 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**

- (i) 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 of thirty (30) hours per week or seven and one half (7.5)/ eight (8) hours per day as prescribed in Article 16 – Hours of Work.

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**

- (i) 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.
- (ii) Unless otherwise provided for in this Agreement, seasonal employees shall be entitled to all the provisions provided under this Agreement.
- (iii) A seasonal employee shall be placed on layoff, during the period between active employment, in any year, except that the provisions of Article 26 shall not apply.
- (iv) 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 no 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.
- (v) Seasonal employees will be automatically recalled for the following season, unless notified by letter thirty (30) days prior to the end of the season.
- (vi) The seasonal employee will receive a recall date no later than July 15th.
- (vii) 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.
- (viii) 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.
- (ix) Seasonal employees will be eligible to participate in the benefit plans during the time they are actively 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.

(x) A seasonal employee who has been approved for LTD benefits during a period of active employment shall cease to receive the benefit as of the date of seasonal layoff. Payment of the LTD benefit will resume as of the day of the employee's seasonal recall, provided the conditions of the eligibility of the LTD plan are met.

(xi) **Overtime (Seasonal Employees)**

Overtime will be paid to seasonal 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 provided by Article 16 - Hours of Work.

(xii) 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).
- (iii) 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.

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 five (5) 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).
- (i) Term employees are not eligible to participate in the pension plan.
- (ii) 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 of thirty (30) hours per week or seven and one half (7.5) / eight (8) hours per day as prescribed in Article 16 – Hours of Work

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, including term 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, including term part-time employees, available to perform the required work.

In no case will the Employer use a part time employee, including term part-time employees, to replace a full-time employee. (e.g. to make a full-time position into two or more term 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 pays 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.

**(e) 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:

- (i) 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
- (ii) 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.
- (iii) The Union will be provided with the appropriate information in relation to the above.
- (iv) Students shall not be employed during a labour dispute between the parties.
- (v) 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) 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.
- (b) 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.
- (c) For employees hired after December 2, 1996, seniority means length of service in the bargaining unit.

## **15:02**

- (a) The seniority of a seasonal employee shall be determined on a prorated basis in accordance with the proportion of the year for which the employee is scheduled.
- (b) The seniority of a part-time employee shall be determined on a prorated basis in accordance with the proportion of hours scheduled to work relative to a full-time schedule.

## **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**

If an employee is appointed to a permanent position outside of the bargaining unit, his/her bargaining unit employment will terminate.

## **15:05**

Employees temporarily assigned to a position outside of the bargaining unit will continue to accrue and retain company (excluding skilled trades seniority) seniority for a period of up to one year. The temporary assignment will not exceed 12 months, with the exception of covering a maternity/paternity leave, where the assignment can be statutorily extended up to a maximum of 18 months, or except with the Union's consent, which will not be unreasonably withheld. In no case will a temporary assignment exceed 12 months, nor will an employee be permitted to act in assignments outside of the bargaining unit for a total of more than 12 months. Any employee acting outside of the bargaining unit more than once during the life of the collective agreement will have a 6 month break between assignments.

## **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 September 1st of each year by the Employer and posted



on bulletin boards in the work areas and online. A copy of the seniority list will be forwarded to the District Chairperson of the Unit 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 a 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**

Seniority will continue to accrue during the period of any authorized leave of absence. The parties agree that this Article deals with the accrual of seniority only and does not alter or affect the provisions of the Collective Agreement related to the calculation of service or continuous service for the purpose of vacation leave, sick leave, severance pay, pay increments or the accrual of service under the terms of the Defined Benefit Plan or the Defined Contribution Plan.

## **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 ( $\frac{1}{2}$ ) hour meal period, shall normally be eight (8) hours per day and forty (40) hours per week or seven and one-half ( $7 \frac{1}{2}$ ) hours per day and thirty-seven and one-half ( $37 \frac{1}{2}$ ) hours per week as per past practice. Any change between  $37 \frac{1}{2}$  and 40 hours per week will be by mutual consent between the parties.

(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**

### **Pre-scheduling**

The Employer will establish annual work schedules. By September 1<sup>st</sup>, the Manager will confirm if the schedule is changing for the following year. For this purpose, a change in schedule is deemed to have occurred only if the rotation or start and stop times have changed.

If the Manager is changing the schedule or if the majority of the unit request to change the schedule, the scheduling development process as outlined in Appendix 'D' will commence. Otherwise, the current schedule will be retained.

Once the schedule has been established, the annual vacation bidding process will commence, as per Article 23.

### **Balancing for Pre-scheduling**

Once the annual vacation bidding process has taken place, the Manager, if required, will balance the schedule, and shall make every reasonable effort to:

- (a) Not to schedule the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift; and

- (b) Not to schedule more than seven (7) consecutive days of work unless by mutual agreement of the employee(s) affected; and
- (c) 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
- (d) To avoid excessive fluctuations in hours of work in a cycle, which may include a combination of any two (2) types of shifts (Day / Evening / Midnight), but not all three (3) on a five (5) day cycle; and
- (e) Employees shall not be required to work split shifts; and
- (f) Schedules for new shifts and changes to existing shift patterns shall be implemented using a forward-rotation of shifts (for example, these shifts shall rotate following a day-evening-midnight sequence); and
- (g) Balancing employee schedules will respect planned days off and prior leave requests while minimizing overtime by switching between shift start times on the same day. No forward balance shall occur on the date before an approved vacation day, and no reverse balance shall occur on the day after an approved vacation day; and
- (h) Schedules are to be established by November 1st denoting the pre-balanced shifts. All vacation bidding must be completed by November 15th. Once the vacation bids have taken place, the manager will endeavor to have the schedule balanced on an equitable distribution percentage of all scheduled shifts and the final fixed schedule will be posted no later than December 1st of the given year.

## **16:05**

### **Post-Scheduling – Balancing of Schedules**

When the Employer is required to adjust a schedule to meet preferred staffing levels due to a deviation from the schedule which was not foreseen at the time the schedule was finalized, the Employer will provide the Unit with the following options:

#### **Long Term Vacancies**

Should a vacancy exist with an anticipated duration of at least 3 months, if feasible, the Employer will:

- (a) Provide an opportunity to eligible employees to assume the vacating employee's place in the schedule. The most senior employee who volunteers will be selected.
- (b) If there are no volunteers, the Manager will assign the most eligible, junior employee to the vacating employee's place in the schedule.

## Short Term Vacancies

If the option for changing to a vacating employee's place in the schedule is not feasible in a particular situation or the vacancy is for a short term, the following process will be followed:

- (a) **Same Day Balance** – Employees in the particular unit will have the opportunity to voluntarily balance for a shift vacancy on the same day. The most senior employee who volunteers will be awarded the vacancy.
- (b) **Range of Date Balance** – The shift will be made available to eligible employees, within seven (7) days before or seven (7) days after the required shift, with a response deadline date. The most senior employee who volunteers will be awarded the vacancy.
- (c) If steps 1 and 2 do not fill the shift, Management will balance the most junior, eligible employee on the day required.
- (d) If the most junior on shift is a result of a shift trade, the next junior eligible employee will be balanced.

This article is not intended to alter the provisions of Article 31.

## 16:06

### Shift Trades

Shift trades will be permitted with the following limitations:

- (a) An employee cannot be off work for more than seven (7) consecutive weeks at any one time through a combination of vacation and shift trading.
- (b) Payback for shift trades cannot result in an employee working more than seven (7) consecutive days.
- (c) Payback for shift trades must take place within a ninety (90) day rolling window.
- (d) Employees cannot shift trade out of pre-scheduled training sessions.

If any abuse with respect to shift trades is noted, individuals will be dealt with, which may include suspending shift trading privileges.

### Short Notice Shift Change

Where notice is not provided to the employee within one (1) week, the employee will be paid for the first shift worked on the revised schedule at a rate of time and one half (1 ½), 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.

## **16:07**

### **Partial Shift Trades**

Partial Shift Trades will be permitted with the following limitations:

- (a) A partial trade cannot be used to circumvent the restriction in place around minimum time between shifts (ie. A partial trade cannot be used to facilitate a short turn);
- (b) Paybacks must be completed hour for hour and within the 90-day active schedule;
- (c) A partial trade must occur at the beginning or end of a shift only, and the minimum amount of time for a partial shift trade is one half hour (1/2 hrs). The employee is permitted to shift trade a full shift with two (2) partial shift trades. Any overlap created by a shift trade(s) may be covered by leave without pay or compensatory or lieu or vacation credits or a combination thereof.

## **16:08**

### **Third Party Trades**

Third Party Shift Trades will be permitted.

## **16:09**

### **Double Shifts**

Double 12-hour shifts are not permitted.

For employees on a 5X3 rotation working 8.58 hours a day, double shifts will only be permitted on the following basis:

- (a) There is a two-shift rest period between the double shift and the employee's next scheduled shift (e.g., 17.16 hours for those on 5x3 rotation). The employee will be noted as unavailable for overtime during these two shifts.
- (b) Only one double shift will be permitted per eight (8) day work cycle by way of shift trading. One additional double shift is permitted per cycle through the overtime process, which must also meet the two-shift rest period referred to above.
- (c) For the period of overlap during a double shift the employee must make an election at the time of the shift trade initiation of taking this time without pay or covering it with earned leave credits.

For shifts other than the 5X3 rotation or twelve (12) hour shifts which are created during the life of the agreement, the employer will provide parameters pertaining to double shifts.

## 16:10

### 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.

## 16:11

### 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 one-half (½) shift worked between meal breaks, except during snowstorms and/or emergency situations rest breaks may be scheduled after the midpoint of the half shift.

## 16:12

### 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.

## **16:13**

### **Flexible Hours**

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

## **16:14**

### **Compressed Hours of Work**

- (a) A compressed hours of work schedule are 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, as well as customer service impact 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 or by customer service impacts.

- (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.

## 16:15

### 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.

## 16:16

### 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:

	<b>37.5 hrs/wk</b>	<b>40 hrs/wk</b>
<b>Five twelfths (5 ½) day</b>	3.125	3.333
<b>One-half (½) day</b>	3.750	4.000
<b>Five sixths (⅝) day</b>	6.250	6.667
<b>One (1) day</b>	7.500	8.000
<b>One and one quarter (1 ¼) days</b>	9.375	10.000
<b>One and two-thirds (1 ⅔) days</b>	12.500	13.333
<b>Two and one-twelfth (1 ½) days</b>	15.625	16.667
<b>Two and one-half (2 ½) days</b>	18.875	20.000

## **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 junior qualified employee, provided that the hours worked by the employee are adjusted during the period used to determine equitable distribution. If the junior qualified employee has been appointed within the current cycle, the Manager would appoint the overtime to the next junior qualified employee.
- (d) If an employee is appointed overtime from a midnight to a dayshift, the Employer will ensure that there will be two (2) consecutive shifts of rest following.

## 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 workday.
  - (iii) double time for each hour of overtime worked after sixteen (16) hours worked in any twenty-four (24) hour period or after the amount of hours worked as a regularly scheduled shift (i.e., 8.58 hours, 12 hours) 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) once awarded, an overtime shift must be worked by the employee as it becomes part of their schedule. An overtime shift cannot be reneged or traded.
  - (v) an employee shall not be eligible for overtime 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.

(b)

- (i) an employee who works overtime will have the option of being paid at the applicable overtime rate or banking up to a combined maximum of one hundred and twenty (120) hours of compensatory and lieu credits at any given time to be used at a later date. If the employee chooses to bank the time, the amount of the time banked will be equal to the hours of overtime worked multiplied by the applicable overtime rate. Leave must be approved by the manager and will be subject to operational requirements. 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. All banked overtime must be used within the year of January 1<sup>st</sup> to December 31<sup>st</sup>. Any unapproved time as of December 31<sup>st</sup> will be paid out at the employee's rate of pay at the rate it was earned. All banked time for which leave has not been scheduled will be paid out prior to an employee moving to a higher rated position (higher band as per job evaluation plan).

No period will be automatically blacked out. All ad-hoc leave requests must be made within a one-hundred and twenty (120) day rolling window. All requests for ad-hoc leave will be considered having regard for anticipated operational requirements at the time for which the leave is requested.

- (ii) subject to operational requirements, the Employer shall grant the above leave at times convenient to the employee.
- (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.
- (d) In the event an Employee is by-passed for an overtime opportunity, the Employee shall receive the next available opportunity.

## 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 who has not received sixteen (16) hours of advanced notice.
  - (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.

- (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.
- (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.
- (d) Reasonable time with pay, to be determined by management, shall be provided to 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.

#### **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 and shall account for the normal daily hours specified in Article 16:03 and 16:04:

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, the employee shall be granted:
  - (i) a lieu day with regular current, straight-time pay at a later date in lieu of the holiday, where an employee can bank up to a combined maximum of one hundred and twenty hours (120hrs) of compensatory and lieu credits at any given time, 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. 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. All banked lieu time must be used within the year of January 1<sup>st</sup> to December 31<sup>st</sup>. Any unapproved time as of December 31<sup>st</sup> will be paid out at the employee's rate of pay at the rate it was earned. All banked time for which leave has not been scheduled will be paid out prior to an employee moving to a higher rated position (higher band as per job evaluation plan).

No period will be automatically blacked out. All ad-hoc leave requests must be made within a one-hundred and twenty (120) day rolling window. All requests for ad-hoc leave will be considered having regard for anticipated operational requirements at the time for which the leave is requested.

### **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 with the Employer, and the Employer is considering discipline or termination, a union representative must be present. A Union representative must also be present for any investigative meetings involving other bargaining unit employees. Where practicable, the Employer will give the employee and the Union at least two (2) business days' notice of the meeting. At the same time, the Employer will notify the employee and the Union of the reason for the meeting.

### **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) A Union representative must attend these meetings.

#### **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 (2) weeks of suspension, the suspended employee shall, unless the alleged misconduct is under criminal investigation by the police, receive regular wages after two (2) weeks, until such time as the Employer's investigation is concluded and a decision is made by the Employer. If, following the investigation, the Employer imposes discipline that is less than the time served on unpaid suspension, the employee will be paid the difference for all lost wages, except to the extent that the continuation of the suspension is caused by the action(s) of a third party.

#### **19:08**

Letters of Expectation are not disciplinary in nature and do not bar an employee from applying for job postings. Letters of Expectation will be removed from an employee's file after 24 months from the issue date.

## **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/manager, or where directed, some other workplace at the work site. When the work is complete, prior to departing, the employee will report to the supervisor or 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 the rate provided for in the GTAA Travel Policy (Appendix C) for Employer requested travel to a maximum of 75 kilometers 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 \$18.35 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, and shall return for duty promptly and, in any event, within one and one-half (1½) hours of receiving the call.

### **21:03**

- (a) 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 (1½) hours.
- (b) If an employee on standby is not available more than one (1) time in any 12-month period, commencing August 1st, without a satisfactory reason, the employee will be removed from standby status for a period of six (6) months of active employment.
- (c) The Employer must post a list of first and second call crews in the workplace.

## **21:04**

An employee who is 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 he/she first reports in for regular duty and completes his/her next regularly scheduled shift.

# **ARTICLE 22 – SHIFT PREMIUM**

## **22:01**

Employees working regularly scheduled shifts on a Saturday and/or Sunday shall receive an additional premium of \$1.95 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.

## **22:02**

An employee working on shifts will receive a shift premium of \$1.95 per hour for all hours worked, including overtime for regular work hours between 7:00pm and 7:00am.

# **ARTICLE 23 – VACATION LEAVE**

## **23:01**

The vacation year shall be from January 1<sup>st</sup> to December 31<sup>st</sup> 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:

Weekly Hours of Work	Years of service	Hrs/month	Hrs/year
40hrs/wk	0 to 8 years	10.000	120
	After 8 complete years	13.333	160
	After 16 complete years	16.667	200
	After 24 complete years	20.000	240
37.5hrs/wk	0 to 8 years	9.375	112.5
	After 8 complete years	12.500	150
	After 16 complete years	15.625	187.5
	After 24 complete years	18.750	225

## 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 of 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 during vacation bidding 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 on subsequent rounds of bidding. For shift employees outside of Airfield Maintenance and the Central Deicing Facility, final schedules, following vacation bidding, shall be posted as of December 1<sup>st</sup>.

Vacation bidding within Airfield Maintenance and the Central Deicing Facility shall take place twice annually for the two (2) seasonal schedules.

- (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. If an employee does not provide at least 10 days' notice for a vacation leave request, the Employer will approve or deny the request as soon as possible.
- (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) 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 may 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.

## **23:14**

Vacation entitlements of former TBI staff as of the date of ratification will be "red-circled" until overtaken by the provisions in this article.

# **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 (including common-law spouse's father and mother or alternatively stepfather, stepmother or foster parent), 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, of which no less than two (2) of the days will be paid. In addition, the employee may be provided with an additional bereavement period of up to three (3) consecutive calendar days' leave for the purpose of travel for attendance directly related to the death and will only be paid if any of the travel days are regularly scheduled workdays.
- (b) An employee is entitled to a bereavement period of three (3) consecutive calendar days, inclusive of the day of the funeral for purposes directly related to the death of his or her grandfather or grandmother. Payment will only be provided where any of the bereavement days cover regularly scheduled workdays.
- (c) An employee is entitled to a bereavement period of one (1) calendar day for purposes directly related to the death of his or her son-in-law, daughter-in-law, brother-in-law or sister-in-law. Payment will only be provided where the bereavement day covers a regularly scheduled workday.
- (d) 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.

- (e) 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 for the standard maternity/parental leave in respect of the same child, or seventy-eight (78) weeks for the extended maternity/parental 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 (standard) or seventy-eight (78) weeks (extended) 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 (standard) or seventy-eight (78) weeks (extended) 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(a)(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 health care 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:
    - (1) 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 one hundred percent (100%) 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;
    - (2) 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(s) receives based on the duration of leave an employee selects. An employee selecting fifty-two (52) weeks for the standard maternity/parental leave will receive one-hundred (100%) of his/her normal weekly rate of wages (excluding overtime), less any other monies earned during the thirty (30) week period. An employee selecting the seventy-eight (78) weeks for the extended maternity/parental leave will receive equivalent company contribution as those selecting the standard maternity/parental leave subject to the same conditions. Where two (2) GTAA employees are parents of a child by birth or adoption, the maximum thirty (30) weeks of payment will be shared by the employees. The maximum thirty (30) weeks applies where multiples are born or adopted.
    - (3) 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)

- (1) The maternity and/or parental 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 will recover the full amount of the maternity and/or parental 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.
- (2) 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 training opportunities during the period of leave.

### **24:03 Child Care Leave Without Pay**

- (a) 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 maximum of one (1) year.
  - (iii) Child care leave of up to three (3) months will be counted towards the employee's 'continuous employment' for the purpose of calculating severance pay and towards the employee's 'service' for the purpose 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 thirty-six (36) months.
  - (vi) An employee must return to work for a period of at least six (6) months at the conclusion of child care leave and prior to the commencement of additional child care leave. If an employee has taken child care leave of between six (6) and twelve (12) months, the employee must return to work for at least that period of time prior to the commencement of additional child care leave. The Employer in its absolute discretion will consider exceptions to these time limits to deal with special needs children.
- (b) During any period of leave under this Article 24:02 and Article 24:11 , except leave under Article 24:03 , 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 24:03 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.

#### **24:04 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.

## **24:05 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 willful 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.

## **24:06 Court Leave With Pay**

The Employer shall grant leave with pay to an employee for the period of time she/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.

## **24:07 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 24:07(a), shall remit all conduct money received to the Employer forthwith.

### **(b) Collective Bargaining**

The Employer will grant up to ten (10) days without loss of regular non-premium pay to four (4) employees (outside of the full-time union representatives referred to below) during their regular working hours for purposes of attending initial preparatory contract negotiations meetings on behalf of the Union. In addition, the Employer will grant time off without loss of regular non-premium pay for bargaining committee members to attend contract negotiations with the Employer up to the point of impasse in the conciliation process. Thereafter the Employer shall grant leave without pay. Where one of the full-time union representatives is not a member of the bargaining committee, a fifth (5th employee) will be granted up to the ten (10) days referred to above, and any costs for the employee's leave will be split between the Employer and the Union.

- (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 with pay for three (3) full time union representatives.

- (f) 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, and all seniorities will continue to accrue for the duration of the leave. The Employer and employee will continue to pay their portions of all benefit and pension contributions.

## **24:08 Sick Leave With Pay**

- (a) An employee who commences employment prior to January 1, 2021 and who is unable to perform his or her duties because of illness (including organ and tissue donation) or injury (other than a work-related illness or injury to which Article 24:05 applies) will be granted sick leave with pay in accordance with the terms of this Article 24:08.

- (b) **Medical Certification**

The Company will require an employee who is absent, because of illness or injury, to provide medical certification only in 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) consecutive working days or has used more than ten (10) days of uncertified sick leave in a fiscal year.

In the circumstances described in (b) (i) and (ii), a medical certificate from a qualified health care practitioner (including a chiropractor, where applicable) to verify the reasons for the employee's absence must be submitted by the employee. The costs associated with obtaining such a medical certificate shall be borne by the employee.

- (c) The medical certificate shall clearly indicate that the employee had an illness that precludes him/her from reporting to work and the exact number of days the employee was absent as a result of the illness. In cases where medical certificates do not contain this specific information, the employee will have to secure a replacement certificate on their own time.
- (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.

## **Sick Leave Credits**

- (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. Employees from former CAW Local 2002 and the "Inclusions" who are grandfathered under their former Short-Term Disability programs will receive entitlement as referenced in Appendix "J".
- (f) When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of Article 24:08(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;
  - (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.

## **Accommodation**

- (j) 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 restrictions/limitations, 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.
- (k) For certainty, an employee who is eligible for sick leave pay shall not be eligible for short term disability benefits under Article 24:09.

## **24:09 Short Term Disability**

- (a) An employee who commences employment on or after January 1, 2021 and who is unable to perform his or her duties because of illness or injury (other than a work related injury to which Article 24:05 applies) shall be eligible for income protection benefits in accordance with and subject to the terms and conditions of the GTAA's Short Term Disability Policy ( the"Policy").
- (b) The GTAA will provide a booklet describing the income protection benefits, terms and conditions under the Policy.
- (c) The Employer reserves the right to change the third-party service provider under the Policy at any time.
- (d) For certainty, employees who are eligible for income protection benefits under the Policy shall not be eligible for sick leave pay under Article 24:08.

## **24:10 Leave Without Pay for Personal Needs**

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

- (a) subject to operational requirements and the reason for the leave request, 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 and the reason for the leave request, 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 24:10 must take the full period of approved leave unless otherwise agreed in writing between the Employer and the Union.
- (g) leave without pay granted under this clause cannot be used to work for another employer without written notice to the Employer of such intent and written permission of the Employer. Such permission shall not be unreasonably withheld.

### **24:11 Leave With Pay for Family-Related Responsibilities and Volunteering in the Community Leave**

- (a) For the purpose of this clause, family is defined under Article 2 (m).
- (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 marriage leave, or for attending his/her Canadian citizenship ceremony, or for volunteering within the community at a GTAA sponsored charity. Volunteer leave will not exceed two (2) days in total. This allowance will be allocated on a prorated basis to newly hired employees in their first partial calendar year of employment. She/he shall be entitled to this allowance for each month in which she/he receives at least ten (10) days wages.
- (c) The employee shall provide as much advance notice as possible pertaining to leave with pay for family related responsibilities and volunteering within the community.

### **24:12 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 24:06 or 24:07(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.

### **24:13 Leave General**

- (a) 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.
- (b) An employee is not entitled to leave with pay during periods s/he is on leave without pay or under suspension.



## **24:14 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.

## **24:15 Compassionate Care Leave Without Pay**

Employees are entitled to Compassionate Care Leave in accordance with the provisions of the Canada Labour Code.

## **24:16 Skilled Trades Leave with Pay**

A paid leave of absence may be granted to any skilled trade employee to participate in Canadian and international relief work projects as mutually agreed to by the Employer and the UNIFOR National Union.

# **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**

A Joint Committee on Technological Change will be established which shall consist of three (3) persons representing the Employer and three (3) persons representing the Union. The Committee will meet on a regular basis, and not less than once per year. It shall be the function of the Committee to discuss the nature and effects of technological change, and consult over adjustment initiatives including impact, mitigation and retraining.

### **25:03**

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, as well as the Joint Committee on Technological Change, at least one hundred and twenty (120) days prior to the date on which the technological change is to be implemented.

### **25:04**

The notice referred to in Clause 25:03 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;
- (d) the anticipated effect that the technological change is likely to have on the terms and conditions and the security of employment of the affected employees; and
- (e) any proposed creation of new jobs, workplace roles or classifications not currently in the collective agreement.

### **25:05**

Once the Employer has provided the Union with the notice described in Clause 25:03, the Employer shall, on the written request of the Union or the Committee, provide the Union or Committee 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.

### **25:06**

During the notice period described in Clause 25:03, the parties shall undertake to convene meetings of the Joint Committee on Technological Change and 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.

## **25:07**

Notwithstanding the provisions of Clause 25:06, 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.

## **25:08**

Notwithstanding the reference to significant number of employees in Article 25:03 , where an employee's position is likely to be affected by a technological change prescribed in the notice referred to in Clause 25:03, 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. The opportunity for re-training will be offered on a seniority basis within affected classifications.

## **25:09**

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.

## **25:10**

If a position affected by technological change is reclassified to a lower band level, the employee's salary will be protected as per Article 34:05 (a).

## **25:11**

At the request of the Joint Committee on Technological Change, after a reasonable time following the implementation of new technology, the Employer will share operational outcomes and results arising from that implementation of new technology.

# **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
- (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 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 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; however, permanent part time employees can only displace other employees with the same employment status.

## **26:15**

In the event of a short-term/temporary 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) weeks' 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 Supplementary Unemployment Benefits (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**

In the circumstance of a layoff and subject to clause 27:02, an employee shall receive the following severance benefits calculated on the basis of the employee's weekly rate of pay:

- (a) 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.
- (b) 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) above.

### **27:02**

In calculating severance pay, no account shall be taken of employment prior to August 1, 2016.

### **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.

## **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. Vision care coverage is \$400, every two years and PSA tests will additionally be included in the coverage.



- (b) Extended health care coverage shall be 80% of the first \$2,000 of expenses per family unit per benefit year, and 100% thereafter.

## **28:02 Dental**

- (a) The Employer agrees to pay the full premium for the Dental Plan. Effective January 1, 2014, Dental Plan coverage shall increase to a maximum of \$2,000 per calendar year based on the current ODA schedule.

## **28:03 Long Term Disability**

- (a) The Employer agrees to pay 85% of the premium, and to deduct from employees' wages, and remit 15% 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**

- (a) **Basic Accidental Death and Dismemberment**

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

- (b) 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 Sun Life contract # 56437 and PAI91032229. The Employer shall provide a copy of the booklet describing the entitlement provisions and benefit coverage contained in the consolidated group health plan referenced in Appendix 'J' to the Union and each employee.
- (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 Defined Benefit Plan covers employees who immediately prior to joining the Employer 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 Employer 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**

- (i) The Defined Contribution Plan covers employees who were hired by the Employer subsequent to December 2, 1996, including those transferred term employees who were offered and accepted indeterminate status. Subject to 28:08 (b) (ii), employees shall become a member of the Defined Contribution Plan on the first day of the month coincident with or immediately following completion of one year employment with the Employer and are required to contribute 6% of their base salary by payroll deduction in accordance with the provisions of the Plan. The Employer shall contribute an amount to the Defined Contribution Plan on behalf of a member as follows:

Membership Service*	Employee Contribution (% of Base Pay)	Authority Contribution
Less than 5 years	6%	3.5% (58.3% of contributions made by the employee)
At least 5 years, but less than 10 years	6%	5% (83.3% of contributions made by the employee)
10 or more years	6%	6.5% (108.3% of contributions made by the employee)

\*Years of membership as an active participant in the Pension Plan

- (ii) Any current employee who was enrolled in the defined contribution plan prior to 2012, and who elected to contribute less than 6% of his/her base salary, will have the option of remaining at their current contribution level or changing to any contribution level up to 6%. Employer contributions will be determined on the basis of the percentage of contributions made by the employee that corresponds with their years of membership service, as depicted in the table in 28:08(b) i).

**(iii) Terminal 3 Defined Contribution Plan**

The Terminal 3 Defined Contribution Plan covers employees formerly employed by TBI Canada or GTAA who were hired prior to July 24, 2009 and were grandfathered into this agreement. The Employer shall contribute an amount equal to 5.5% of the Member's earnings, and Members are not required to contribute to the Terminal 3 Defined Contribution Plan.

Between the period of August 3, 2016 to October 3, 2016, employees on the Terminal 3 Defined Contribution Plan will have the option of forgoing the above referenced increase to 5.5% and instead transferring to the 6% employee/5% employer contribution level as depicted in the table in 28:08 (b) (i). Employees who make this election will remain at the 6% employee/5% Employer contribution level for a period of 5 years prior to moving to the 6 % employee/6.5% Employer contribution level.

**(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, 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.

## College of Applied Arts and Technology (CAAT) DBplus Pension Plan

### 28:09

Employees who currently participate in the Defined Contribution Plan shall continue to participate in the Defined Contribution Plan maintained by the Employer in accordance with Article 28:08 (b)(i), (ii) or (iii), as applicable, until the Transition Date (as such term is defined in this Article 28:09). However, subject to the Memorandum of Understanding in Appendix K to this collective bargaining agreement, as of the Transition Date Articles 28:08(b)(i), (ii) and (iii) shall be deleted in their entirety with the following substituted as new Article 28:08(b):

“The Defined Contribution Plan covers employees who were hired by the Employer subsequent to December 2, 1996, including those transferred term employees who were offered and accepted indeterminate status. The Employer and the members of the bargaining unit that participate in the Defined Contribution Plan shall cease making contributions to the Defined Contribution Plan as of the Transition Date (as such term is defined in Article 28:09).”

Subject to the terms and conditions set out in the Memorandum of Understanding in Appendix K to this collective bargaining agreement, as of the Transition Date the affected members of the bargaining unit, as agreed to in writing between the GTAA and Unifor, shall become members of the DBplus component of the College of Applied Arts and Technology Pension Plan (“CAAT DBplus”), with fixed contribution rates of 6.5% for both the Employer and the participating employees.

The Employer intends to provide for the participation of the eligible members of the bargaining unit in CAAT DBplus as of January 1, 2021. However, it is acknowledged and agreed that the “Transition Date” may occur on or after January 1, 2021, based upon factors including the ability of the Employer and the administrator of CAAT DBplus to accommodate this transition as of January 1, 2021.

### 28:10

The Employer will provide a lifetime maximum of \$1,000 for wigs following chemotherapy or other diagnosed medical conditions upon submission of a valid receipt.

## 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:

- (a) all clothing items shall meet CSA standards, where required;
- (b) except for safety footwear, replacements will be made as required, based on wear and tear, damage or appearance;
- (c) initial fitting cost is the responsibility of the Employer;
- (d) 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;
- (e) identification crests shall be supplied and affixed by the Employer at no cost to the employee;
- (f) 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

Women	Initial Issue
Blazer	2
Pants/skirt	4
Shirts	6
Bows/scarf	2
Vest	2
Belt	1

Men	Initial Issue
Blazer	2
Pants	4
Shirts	6
Ties	2
Vest	2
Belt	1

(b) Indoor Work Uniforms

Item	Initial Issue
Pants	4
Shirts	8*

\*Any combination of long/short sleeve

(c) Indoor Work Uniforms

Item	Initial Issue
Coveralls	4
Jacket (light), Parka (Mid-length), Parka (Waist length) OR Insulated Coveralls Snow Pants	1
Snow Pants	1
Rain jacket	1

Item	Initial Issue
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.

## 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 Workplace Health and Safety Committee and a Policy 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, she/he is obliged to inform the Employer without delay in writing, or orally if she/he has reason to believe that the situation is urgent.

Accordingly, the Employer shall:

- (i) place the matter on the agenda of the next meeting of the Workplace Health and Safety Committee.
- (b) Any investigation report arising from the examination of a problem will be made available 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 Workplace 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 Workplace Health and Safety Committee and 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 or recognized alternative health practitioner which includes midwives, nurse practitioner and naturopath. The Employer will consider this information in the endeavour to find

alternate duties for the employee within or outside the bargaining unit after consultation with the Union.

### **30:08**

If the Employer requires an employee to wear safety footwear on a daily basis, it will provide an annual footwear allowance of \$250.00 per calendar year. If the Employer requires an employee to occasionally wear safety footwear, it will provide a footwear allowance at the applicable rate once during the life of the collective agreement. The Employer shall provide the footwear allowance one (1) additional time during the life of the collective agreement where the employee demonstrates that his/her boots are no longer serviceable.

### **30:09**

Each year on April 28 at 11:00 a.m., subject to reasonable operational requirements, work will stop and one minute of silence will be observed in memory of workers killed or injured on the job. Should an employee be involved in an operational matter, the minute of silence will be observed afterwards, as time permits.

### **30:10**

The members of the Workplace Health and Safety Committee and Policy Health and Safety Committee are entitled to take the time required, during their regular working hours:

- (a) to attend meetings or to perform any of their other functions; and
- (b) for the purposes of preparation and travel, as authorized by both Chairpersons of the Committee.

### **30:11**

The manager will make reasonable efforts to accommodate the work schedules of Health and Safety Committee members to attend committee meetings.

## **ARTICLE 31 – STAFFING/JOB POSTING**

### **31:01**

The Employer shall post all permanent vacancies, including newly created positions, and all temporary vacancies that exceed or are expected to exceed six (6) months, in the bargaining unit. The Employer is not required to post temporary vacancies that are known or expected to be of six (6) months or less in duration. If a temporary vacancy extends beyond six (6) months, the position will be posted.



### **31:02**

The postings shall be for a minimum of eight (8) business days. The closing date shall be identified on all postings.

### **31:03**

The posting shall contain the following information:

- (a) The summary of duties of the position to be filled, which shall be consistent with the current job description.
- (b) The salary/hourly rate for the position(s).
- (c) The number of positions being filled as a result of the competition, the position status and length.
- (d) The threshold qualifications required for the position(s), including education, knowledge, abilities, skills and experience. Such qualifications will be reasonable and relevant and reflect the minimum requirements of the position(s) being filled.
- (e) Identify any test (including testing dates/times, if known) or other qualifier required by the Employer to verify an employee's qualifications. Any test administered shall be applicable to verify the minimum threshold requirements of the position. Where administered, all internal and external applicants will write the same test.
- (f) Identify whether the vacancy is subject to the 'commitment' provision below:

#### **Commitment**

An employee who is a successful applicant to any of the positions listed below must remain in the position for a period of:

- (a) 12 months from completion of the training/checkout period, or;
- (b) 16 months from the start date in the position, whichever is shorter.
  - Apron Operations Officer - AMU
  - Resource Coordinator - RMU
  - Specialist, Airport Operations Control
  - Specialist, Security Operations Control
  - Officer, Airside Safety – Aviation Services
  - Officer, Public Safety – Customer and Terminal Services

- Deicing Movement Coordinators - CDF
- Security Response Coordinators – Security Operations

Seasonal employees hired in the Central Deicing Facility and Airfield Maintenance Facility will be subject to a two (2) season commitment.

Other positions may be subject to a commitment period provided the Employer has the written consent of the Union.

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 District Chairperson at least two (2) business days prior to the posting on the notice board or other media. If the posting information is different from the previous posting for the same position, the Employer will notify the District Chairperson at the time the posting information is forwarded. Whenever possible, the Employer will provide this information by identifying the track changes. If this is not possible, the Employer will communicate the changes. Where the Union expresses concern, the posting shall not be posted until the Employer and the Union have met to address the issues.

### **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 five (5) business days.

### **31:06**

All employees who apply for a job posting, must attach a resume and state how they qualify against the posted threshold qualifications for the position(s) through Careerport in a timely manner, 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 threshold qualifications for the position(s). The Employer may interview any applicant. The purpose of the interview process is to determine whether the applicant meets the posted threshold requirements. The Employer will not use this process to compare relative qualifications among applicants. The applicant with the most seniority meeting the required posted threshold qualifications shall be awarded the position. The Employer will determine the successful applicant and notify him or her of the decision within thirty (30) business days from the closing date of the posting. If, for valid reasons, the Employer cannot determine the successful applicant within thirty (30) business days, the Employer will notify the Union. Where none of the candidates meet the posted threshold 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 Employer shall notify, in writing, all successful candidates within five (5) calendar days of the Employer's decision.

The Employer reserves the right to establish the threshold qualifications for job postings identified in clause 31:03, including education, knowledge, abilities, skills and experience, provided that such qualifications are reasonable and relevant and reflect the minimum requirements of 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).

### **31:07**

The Employer shall notify, in writing, all unsuccessful applicants within seven (7) calendar days of its decision along with the reason(s) why their application was unsuccessful. At an employee's request, the Employer will schedule a post interview. The post interview will take place within seven (7) days of the employee's request. This period may be extended by mutual agreement. If the meeting is requested in order to receive general feedback about the interview/testing process, the meeting will only include the employee and the hiring manager. If the meeting is requested because the employee disputes the outcome of the posting process, the meeting is subject to Article 13:02 of the Collective Agreement.

### **31:08**

- (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.
  - (i) Employees in a term position, which can be shortened or lengthened, must complete their current assignment prior to commencing a new term assignment.
- (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.

### **31:09**

The employee will be considered in the selection process provided s/he:

- (a) meets the posted threshold qualifications and requirements of the position;

- (b) is available for the selection process to the convenience of the Employer. The Employer will be flexible in scheduling interviews; and
- (c) is available to return to work immediately upon the expiry of the approved leave period.

### **31:10**

Upon mutual consent of the parties, the Employer may establish an eligibility list by pre-posting positions and selecting candidates in advance. The eligibility list can only be utilized for the specific position that it was created for. 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.

### **31:11 Voluntary Transfer**

Should an employee with full time status elect to move to seasonal or part-time status in the exact same position, the Employer is not required to post the position and the employee will be appointed to the vacant role.

## **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. Approval will be at the Employer's discretion, which will not be exercised arbitrarily. The Employer agrees to provide the employee time off with pay to write the required examinations that are scheduled 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 percent (100%) 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 employee receiving at least a "C" grade or "Pass" if the course is Pass/Fail. This includes tuition fees, cost of prescribed textbooks as well as laboratory and examination fees, as the case may be. Approved employees shall provide their Manager with evidence of a passing grade for the course and a verified statement of tuition fees or adequate receipts. The Employer will not approve nor provide advance payments of tuition expenses.

### **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 – TRAVELING TIME**

### **33:01**

For the purposes of this Agreement, traveling 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 in Appendix 'C' and forming part of this Collective Agreement. Traveling 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 traveling 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 workplace, 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 traveling 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 traveled 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**

Employees shall be paid on a bi-weekly basis at the rate of pay specified for his/her position's band level and step in Appendix "A" attached hereto and forming part of this agreement.

### **34:02**

Upon initial appointment, an employee will be paid the hourly rate specified for his/her position's band level and step, 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.

### **34:03**

- (a) An employee who is promoted to or is reclassified to a position of a higher band level shall be paid at a step 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) 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 by mutual agreement of the Employer and the Union.

### **34:04**

- (a) An employee appointed to a position rated the same band level and step 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) There will be no positions rated at a lower rate of pay during a training and/or check-out period.

### **34:05**

- (a) An employee whose position is reclassified to a lower band level or step shall continue to be paid in the same range of rates prescribed for his/her position prior to the reclassification.

### **34:06**

An employee who is demoted for just cause to a lower rated position shall be red circled and will not receive salary increments or contract increases until the rate of pay in the new position catches up with the red circled salary. This article shall apply to employees demoted after August 1, 2013.

### **34:07**

Clause 34:06 does not apply to an employee who obtains a position through the posting procedure, which is rated lower than his/her current position. The employee shall be paid at the same step in the lower band level.

### **34:08**

- (a) An employee holding a position for which there is a minimum and maximum rate of pay shall be granted sequential 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.
- (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.



### **34:09**

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

### **34:10**

When an employee is required to perform the duties of a higher rated classification level (that would have been performed by the incumbent had the incumbent not been absent), in an acting capacity for at least one (1) day worked, the employee shall be paid acting pay calculated from the date on which she/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.

### **34:11**

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.

### **34:12**

- (a) The rates of pay set forth in Appendix '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 (iv) 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 34:12(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;

### **34:13**

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, she/he 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.

### **34:14**

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

### **34:15**

#### **Daylight Saving Time**

When an employee is required by the Employer to work overnight on the date of fall daylight savings time, the employee will receive the extra hour worked at the applicable rate of overtime.

When an employee is required by the Employer to work overnight on the date of spring daylight savings time, the employee may work one extra hour at the end of his/her scheduled shift. Otherwise, the one hour less worked will either have to be taken as leave without pay or covered through earned leave credits, at the election of the employee.

## **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, she/he may be demoted or voluntarily agree to return to his/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. Such review shall not include the selection of candidates for apprenticeship.

### **35:05**

The apprenticeship program shall be governed by the rules and regulations of the Ontario Ministry of Training, Colleges and Universities which pertain to the apprenticeship programs in the province of Ontario.

### **35:06**

The employee must work as a journeyman for two (2) years after having been placed in a journeyman position or repay all costs incurred by the Employer during the apprenticeship period. The amount to be repaid shall be comprised of the Employer's costs for the following: any tuition paid on behalf of the apprentice, any books, tools or materials allowance paid for by the Employer on behalf of the apprentice, any top-up or allowance during the Employment Insurance (EI) waiting period on EI benefits paid to the apprentice while the apprentice is at school.

In the event the Employee is not placed in a journeyman position within nine (9) months completion of the apprenticeship program, the Employee does not have to repay any of the costs incurred by the Employer. The Employee has the option to leave her/his place of employment without penalty.

### **35:07**

The first 90 days of employment for every apprentice shall be grace period. During this grace period, the apprentice, if he/she is a seniority transferee, may elect to return to his/her previous occupation if spot is available and the Joint Apprenticeship Committee will cancel his/her apprentice agreement. The Registration Agencies shall be advised of all such cancellations. An apprentice shall acquire seniority in the journeyman's classification

only when they have completed their apprenticeship and acquired their Certificate of Qualifications.

### **35:08**

An apprentice shall work the same hours during the contractual workweek and will be subjected to the same conditions as the skilled workers of his/her trade employed by the Company. Apprentices may work overtime hours providing that all skilled workers of that trade in that department have been given first opportunity, also provided that they are working with a journeyman of the same classification. In case an apprentice is required to work overtime, he/she shall receive credit on the term of apprenticeship for only the actual hours worked.

### **35:09**

When a reduction in the workforce occurs in a trade where apprentices are employed, apprentices first shall be laid off. If the apprentice is laid off, he/she may elect to continue school classes. Tuition, books, and time spent in class during such lay off period will be paid upon the return of the apprentice to the apprenticeship program, tuition and book receipts will be presented to the Company by the apprentice.

### **35:10**

To promote diversity into the skilled trades, the Employer will in its sole discretion set diversity goals for 50% of apprenticeship opportunities. Internal candidates will take preference over external candidates, pending meeting diversity requirements for 50% of the apprenticeship opportunities.

### **35:11**

Apprentices shall work the same hours and be subject to the same conditions regarding overtime rate as the journeyman employed by the Company. In case an apprentice is required to work overtime he/she shall receive credit on the term of apprenticeship for only the actual hours of work.

Apprentices shall be under the general direction of the skilled trades or designate representative when working any overtime.

## **ARTICLE 36 – SNOW AUGMENTATION**

### **36:01**

If there is a need to augment snow removal, the Employer may utilize the Technical Trainers and Line Painters to augment the regular Airfield Maintenance Specialist workforce during snow removal operations subject to the following:

- (a) All eligible Airfield Maintenance Specialist including those on standby and regular days off must first be offered overtime opportunities.
- (b) Snow Augmentation training must be provided for the Technical Trainers and Line Painters.
- (c) An employee who augments snow removal will be paid his/ her classification rate of pay, or the Airfield Maintenance Specialist rate of pay, whichever is greater.
- (d) The Employer will offer snow augmentation opportunities on an equitable basis to the Technical Trainers and Line Painters through the course of a winter season.

## **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 and the Union prior to the period of assessment. The Employer's representative(s) will provide the employee and the Union 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 Employee's immediate functional manager who assesses an employee's performance must have observed or been aware of the employee's performance for at least one-half ( $\frac{1}{2}$ ) of the period for which the employee's performance is evaluated. The period of observation must not be longer than three (3) consecutive months.

### **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 and the Union.
- (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.
- (e) An employee's performance review shall not constitute a written warning in the discipline process.

### **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/her authorized representative.

### **38:05**

Upon written request, an employee and/or the Union 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, including the point rating allotted by factor to his/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, or being fit for duty, 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 if required to maintain or upgrade or renew a trade license and/or professional designation and/or designation of any kind required by the company for the job, 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.

## **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. It is agreed and understood that such situations will not result in a staff reduction or reduction in normal hours of work or a refusal to call overtime where the use of overtime would be practical.

## **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/her 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. The Employer will not contract out work in a classification where an employee in the classification is on layoff and eligible for recall under Article 26.

#### **45:02**

The Employer will provide the Union with sixty (60) days' notice of any decision to contract out any work of the bargaining unit. Upon request of the Union and where practical, the Employer will meet with the Union to discuss any proposal that the Union may want to make that may allow the work to be performed by the bargaining unit in a satisfactory and cost efficient manner. The Employer reserves the right to proceed with the planned contracting out consistent with the provisions of Article 45:01.

#### **45:03**

Article 45:02 does not apply where the decision to contract out is made in response to an emergency or other urgent operational condition.

## **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.

- (a) There shall be a 2% across the board increase to the rates of pay effective on each of the following dates:
  - August 1, 2019
  - August 1, 2020
  - August 1, 2021
  - August 1, 2022
- (b) Employees red-circled as of the date of ratification will receive the contract increases referred to in (a) above, as a lump sum paid bi-weekly.
- (c) Time periods for progression through the increments shall follow the dates specified in Appendix 'A' attached hereto.
- (d) Retroactivity, if applicable, shall apply to wages only and shall be payable to eligible employees who are employees in the bargaining unit on the date of ratification, and based on all hours paid including overtime. Retroactivity shall not apply to any other provisions.

## ARTICLE 49 – DURATION

### 49:01

The term of the collective agreement shall be from August 1, 2019 until July 31, 2023.

## ARTICLE 50 – SKILLED TRADES

### 50:01

The provisions of this Agreement shall apply to employees in the designated skilled trades.

- (a) For identification purposes only, the designated skilled trades covered under this Article are:
  - (i) **Electrician**
    - (1) Construction and Maintenance 309A; and

- (2) Industrial 442
- (ii) **Plumber**
  - (1) Plumber 306A
  - (2) Pipefitter; and
  - (3) Steamfitter
- (iii) **Sprinkler and Fire Protection Installer 427A**
- (iv) **Mechanic**
  - (1) Millwright mechanic 433A;
  - (2) Heating, ventilation and air conditioning mechanic;
- (v) **Automotive mechanic 310S; and**
  - (1) Heavy duty and/or Diesel mechanic 310T
- (vi) **Carpenters**
- (vii) **Welders 456A**

If the Employer introduces any new skill trades classifications during the life of the agreement, they will consult with the Union Skilled Trades representatives.

## **50:02**

Entry into the designated skilled trades shall be restricted to persons who provide documents proving their claim to journeyperson status both to the Company and the Union Skilled Trades Committee person.

## **50:03**

A journeyperson in any of the designated skilled trades shall mean any person who:

- (a) has served an apprenticeship of four (4) years – eight thousand (8000) hours or five (5) years – nine thousand (9000) hours, and possesses proof or such apprenticeship service; or
- (b) has eight (8) years practical and general experience covering all phases of the apprenticeship course applicable to the trade in which he/she claims journeyperson status.

#### **50:04**

Trade specific seniority must be considered by the company in applications by employees for posted vacancies when vacancies require a license for a trade identified by Article 50:01 (a). If two or more applicants have the same trade specific seniority Article 15:03 will apply.

#### **50:05**

Trade specific seniority will be the amount of time worked at the GTAA (including Transport Canada and TBI) with the trade license in a specific trade identified by Article 50:01(a);

#### **50:06**

Trade specific seniority will not be the combination of time accumulated in two (2) or more trades as identified by Article 50:01(a);

#### **50:07**

The accumulation of Trade specific seniority will stop when a member accepts a position which does not require a trade license. Such trade specific seniority gained by the member in a specific trade shall be retained and can be used in future postings which require a trade license;

#### **50:08**

If a skilled tradesperson identified in Article 50:01(a) is elected or appointed to a District Skilled Trade representative position on a full-time basis, s/he will continue to accumulate seniority by Article 50:06;

#### **50:09**

Layoff/Recall language will remain the same as per Article 26 of the Collective Bargaining Agreement;

#### **50:10**

An applicant with a Trades license in a trade identified in Article 50:01(a) shall be deemed qualified for the same position in a different unit.

#### **50:11**

The Skilled Trades seniority date for all new skilled trades introduced after July 31<sup>st</sup>, 2019, will be subject to date hired as a Trade by the Employer.

#### **Skilled Trades Committee:**

The purpose of the Skilled Trades Committee is to deal with all matters of the Skilled Trades. The parties recognize that a knowledgeable Skilled Trades workforce equipped with

the proper business systems and tools will enable us to effectively respond to changing business conditions, continually improve processes and ensure long-term sustainability.

With this in mind the parties agree to establish a Committee made up of two representatives from Management responsible for the Skilled Trades, or Engineering, and two GTAA Skilled Trades employees, appointed by the Union, one of which will be the Skilled Trades Representative.

The Committee will meet monthly to permit meaningful discussions of issues affecting the Skilled Trades such as:

- Planned and Predictive Maintenance;
- Technology based solutions;
- Upgrading core competencies and training;
- Full Utilization of the Skilled Trades;
- Communication of future work or installations;
- Outsourcing and subcontracting activities;
- Apprenticeship opportunities based on future attrition, to maintain a viable succession plan;
- Projected workloads;
- Seasonal Campaigns;
- Fabrications/modifications to equipment.

It is agreed that the minutes will be taken and made available to the Committee members. Prior to the monthly meeting, either party can submit items to be discussed at the monthly meeting, at least one week in advance of the meeting.

Through the discussions generated in these meetings, the parties will endeavor to alleviate the Skilled Trades employees' issues which are a concern and engage the Skilled Trades employees to put forward ideas and suggestions to improve the operations, productivity, quality, energy conservation and environmental improvements.

### **Contracting Out**

#### **(a) Planned Work Being Contracted Out on a Permanent Basis**

Any permanent contracting out of skilled trades work is subject to Article 45 of the collective agreement.

(b) **Planned Work Being Contracted Out on a Temporary Basis**

For any planned work of the skilled trades which is being contracted out on a temporary basis, the Employer will provide 10 days' notice to the Union to permit meaningful conversations on the nature of the work being contracted out.

(c) **Unplanned Work Being Contracted Out on an Ad-Hoc Basis**

The Employer will utilize Blanket Purchase Agreements and Service Providers to perform ad-hoc unplanned work that cannot be performed by existing bargaining unit employees who are engaged in other work. Where practicable, the Employer will consider an overtime call-out as opposed to the use of a service provider or Blanket Purchase Agreement, but ultimately reserves the right to determine the course of action.

### **Skilled Trades Employees' Tools**

The Company shall supply all tools required for the job to all skilled trades employees. No skilled trades employee will be allowed to bring their own tools to the workplace. When a skilled trades employee ceases employment with the Company, he/she shall return all tools to the Company. The Company shall replace tools that are damaged, stolen, or lost on the job with equal or better-quality tools, on the condition that such damage and/or loss is not as a result of the employee's carelessness and/or negligence.

## **ARTICLE 51 – APPRENTICESHIP COMMITTEE**

The parties agreed that the Employer/Union Apprenticeship Committee shall function as follows with respect to the operation of the GTAA Apprenticeship Program.

### **51:01**

#### **Employer/Union Skilled Trades Committee**

The apprenticeship program will be reviewed quarterly by the Employer/Union Skilled Trades Committee, consisting of six (6) members, three (3) to be appointed by the Employer and three (3) to be designated by the Union. One Union representative must be the elected Skilled Trades Representative.

The Committee is responsible for promoting, developing and monitoring the various apprenticeship programs.

### **51:02**

The Apprenticeship Committee has the following role:

- (a) Establish and follow Terms of Reference.

- (b) Recommends the testing criteria, content and marking schemes.
- (c) Welcome the selected apprentice and ensure that each apprentice understands the responsibilities he/she is about to accept, as well as the benefits he/she will receive.
- (d) Participate in the review of the potential candidates who may enter into the program.
- (e) Monitor the progress and effectiveness of the various apprenticeship programs and taking action to improve program effectiveness.
- (f) Assist the apprentices throughout the learning process by coaching and counseling.
- (g) Congratulate the apprentices upon completion of the program.
- (h) Upon completion of the apprenticeship under these Apprenticeship Standards, the Joint Apprenticeship Committee will recommend to the Ministry of Training, Colleges, and Universities, that a certificate of completion of Apprenticeship, be issued to the apprentice.

### **51:03**

The Union has the following role:

- (a) Participate on the Employer/Union Skilled Trades Committee.
- (b) Promote the apprenticeship training opportunity.
- (c) Provide information to the committee on possible employee departures that could affect the status of the skilled trades.
- (d) Assist interested employees with the expression of interest process.
- (e) Assist the apprentices throughout the learning process through coaching and counseling.
- (f) Apprentices shall be under the general direction of the skilled trade or designate representative and under the immediate direction of the maintenance supervisor of the department to which they are assigned.

### **51:04**

The Employer has the following role:

- (a) Participate on the Skilled Trades Committee.
- (b) Determine the economic and business viability of offering an apprenticeship training opportunity.

- (c) Solicit expressions of interest for the apprenticeship training opportunity.
- (d) Establish a short list of interested employees who meet the established requirements.
- (e) Determine testing criteria, content and marking schemes. Administer the selection exam (both written and verbal) to the employees identified on the short list.
- (f) Establish a list of qualified employees.
- (g) Offer the apprenticeship training opportunity to the qualified employees.
- (h) Oversee and monitor the apprentice's on-the-job training.
- (i) Monitor attendance at work and related training classes.

### **51:05**

The Apprentice has the following role:

- (a) Attend college classes in programs identified by the apprenticeship committee as being essential to the formation of a qualified tradesperson
- (b) Attend trade school at the designated times.
- (c) Successfully complete the trade school portion.
- (d) Work cooperatively with the leading journey person
- (e) Once the apprentice has received their Completion of Apprenticeship, the apprentice will agree to write the Certificate of Qualification examination without delay, and must obtain the Certificate of Qualification within one (1) year. The Company will provide reasonable support needed to pass the exam, such as paying for the apprentice to attend a pre-exam course.

### **51:06**

The following shall receive copies of the Apprentice Agreement:

- (a) The Apprentice;
- (b) The Company;
- (c) The Employer/Union Apprenticeship Committee;
- (d) Registration agencies; and
- (e) The Local Union.



# ARTICLE 52 – SOCIAL JUSTICE FUND (SJF) AND PAID EDUCATION LEAVE FUND (PEL)

## 52:01 Social Justice Fund (SJF)

- (a) The GTAA will contribute 3 cents per hour per employee (ex-TBI employees only) towards Unifor's Social Justice Fund on an annual basis. This payment can be made by cheque to the following address:

Unifor Canada  
205 Placer Court,  
Toronto, ON M3H 3H9

## 52:02 Paid Education Leave (PEL)

The GTAA will contribute 3 cents per hour per employee in the bargaining unit towards Unifor's Paid Education Leave on an annual basis.

- (a) The company agrees to contribute to the Paid Education Leave Fund for the purpose of providing Paid Education Leave. Said paid Education Leave will be for the purpose of upgrading employees' skills in all aspects of Trade Union Functions. The Company further agrees that the members of the bargaining unit selected by the Union to attend such courses will be granted a leave of absence on a salary continuation for class time, plus travel time where necessary. Employee on said leave will continue to accrue seniority and benefits during such leave. Annual contribution will be paid on an annual basis into a truck fund established by the Nation Union, Unifor and sent by the Company to the following address:

Unifor Paid Education Leave Program  
205 Placer Court  
Toronto ON M2H 3H9

# APPENDICES

Signed this June 20, 2019 in Toronto, Ontario

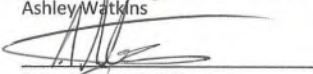
**For the Union**



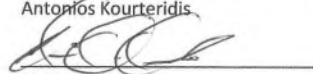
Gary Ellis



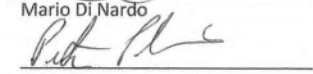
Ashley Watkins



Antonios Kourteridis



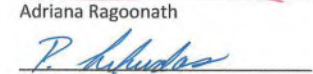
Mario Di Nardo



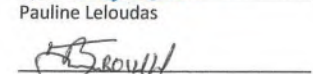
Peter Piroli



Adriana Ragoonath



Pauline Leloudas



Tony Brown

**For the Employer**



Adam Thibodeau



Jodi Giglio



Peter Valila



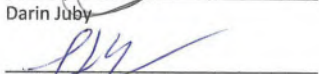
Glen Henderson



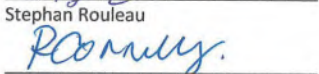
Ken Eastman



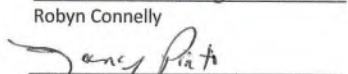
Darin Juby



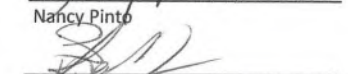
Stephan Rouleau



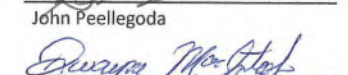
Robyn Connelly



Nancy Pinto



John Peellegoda



Dwayne MacIntosh

# APPENDIX A – WAGE RATES

Wage Increase Percentage:			2.00%	2.00%	2.00%	2.00%
Effective Date:			1-Aug-19	1-Aug-20	1-Aug-21	1-Aug-22
Band	Step	Rate	Rate	Rate	Rate	Rate
1	1	\$25.52	\$26.03	\$26.55	\$27.08	\$27.62
	2	\$26.18	\$26.70	\$27.23	\$27.77	\$28.33
	3	\$26.80	\$27.34	\$27.89	\$28.45	\$29.02
	4	\$27.45	\$28.00	\$28.56	\$29.13	\$29.71
	5	\$28.07	\$28.63	\$29.20	\$29.78	\$30.38
2	1	\$27.32	\$27.87	\$28.43	\$29.00	\$29.58
	2	\$28.00	\$28.56	\$29.13	\$29.71	\$30.30
	3	\$28.69	\$29.26	\$29.85	\$30.45	\$31.06
	4	\$29.37	\$29.96	\$30.56	\$31.17	\$31.79
	5	\$30.07	\$30.67	\$31.28	\$31.91	\$32.55
3	1	\$29.25	\$29.84	\$30.44	\$31.05	\$31.67
	2	\$29.95	\$30.55	\$31.16	\$31.78	\$32.42
	3	\$30.69	\$31.30	\$31.93	\$32.57	\$33.22
	4	\$31.45	\$32.08	\$32.72	\$33.37	\$34.04
	5	\$32.16	\$32.80	\$33.46	\$34.13	\$34.81
4	1	\$31.28	\$31.91	\$32.55	\$33.20	\$33.86
	2	\$32.06	\$32.70	\$33.35	\$34.02	\$34.70
	3	\$32.85	\$33.51	\$34.18	\$34.86	\$35.56
	4	\$33.62	\$34.29	\$34.98	\$35.68	\$36.39
	5	\$34.40	\$35.09	\$35.79	\$36.51	\$37.24
5	1	\$33.47	\$34.14	\$34.82	\$35.52	\$36.23
	2	\$34.32	\$35.01	\$35.71	\$36.42	\$37.15
	3	\$35.16	\$35.86	\$36.58	\$37.31	\$38.06
	4	\$36.00	\$36.72	\$37.45	\$38.20	\$38.96
	5	\$36.85	\$37.59	\$38.34	\$39.11	\$39.89

<b>6</b>	1	\$35.80	\$36.52	\$37.25	\$38.00	\$38.76
	2	\$36.70	\$37.43	\$38.18	\$38.94	\$39.72
	3	\$37.60	\$38.35	\$39.12	\$39.90	\$40.70
	4	\$38.51	\$39.28	\$40.07	\$40.87	\$41.69
	5	\$39.39	\$40.18	\$40.98	\$41.80	\$42.64
<b>7</b>	1	\$38.30	\$39.07	\$39.85	\$40.65	\$41.46
	2	\$39.28	\$40.07	\$40.87	\$41.69	\$42.52
	3	\$40.23	\$41.03	\$41.85	\$42.69	\$43.54
	4	\$41.19	\$42.01	\$42.85	\$43.71	\$44.58
	5	\$42.16	\$43.00	\$43.86	\$44.74	\$45.63
<b>8</b>	1	\$42.92	\$43.78	\$44.66	\$45.55	\$46.46
	2	\$43.98	\$44.86	\$45.76	\$46.68	\$47.61
	3	\$45.07	\$45.97	\$46.89	\$47.83	\$48.79
	4	\$46.14	\$47.06	\$48.00	\$48.96	\$49.94
	5	\$47.19	\$48.13	\$49.09	\$50.07	\$51.07
<b>9</b>	1	\$48.05	\$49.01	\$49.99	\$50.99	\$52.01
	2	\$49.26	\$50.25	\$51.26	\$52.29	\$53.34
	3	\$50.46	\$51.47	\$52.50	\$53.55	\$54.62
	4	\$51.67	\$52.70	\$53.75	\$54.83	\$55.93
	5	\$52.88	\$53.94	\$55.02	\$56.12	\$57.24
<b>10</b>	1	\$53.83	\$54.91	\$56.01	\$57.13	\$58.27
	2	\$55.21	\$56.31	\$57.44	\$58.59	\$59.76
	3	\$56.50	\$57.63	\$58.78	\$59.96	\$61.16
	4	\$57.87	\$59.03	\$60.21	\$61.41	\$62.64
	5	\$59.23	\$60.41	\$61.62	\$62.85	\$64.11

# APPENDIX B – PAY EQUITY

## MEMORANDUM OF UNDERSTANDING

BETWEEN:

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

And

UNIFOR  
(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 Vice President, Human Resources and a representative of the Union will meet to identify and determine the periods of service associated with these potential payments.

Note: This is included for historical purposes only and makes reference to GTAA employees (former Transport Canada personnel) in the aforementioned classification groups which have been replaced by Band levels in the new Job Evaluation Plan.

# APPENDIX C – TRAVEL POLICY

## MEMORANDUM OF UNDERSTANDING

### BETWEEN:

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

And

UNIFOR  
(Hereinafter referred to as the "Union")

### GREATER TORONTO AIRPORTS AUTHORITY MAXIMUM ALLOWANCES FOR TRAVEL, ACCOMMODATION, MEALS AND INCIDENTAL EXPENSES IN CANADA, USA AND INTERNATIONAL

- (1) The following prescribes the maximum amounts payable for expenses incurred while on business related travel for authorized transportation, accommodation, meals and incidental expenses.
- (2) The amounts listed in Section 6 and Section 7 are inclusive of HST.
- (3) The HST is not applicable to the per diem rates for travel in the USA and International.
- (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:

- (i) **Travel:** Standard commercial transportation at economy class unless otherwise approved by a manager.
  - (ii) **Accommodation:** Standard commercial accommodation. (Additional costs incurred for luxury accommodation will not be reimbursed.)
- (6) **Mileage (Kilometer) Rates**

The rates payable in cents per kilometer for pre-authorized use of private cars is \$0.475.

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

(7) **Meals and Allowances**

The rates payable in cents per kilometer for pre-authorized use of private cars is \$0.475.

(7.1) In Canada:

<b>Individual Meal Allowances</b>	<b>Can\$</b>
Breakfast	12.15
Lunch	12.75
Dinner	34.10

(7.2) USA and International Travel: same as above converted to the local currency

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

- (i) commercial transportation costs;
- (ii) pre-approved overnight accommodation;
- (iii) reasonable airline baggage fees;
- (iv) taxis, where the charge exceeds \$5.00;
- (v) parking charges;
- (vi) necessary and reasonable calls occasioned by absence from home will be reimbursed. For example, long distance personal 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. GTAA issued cell phones should be used for long distance phone calls, when appropriate. Employees shall coordinate with the ITM department in advance of travel outside of Canada to minimize roaming charges;
- (vii) currency exchange charges;
- (viii) car rental (standard mid-size) if less expensive than taking taxis;
- (ix) use of a company car should be reserved through 'Fleet Commander', and used in accordance with the Use of GTAA Vehicle policy;
- (x) use of personal car (see mileage reimbursement, noted above).



**Note:**

- Employees using personal vehicles for business travel should disclose this usage to their insurance carrier and obtain the appropriate coverage, in accordance with the Business Use of Personal Vehicle Policy.
- Frequent flyer points can be kept by the employee.
- All employees are required to make their own travel arrangements – no central agency bookings.

(7.4) For each day or part day during business travel where overnight accommodation is authorized, a traveler 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 traveler. 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 business related travel 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 kilometers, centered on the workplace.

# APPENDIX D – SHIFT SCHEDULING COMMITTEE

## MEMORANDUM OF UNDERSTANDING

### BETWEEN:

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

And

UNIFOR  
(Hereinafter referred to as the “Union”)

When there is an interest on the part of the manager and/or the majority of the unit to change the schedule, the following will take place:

- (1)
  - (a) A Shift Scheduling Committee will be established, composed of employees from the unit, selected by the unit and will not exceed 4 or be less than 2 members in total. The Manager and the Committee will confer as required to ensure the effective administration of the procedure set out in this memorandum.
  - (b) A Master Scheduling Committee will be established, composed of employees from the units where there are multiple unit schedule changes. A Master Scheduling Committee shall be composed of no more than (1) employee from each shift covered by the Committee.
- (2) By the end of the first week in September, the Manager will determine and articulate the requirements of the schedule to the Shift Scheduling Committee, including:
  - (a) Headcount
  - (b) Required shift coverage (note - for vacation bidding purposes and operational effectiveness)
  - (c) Desired staffing levels
- (3) The Manager will create a schedule to present to employees or submit the existing schedule for consideration.

- (4) The Manager will provide the Shift Scheduling Committee between five (5) to ten (10) consecutive business days, based on the complexity of the schedule change(s) to prepare and present one or more schedules to the Manager.
- (5) The Manager will confirm which of the schedule(s) proposed under #3 and #4 above meet the operational requirements set out in #2 above, and the schedule(s) will be presented to the unit for voting.
  - (a) If there are more than two (2) schedules being voted on, there will be two (2) votes, with the first vote to establish the top 2 schedules, and the second vote to determine the final schedule
  - (b) If the current schedule meets the operational requirements, it will be included in the vote.
  - (c) The Unit will determine the voting process (i.e. Union lock box, email vote)
- (6) The Manager will confirm the results of the confidential vote to all employees of the unit (# of yes, # of no, # of not voted) and provide a copy of the schedule to the Unit.
- (7) 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.
- (8) Any grievances under Article 'D' shall be filed and heard at the step 2 level by the end of September. The parties will schedule the arbitration in a manner consistent with the timelines set out for vacation bidding, where possible.

# APPENDIX E – CENTRAL DEICING FACILITY SEASONAL MODEL

## MEMORANDUM OF UNDERSTANDING

### BETWEEN:

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

And

UNIFOR  
(Hereinafter referred to as the “Union”)

The following Seasonal Model will apply to all Seasonal Deicing Specialists (herewith referred to as ‘Specialists’):

- (a) Specialists will be guaranteed 29 weeks of pay per Season (40 hrs per week for 29 weeks of the Season);
- (b) The averaging period for hours of work for Specialists on the CDF Seasonal Model will be from September to May with staggered seasonal start dates;
- (c) Specialists will be provided with a schedule. The schedule will set out the following:
  - (i) A fixed shift start time;
  - (ii) No shift will be less than four (4) hours,
  - (iii) End times will remain subject to operational requirements and will be determined day of, however, Specialist are expected to be available for 12-hour periods based on their start time;
  - (iv) There are to be no split shifts;
  - (v) A minimum of two (2) consecutive scheduled days of rest (RDO);
  - (vi) No Specialist will be scheduled for more than six (6) consecutive days;
  - (vii) Shift trades will be allowed in accordance with the provisions set out in the Collective Agreement.
- (d) Regardless of actual hours worked in a pay period, Specialists will be paid 80 hours bi-weekly;

- (e) Specialists are to report to work for each shift unless advised not to report to work with no less than eight (8) hours' notice;
- (f) Shift end times and hours worked will be done so on an equitable basis and actual hours worked will be posted;
- (g) Shift times (Day/ Evening/ Midnight) will be evenly balanced across the Specialists, in accordance with the scheduling provisions in the Collective Agreement.

The hours worked during the Winter Season will be compensated as follows:

**Season – September to May: Compensation Table**

<b>Actual hours worked – within the 29 weeks</b>	Actual regular hours worked will go towards the bank of 1160 hours at straight time.
<b>Actual hours worked – Exceeding 1160 hours</b>	Actual hours worked exceeding 1160 hours will be compensated at the applicable overtime rate.
<b>Actual hours worked on an RDO</b>	Actual hours worked on an RDO will be paid or banked as compensatory time at the applicable overtime rate and will not go towards the bank of 1160 hours. All unused compensatory hours will be paid out at the end of the season.
<b>Approved Leave</b>	Any paid leave, with the exception of sick leave or any allowance (eg Maternity/Paternity Leave) will go towards the bank of 1160 hours at straight time.
<b>Actual hours worked beyond a twelve (12) hour shift</b>	Actual hours worked in addition to twelve (12) hours will be compensated at the applicable overtime rate and will not go towards the bank of 1160 hours.
<b>Mileage</b>	Applicable mileage to be paid on shifts in accordance with the Collective Agreement.

**Statutory Holidays**

With respect to Statutory Holidays:

- (a) The actual/basic hours worked will be applied towards the bank of 1160 hours.
- (b) The Statutory Holiday premiums will be paid out as follows:
  - (i) Time and one-half (1 ½ x) the straight time rate of pay for the first four (4) hours worked and two (2x) times the straight time rate of pay for all hours worked on the holiday in excess of four (4) hours worked.

**Example:**

10-hour shift worked

If a Specialist works 10 hours on a Statutory Holiday, the actual/basic hours worked will be applied to the bank of 1160 hours at straight time. The Statutory Holiday premiums will be paid out: 4 hours (x 1.5 = 6 hours) + 6 hours (x 2= 12hours) = 18 hours in total payment.

**Seasonal Schedules**

To ensure timely, fair and an equitable opportunity for Seasonal Specialists to address their schedule, the following parameters will apply:

- (a) By March 1st, if Management is changing the schedule for the following season/ year or the majority of the unit request to change the schedule, the scheduling development process, as outlined in Appendix 'D' will commence. For this purpose, a change in schedule is deemed to have occurred only if the rotation or start and stop times have changed. If there are no changes or request to change, the current schedule will be retained.
- (b) Any grievances under Appendix 'D' shall be filed and heard at step 2 level by end of March. The parties will schedule the arbitration in a manner consistent with the timelines set out for vacation bidding, where possible.
- (c) During the period of September 1st to October 31st, Seasonal leave requests will be approved on an ad-hoc basis.
- (d) No later than November 1st, the Specialists will participate in the vacation bid process for the current season, in accordance with Article 16 and Article 23, and the final schedule will be posted.

**Meals and Rest Breaks**

Meals and rest breaks will be governed by Articles 16:10 and 16:11 of the Collective Agreement.

**Wash Up Time**

Wash up time will be governed by Article 16:15 of the Collective Agreement.

\*\*The Employer agrees to implement and start the scheduling Appendix 'D' for the 2019-2020 CDF Seasonal year beginning September 2019 to April 2020.

# APPENDIX F – CLASSIFICATION SYSTEM

## MEMORANDUM OF UNDERSTANDING

### BETWEEN:

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

And

UNIFOR  
(Hereinafter referred to as the “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 and 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:

<b>Year</b>	<b>Maximum Total Adjustment per Year</b>
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
August 1, 2006 to July 31, 2007	\$30,000
August 1, 2007 to July 31, 2008	\$30,000
August 1, 2008 to July 31, 2009	\$30,000
August 1, 2009 to July 31, 2010	\$35,000

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.

The parties agree that the application of this memorandum is only relevant and only pertains to employees who filed appeals under Section 7 of this Memorandum and who are currently working in the jobs in which they were working when the appeals were filed. With the exception of the foregoing all the provisions of this Memorandum shall be deemed to have been exhausted.

# APPENDIX F1 – JOB EVALUATION PLAN

## MEMORANDUM OF UNDERSTANDING

### BETWEEN:

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

And

UNIFOR  
(Hereinafter referred to as the “Union”)

- (1) The parties agree to the Job Evaluation Plan (“the Job Evaluation Plan”), as developed and implemented in June 2005 by the joint committee of the Employer, the predecessor bargaining agent and Deloitte and Touche, and this applies to all jobs in the bargaining unit.
- (2) The parties agree that the aforementioned Job Evaluation Plan is gender neutral, and complies with Section 11 of the Canadian Human Rights Act (the Act).
- (3) The parties agree that those positions migrating from the #0005 and #2002 bargaining units, as well as the previously excluded positions from the bargaining unit will be matched to a comparable position and slotted accordingly on the appropriate band and step.
- (4) The parties agree that in the event any migrating position does not find a comparable position in the “Job Evaluation Plan”, it will be evaluated in accordance with the “Job Evaluation Plan” and slotted accordingly in the appropriate band and step.
- (5) The parties agree that the position holder(s) of the migrating positions, with the exception of the benchmark positions, and positions which have a comparable position which has been evaluated previously under the “Job Evaluation Plan”, may file a classification appeal if he/she disagrees with the results of the position evaluation. He/she may file a classification appeal within twenty-five (25) working days, outlining in writing the reason(s) for the appeal.

Appeals will be directed to the Employer for consideration.

The Employer shall consider and decide the matter within forty (40) working days following receipt of the appeal.

The Employer shall have the authority to call witnesses and to consider all relevant documentation in rendering its decision.

- (6) The parties agree that if the appeal is not resolved, it will then 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 third party's jurisdiction shall be restricted to this Memorandum of Understanding as well as to the "Job Evaluation Plan" and Memorandum of Understanding signed between the Employer and predecessor bargaining agent on July 25, 2007, copies of which will become addenda to this Appendix "F".

The third party will have appropriate expertise in the field of job classification and evaluation system. The parties shall share the costs of the third party equally.

- (7) The parties agree that if the position of a migrating employee is slotted in a band and step which provides for a lower rate of pay, his/her pay rate and position will be frozen and he/she will continue to be paid at his/her current pay rate. However, he/she will receive bi-weekly lump sum payments equivalent to the general economic increases. Such lump sum payments shall be subject to applicable taxes and shall not be included in the calculation of health benefits or pension contributions. The employee shall be rate protected until his/her classification's maximum exceeds his/her rate of pay.

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

# APPENDIX F2 – JEC MEMORANDUM OF SETTLEMENT

## MEMORANDUM OF UNDERSTANDING

BETWEEN:

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

And

UNIFOR  
(Hereinafter referred to as the "Union")

**Memorandum of Understanding**  
between  
**the Greater Toronto Airports Authority (the Employer)**  
and  
**the Public Service Alliance of Canada Local 00004 (the Union)**

It is agreed by the parties that, subject to ratification, the conversion of all active employees to the new GTAA Classification System shall take effect on August 1, 2007, immediately preceding the annual economic increase of 3% contained in the collective agreement between the parties, in accordance with the terms and conditions contained in the appended documents:

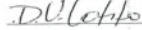

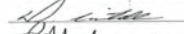

- 1) Point breaks
- 2) Salary grids
- 3) Official document containing all job titles and their point totals according to the classification system.
- 4) Pay notes document

Where there is a conflict between this MOU and Appendix F of the collective agreement between the parties, this document shall take precedence.

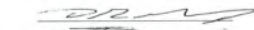

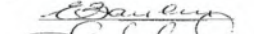
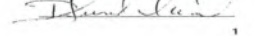
Both parties agree that to the best of their knowledge, the job evaluation plan, as developed by the parties, complies with the Canadian Human Rights Act (pay equity).

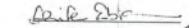

Signed this 25<sup>th</sup> day of July, 2007.

Signed for the Employer

Signed for the Union

  
  
JULIEN MARTIN


V.L. #

## Point Breaks

Grade	Point Band Structure			Band Width
	From		To	
1	350	-	415	66
2	416	-	486	71
3	487	-	563	77
4	564	-	647	84
5	648	-	735	88
6	736	-	839	104
7	840	-	948	109
8	949	-	1067	119
9	1068	-	1196	129
10	1197	-	1338	142

## Salary Grids

August 1, 2007, prior to the 3% economic increase

### Hourly Rates of Pay

Band	Step 1	Step 2	Step 3	Step 4	Step 5
1	18.29	18.75	19.21	19.66	20.12
2	19.57	20.06	20.55	21.04	21.53
3	20.95	21.47	21.99	22.52	23.04
4	22.41	22.97	23.53	24.09	24.65
5	23.98	24.58	25.18	25.78	26.38
6	25.65	26.30	26.94	27.58	28.22
7	27.45	28.14	28.83	29.51	30.20
8	30.75	31.51	32.28	33.05	33.82
9	34.44	35.30	36.16	37.02	37.88
10	38.57	39.54	40.50	41.47	42.43

### Annual Rates of Pay - 37.5 hour week/52.176 weeks

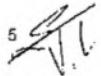
Band	Step 1	Step 2	Step 3	Step 4	Step 5
1	35788	36683	37577	38472	39367
2	38296	39253	40211	41168	42126
3	40982	42006	43031	44056	45080
4	43846	44942	46038	47134	48230
5	46923	48096	49269	50442	51615
6	50196	51451	52705	53960	55215
7	53718	55061	56403	57746	59089
8	60157	61660	63164	64668	66172
9	67378	69063	70747	72432	74116
10	75471	77358	79245	81132	83019

### Annual Rates of Pay - 40 hour week/52.176 weeks

Band	Step 1	Step 2	Step 3	Step 4	Step 5
1	38174	39128	40083	41037	41991
2	40849	41870	42892	43913	44934
3	43714	44807	45900	46993	48085
4	46769	47938	49107	50276	51446
5	50051	51302	52554	53805	55056
6	53542	54881	56219	57558	58896
7	57299	58731	60164	61596	63029
8	64167	65771	67375	68980	70584
9	71870	73667	75464	77260	79057
10	80503	82515	84528	86541	88553

## Pay Notes

- 1) i) An employee reclassified to a level where his/her new maximum rate exceeds his/her current salary shall be paid at the step in the new pay scale which is nearest to but not less than the employee's current rate of pay.  
ii) Notwithstanding i) above, employees in the following ticketed trades: carpenter's, welders, mechanics, millwrights, plumbers, electricians, will be positioned on a minimum of step 3 or higher.
- 2) i) If an employee is reclassified to a level for which the maximum salary is less than the employee's current rate of pay, the employee will be salary protected. That is to say, s/he will continue to be paid at his/her current rate, although the employee will no longer receive annual general economic increases or salary increments. The employee shall be salary protected until their classification's maximum exceeds their salary.  
ii) All active salary protected employees as referred to and defined in 2)i), in the bargaining unit as of August 1, 2010 will receive a bi-weekly allowance equal to the total value of the annual wage increase negotiated between the parties. An employee will continue to receive this allowance until such a time as their classification's maximum exceeds their salary. The allowance shall be subject to the withholding of tax and shall not be included in the calculation of health benefits or pension contributions.
- 3) All salary protected employees, as referred to and defined in 2)i) shall receive a lump sum payment equivalent to 3% of salary within thirty (30) days of implementation of the new classification plan. Such lump sum payments shall be subject to the withholding of tax and shall not be included in the calculation of health benefits or pension contributions.
- 4) The total lump sum pay-outs to salary protected employees shall not exceed five hundred thousand (500,000) dollars, in accordance with clause 10 of Appendix F in the collective agreement between the parties. Any monies remaining following the initial lump sum payments rendered under 3) above shall be disbursed to employees who remain salary protected on August 1, 2008, in amounts pro-rated to their current salaries.
- 5) All lump sum payments referred to in 3) and 4) shall be made to employees by separate cheque and shall not be included in their regular bi-weekly pay.
- 6) Employees will have the right to appeal their new classification in accordance with Appendix F of the collective agreement between the parties.

5  


Position Title (JEC Job Evaluation)	Points
Statistics Clerk	373
Data Access Clerk	381
Courier Services/Material Handler	400
Receptionist	408
Administrative Coordinator	441
Permits Clerk/Coord.	441
Mail Coordinator	448
Secretary	456
Admin. Ass't GM Airside Operations	456
ASU Admin. Assistant	456
Admin. Ass't Concessions	456
Admin. Ass't Risk Mgmt & Insurance	456
Secretary GM Constuction Services	456
Sec/Admin Ass't Sen Mgr Landside Ops	456
Secretary GM ADP	456
Secretary to GM Sched & Cost Control	456
Admin. Ass't Accounting Ops	456
Leasing Assistant	456
Admin Ass't to Fire Chief	456
Facilities Maintainer	468
Inventory & General Services Clerk	468
Terminal Development Budget Coord.	468
Accounts Payable Clerk Cheque Proc.	468
Accounts Payable Clerk	468
General Services Coordinator	478
Traffic & Signage Ass't	480
Revenue Billing Clerk	481
Labourer	483
Admin Assistant Contracting	486
Admin Ass't Corp & Cultural Programs	486
Admin. Support/General Services Coord	498
Commercial Vehicle Clerk	501
Custodial Inspector	515
CADD Technologist	536
Admin & Operations Assistant	540
Buyer	544
Buyer/WHMIS Coord.	544
Maintenance Dispatcher	556
Concessions Officer	556
Facility Implementation Info Coord	556
Admin Ass't to Mgr Analysis & Rev	556
Credit, Collection & Concession Clerk	558
Credit & Collection Clerk	558
Admin. Ass't to Mgr Prof Services	559
Admin Ass't to GM Project Services	559
Admin. Ass't Dir. IT & T	559
Admin Ass't to Dir Airport Planning	559
Accounting Clerk	559
Admin Ass't, GM T3 Redevelopment	559
Admin Ass't, GM IT & T	559
Admin. Ass't to Sen Mgr Grdside & Buss	559
Admin Ass't to the Controllor	559
Storesperson	565
Corporate Activities Coord	568
Terminal Analyst	569
Administrative Assistant	571
Administrative Ass't Senior Mgr Utilities	571
Admin Ass't to Mgr Airside Safety	571
Statistical Analyst	581
Data Researcher	581
Payroll Administrator	586
Information Analyst	586
Painter	588
Marketing Coord.	589
Thermal Energy Systems Tech.	596
Terminal Specialist	596
AMMS Coordinator	601
Webmaster	601
Admin Assistant Director TDP	604
Graphic Designer	608
Operator, Building Mgmt Systems	609
Disposal & Fuel System Coord.	611
Painter Pavement Markings	618
Commercial Vehicle Compliance Officer	624

PAGE 6/11



Coordinator Lease Light Vehicles	626
Lead Hand Labourer	633
Slot & Facility Coordinator	641
Baggage System Coordinator	641
Traffic & Signage Officer	643
Parking Officer	644
Media & PR Officer	646
Communications/Graphics Coord	646
Sign Maker	651
Technical Trainer	658
Airfield Maintenance Specialist	659
Pass / Permit Clerk	669
Maintenance Dispatch Supervisor	676
Commercial Vehicle Systems Ops Off.	676
Key Control Officer	681
Carpenter	681
Logistics Officer	698
Senior CADD Technologist	698
Logistics Specialist	701
Deicing Inspector	703
Technical Support Specialist HVAC & Cont	714
Construction Control Officer	716
Resource Coordinator	721
Forecasting Analyst	728
Welder	738
Supervisor, Pavement Markings	746
Financial Admin Ass't Supervisor	751
Network Analyst	751
UNIX/SAN Administrator	751
Design CADD Senior Technologist	758
Noise Management Specialist	760
Enforcement Specialist	763
Project Cost Analyst	763
Contracting Officer	766
Senior Buyer	766
Corporate Protocol & Events Coord	766
Officer Pass Permit	776
Land Use Plannng Officer	778
Change Control Analyst	778
Desktop Asset Coord.	778
Sup't Building Systems	778
Civil Engineering Technologist	790
Parking Coordination Officer	794
Supervisor Sign Painters	801
Loss Control Coordinator	803
Architectural Technologist	803
Sup't CADD Operations	808
Supervisor, Accounts Payable	811
Sup't Budget & Cost Control	811
Credit & Collections Supervisor	811
Supervisor, Building Mgmt Systems	819
Revenue Billing Supervisor	824
Plumber	825
Millwright	825
Mechanic	825
Airfield Maintenance Tech Inspector	830
Emergency Planning Off. Prgm Mgmt	835
Senior Rep Concessions	836
Deicing Officer	850
Intermediate Systems Analyst	850
Airside Safety Officer	855
Foreman Airfield Maintenance	858
Emergency Planning Off. Training	860
Electrical Project Coord Airside	863
Operations Planner Terminal Coord	863
Senior Noise Mgmt Specialist	863
Engineer, Conveyance & Controls	863
Technical Inspector SMS	865
Airport Ops Support Specialist	870
Emergency Planning Off. Life Safety	873
Supervisor Pass Permits Office	881
Senior Land Use Planner	881
Electrician - Airfield	885
Building Electrician	885
Facility Implementation Plumbing Coor	890

PAGE 7 V.I.

Facility Implementation Conv Coord	890
Facility Implementation Struc Coord	890
Facility Implementation Elect Coord	890
Apron Operations Officer	903
Senior Rep Leasing Property	908
Aviation Standards Officer	908
Sup'l Life Safety Systems	908
Sup'l Inventory & Disposal Services	910
Commercial Vehicle Coordinator	916
Environmental Technician	918
Civil Engineer	921
Sup'l Purchasing	931
Senior Rep Leasing, Terminal, Property	938
Sup'l Eng DB, App. And Web Admin.	941
Construction Engineer	953
Sup'l Prog Dev Facilities Eng	953
Project Services Officer	955
Senior Mechanic	966
Superintendent, Statistics	969
Plumbing/Heating Technical Support Specialists	976
Millwright Technical Support Specialist	976
BES Technical Support Specialist	976
Structural Trades Tech Support Specialist	976
Airfield Electrical Tech Inspectors	978
Business Analyst Facility Coord	998
Project Controls Officer	998
Environmental Officer	998
TDC-GIS Analyst	999
Electrical Project Coord.	1003
Security Technical Systems Specialist	1006
Plumber Project Coord.	1006
Electrical Project Coord.	1013
Life Safety Engineer	1013
Transportation Engineer	1013
Elect,wireless & Sec Sys Tech Access	1013
Elect,wireless & Sec Sys Tech PA & Int	1013
Elect,wireless & Sec Sys Tech PRMS	1013
Systems Analyst	1013
Supervisor, AOCC	1035
Supervisor, Airside Safety Officers	1053
Senior Systems Analyst	1058
Superintendent, Contracting	1064
Superintendent, Apron Operations	1068
Senior Env'l Officer/Meteorologist	1086
Senior Systems Analyst - supervisory	1088
Project Manager	1118
Electrical Engineering Technologist	1118
Electrical Technologist	1118
Project Manager	1118
Project Manager	1118
Manager, Land Use Planning	1134
Senior Network Analyst	1181
Systems Specialist	1220
Senior Env'l Officer	1220
IT & T Projects Engineer	1233
Mechanical Engineer	1233
Systems Specialist - supervisory	1250
Senior Architect	1263
Engineer, Civil Projects	1265
Electrical Engineer	1275
Civil Project Engineer	1280
Project Manager Level 3	1280
Municipal Engineer	1308
Project Manager (Vendetti)	1323

*Page 8 VL*

# APPENDIX G – JOB EVALUATION

## MEMORANDUM OF UNDERSTANDING

### BETWEEN:

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

And

UNIFOR  
(Hereinafter referred to as the “Union”)

- (1) The Employer will establish a Job Evaluation Committee (JEC) composed of at least three (3) representatives from Human Resources. The JEC will not include a Business Partner responsible for the client group of the disputed position.
- (2) The Committee will be responsible for only considering requests where the Union alleges that there has been a significant change in a position since its latest rating or appeal, if any, which is sufficient to move the position to a higher band level.
- (3) The Union may initiate a position review by submitting a request in writing to the Committee. The Union’s request will be accompanied by a written brief setting out the reasons why the Union maintains the position should be moved to a higher band level. The Union will provide the Committee with copies of all documents upon which the Union intends to rely.
- (4) The Committee will meet with the Union and the affected employee (or one employee from an affected group) to review the request and receive any supporting submission. JEC Committee meetings for this purpose will be scheduled for one half (1/2) day every two months. The Union Representative will not be from the classification which is the subject of the review.
- (5) The Committee will provide the Union with its determination in writing as to whether a significant change which is sufficient to move the position to a higher band level has occurred. The Committee’s determination will be made in accordance with the principles of the Job Evaluation Plan and will include its decision and rationale. Under no circumstance will the response be later than the next scheduled JEC meeting.
- (6) Benchmark positions can be included in this Appendix, however, if a different rating to a benchmark position occurs, the original rating and job description will still serve as the official benchmark to the job evaluation plan.

## **(7) APPENDIX H – SEASONAL OVERTIME**

### MEMORANDUM OF UNDERSTANDING

#### BETWEEN:

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

**And**

**UNIFOR  
(Hereinafter referred to as the "Union")**

The Employer and the Union agree as follows:

- (1) A seasonal employee shall be paid for overtime except where, the employee elects for the overtime to be compensated by leave with pay. The duration of such leave shall be equal to the overtime worked multiplied by the applicable overtime rate. Payment of such leave shall be at the seasonal employee's regular straight-time rate of pay in effect on the date immediately prior to the date on which the leave is taken.
- (2) All unused compensatory or lieu time will be paid out at the end of the winter season. If a seasonal employees' contract is extended beyond the winter season, the employee may elect to maintain the hours in the bank until the end of the extended contract or July 31st, whichever comes first. At this time all banked time will be paid out.
- (3) The GTAA will allow a seasonal employee to accumulate and carry over to the next calendar year a maximum of two and one half (2 ½) weeks of vacation leave.

# APPENDIX I – EXPEDITED ARBITRATION PROCESS

## MEMORANDUM OF UNDERSTANDING

BETWEEN:

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

And

UNIFOR  
(Hereinafter referred to as the “Union”)

### OVERVIEW

(A) The parties recognize that the constructive resolution of differences related to the interpretation, application, administration or alleged contravention of the Collective Agreement is to their advantage and to the benefit of the bargaining unit. The mediation/arbitration procedure is intended to afford both parties the opportunity to represent their interests and obtain prompt and practical results. Both parties agree that effective dispute resolution has the potential to not only strengthen the relationship between the Company and the Union, but also to contribute to employee satisfaction, productivity and safety in the workplace.

### (B) MEDIATION - ARBITRATION PROCESS

Subject to a party's election under Article 13:12, grievances not resolved at Stage 2 of the grievance procedure will be resolved in the following Mediation - Arbitration process:

### (C) ISSUES IN DISPUTE

The Union will forward a brief summary of its case identifying particulars and any reliance authorities to the Employer and the Arbitrator at least ten (10) days in advance of the scheduled date of the mediation – arbitration. The Employer will respond in kind within five (5) days of receipt of the Union's summary. In reverse onus situations the Employer will provide its brief first and the above timelines shall apply.

## (D) MEDIATION

- (1) The mediation process is confidential and without prejudice. Confidentiality relates to any submissions, offers and settlement discussions between the parties and their representatives in the mediation process. The mediator may not discuss outside the mediation process any information disclosed in the course of the mediation.
- (2) The mediation sessions are settlement negotiations and are inadmissible in any litigation. Neither party will require the mediator to testify or produce records or notes in any further proceedings. No transcript will be kept of the mediation.
- (3) Statements made and documents produced in the mediation session, and not otherwise discoverable, are not subject to disclosure through discovery or any other process and are not admissible into evidence for any purpose, including impeaching credibility.
- (4) The mediator may determine the process to be followed. The mediator may meet with the parties individually or collectively. He may ask for additional information or documents. He may disclose any information provided by either party to the other party unless specifically requested not to do so by the party making the disclosure.
- (5) Neither party will introduce as evidence in subsequent proceedings any views expressed or suggestions made by the other party with respect to any settlement, nor any submissions or admissions made by the other party in the course of the mediation or the fact that a party had indicated a willingness to accept a proposal or recommendation for settlement made by the mediator.
- (6) The mediation process is a voluntary process. It continues to be voluntary throughout. It may be terminated at any time by either party.
- (7) The mediator shall prepare, or facilitate the preparation of, a written memorandum outlining any settlement reached by the parties and the memorandum will be signed by the parties (unless it is agreed that the terms of settlement may be recorded in a letter from the mediator and confirmed by the parties). Any Settlements or Minutes of Settlement shall be without prejudice unless specifically agreed by the parties to be without prejudice.
- (8) The mediator is an independent, impartial professional, and is not an agent or employee of either party. The mediator has no investment in any particular result of the mediation and is not paid based on any mediated settlement. The fees of the mediator will be shared equally by the parties, unless otherwise agreed.

**(E) ARBITRATION**

- (1) In the event that the mediation is not successful, the parties, by mutual agreement, may proceed immediately in accordance with the following process. The Mediator in section "D" above will be the Arbitrator. The parties and the Arbitrator shall agree upon the extent to which the evidence put forward during the mediation process should be considered evidence for purposes of the arbitration and such additional evidence (if any) is to be presented for purposes of the arbitration.
- (2) The Arbitrator shall apply the principles of natural justice and shall not be bound by the strict rules of evidence, but may receive any evidence submitted to him by the parties that the Arbitrator believes to be relevant to the matters in controversy or that will enable the Arbitrator to arrive at a fair and proper decision. The Arbitrator shall have full power and authority to rule on any questions of law applying to the admission of evidence or determination of the issues. The Arbitrator shall have all the powers and authority as an arbitrator provided under the Canada Labour Code and the current collective agreement between the parties.
- (3) All presentations are to be short and concise. They will include a comprehensive opening statement.
- (4) The Arbitrator shall within ten (10) days after the close of the hearing deliver his decision, subject to any reasonable delay due to unforeseen circumstances. The decision shall be in writing and shall set forth the facts as found by the Arbitrator, apply the law and state the determination of the issues in dispute.
- (5) The decision shall be final and binding on the parties. The decision shall be enforceable in any court of competent jurisdiction and in the same manner as any other judgment of the said court.
- (6) The fees and expenses of the Arbitrator shall be borne equally by the parties unless otherwise agreed.

**(F) MEDIATOR/ARBITRATOR**

The Union and Employer appoint Tom Hodges to serve as the sole mediator/arbitrator in this process. He may be replaced at any time by the written mutual agreement of the Union and Employer. If Tom Hodges or any replacement is unable to continue to serve as the sole mediator/arbitrator, the Union and Employer will attempt to agree on an alternate. If the parties do not reach an agreement each party will nominate a mediator/arbitrator. The nominees will serve on a rotating basis. The process for replacing any mediator/arbitrator must be completed within thirty (30) calendar days of the serving mediator/arbitrator's removal.

# APPENDIX J – GROUP HEALTH BENEFITS REVIEW

## MEMORANDUM OF UNDERSTANDING

### BETWEEN:

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

And

UNIFOR  
(Hereinafter referred to as the “Union”)

Effective January 1, 2014, (to be validated with Sun Life) all UNIFOR bargaining committee members will be consolidated into the former PSAC 0004 Group Health Benefits Plan (Plan # 056347), with the following exceptions:

- (1) The Accidental Death and Dismemberment benefit of the former CAW Local 2002 Group Health Benefits Plan will be included in the referenced consolidated plan;
- (2) A dispensing fee cap of \$10 will be included in the referenced consolidated plan;
- (3) The Dental Plan of the former Terminal 3 CAW Local 2002 Group Health Benefits Plan will be included in this referenced consolidated plan;
- (4) All Short Term Disability benefits will remain status quo for the individual groups but will not be consolidated into the referenced plan, however the short term disability coverage period shall not exceed the elimination period for LTD coverage. All other benefits for employees in these groups shall be based on the negotiated, consolidated benefits plan.

Employees who are part of one of the groups that currently are entitled to Short Term Disability coverage would be given a one-time option to transfer into the Sick Credit accumulation program as provided under Article 24:07 of this collective agreement. The option will be available until December 31, 2013, and if an employee makes an election to transfer, the decision shall not be reversible. The specific application of this option for the two affected employee groups within the bargaining unit is as follows:

- (i) **T3 employees formerly covered by the CAW Local 2002 collective agreement**
  - Should these employees elect to transfer into the sick leave accrual under Article 24:07, they would immediately start to accrue sick leave



credits in accordance with the terms and conditions in Article 24:07 of this agreement.

- Should these employees elect to retain their current Short Term Disability entitlement, their entitlement would continue to maintain the current level of coverage at 75% of their base rate of pay. However, the coverage period would be reduced from twenty-six (26) weeks to thirteen (13) weeks based the elimination period for Long Term Disability benefits. In addition, employees in this group that make this election shall retain their current entitlement to accrue sick leave credits on the basis of 8 hours per month.
- These employees shall retain all accrued, unused sick leave entitlements as of the date of ratification, irrespective of which option is selected.

(ii) **The “Inclusions”**

- Should these employees elect to transfer into the sick leave accrual protocol under Article 24:07, their initial sick bank would be set to fifteen (15) days (112.5 hours or 120 hours based on their standard hours of work) as they were previously not entitled to accrue sick credits during the course of their employment.
- Should these employees elect to retain their current Short Term Disability entitlement, their entitlement would be reduced from their current sixteen (16) week entitlement based on the Non-Unionized Short Term Disability Policy to thirteen (13) weeks based on the elimination period for Long Term Disability benefits. Their entitlement shall be determined based on the following table:

<b>Length of Service</b>	<b>Duration of 100% Salary</b>	<b>Duration of 75% Salary</b>
1 Year	2 Weeks	11 Weeks
2 Years	3 Weeks	10 Weeks
3 Years	4 Weeks	9 Weeks
4 Years	5 Weeks	8 Weeks
5 Years	8 Weeks	5 Weeks
6 Years	9 Weeks	4 Weeks
7 to 9 Years	10 Weeks	3 Weeks
10 or More Years	13 Weeks	Nil

- (5) A Co-ordination Option will be provided for Extended Health Care/Dental Benefits with the following parameters:
- (i) There will be no cost to employees who select this option;
  - (ii) Employees who select the Co-ordination Option will be required to remain in it for a minimum of 12 months. The only exception to the 12-month minimum shall be if the employee experiences a significant life event affecting their decision to opt for this coverage (i.e. loss of spousal benefit coverage, change in marital status, etc.);
  - (iii) Coverage is comprised of: 20% reimbursement for Extended Health Care, 20% reimbursement for eligible preventative and basic dental procedures and 50% reimbursement for major orthodontic procedures; a \$500 annual Health Care Spending Account. All other benefits coverage shall be as per the consolidated plan.
- (6) A Mandatory Generic Substitution feature which limits the ingredient cost of a drug charge to that of the lowest cost alternative. Where there is a generic interchangeable drug (a generic equivalent), then the generic drug will be dispensed or the plan member will be reimbursed up to the cost of the generic equivalent (unless the physician indicates there can be no substitution for medical reasons and completes documentation to that effect).
- (7) Coverage will be maintained for any members who, as of the date of ratification:
- (i) are in receipt of drugs that are not included under the PSAC 004 plan
  - (ii) are in receipt of nursing home and/or chronic care hospital coverage and are currently in care.

# APPENDIX K – CAAT – DB PLUS PENSION PLAN

## MEMORANDUM OF UNDERSTANDING

COLLEGE OF APPLIED ARTS AND TECHNOLOGY (“CAAT”) DBPLUS PENSION PLAN  
(Hereinafter referred to as “CAAT DBplus”)

BETWEEN:

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

And

UNIFOR  
(Hereinafter referred to as the “Union”)

**Definition: Transition means the cessation of contributions to the DC Plan and commencement of contributions to CAAT DBplus on the transition date.**

**WHEREAS** the Union has requested, through its contract proposals, that the Employer transition its Unifor bargaining unit employees from the Defined Contribution Pension Plan maintained by the Employer (the “DC Plan”) to CAAT DBplus, for future service on and after the Transition Date (as defined herein); and

**WHEREAS** the Parties have reached an agreement through their negotiations for a renewal collective agreement to transition the Employer’s Unifor bargaining unit employees from the DC Plan to CAAT DBplus, for future service on and after the Transition Date; and

**WHEREAS** Article 28:09 of the renewal collective agreement refers to the Employer and Union members each making contributions of “6.5%” towards CAAT DBplus;

**NOW THEREFORE**, the Parties agree to the following:

- (1) At the request of the Union, the Employer intends to provide for the participation of the eligible Unifor bargaining unit employees in CAAT DBplus as of January 1, 2021, subject to the terms set out herein and in Article 28:09 of the collective agreement. However, it is acknowledged and agreed that the “Transition Date” for the purposes of Article 28:09 of the collective agreement and this Memorandum of Understanding may be a date that is on or after January 1, 2021, based upon factors including the ability of the administrator of CAAT DBplus to accommodate this transition as of January 1, 2021;
- (2) The Union represents and warrants that it has completed all due diligence that it deems necessary with respect to CAAT DBplus and has determined that it

would be in the best interests of the Unifor bargaining unit employees to cease contributions in the DC Plan and to commence contributions in CAAT DBplus on and after the Transition Date. The Union acknowledges that in facilitating this transition at the request of the Union and in entering into this Memorandum of Understanding, the Employer provides no representations/warranties, assurances or guarantees to the Union or to the Unifor bargaining unit employees in respect of the same. The Union further acknowledges that the Employer is not entering into this Memorandum of Understanding in its capacity as administrator of the DC Plan;

- (3) The Union represents and warrants that it understands the risks associated with the participation of the Unifor bargaining unit employees in CAAT DBplus, that Unifor bargaining unit employees have received sufficient information about the terms of participation in and continued membership in CAAT DBplus including any related risks;
- (4) The Union acknowledges that the Employer is not the administrator of CAAT DBplus and it is understood and agreed that the legal obligations of the Employer under CAAT DBplus are limited to the Employer's express obligations under the terms of CAAT DBplus and applicable laws which, without limitation, would not include responsibility for the ongoing administration, investment or governance of CAAT DBplus;
- (5) The Employer contributions of "6.5%" (the "Fixed Employer Contributions") and the Employee contributions of "6.5%" are fixed and shall not change unless mutually negotiated otherwise between the Employer and the Union and any such change is accepted by the administrator of CAAT DBplus (provided, that it is understood and agreed that the Employer and Employee contribution rate may be equally reduced by CAAT, acting in its sole discretion, including where doing so would be required or permitted under CAAT's funding policy for CAAT DBplus). For greater certainty, it is acknowledged that the sole funding obligation of the Employer under CAAT DBplus is to remit the Fixed Employer Contributions identified in this paragraph (as such amounts may be modified as described herein) and that the Employer's initial and ongoing participation in CAAT DBplus is conditional upon the Employer having no obligation (or contingent obligation) to remit any additional contributions, including in respect of any solvency deficiency, going-concern unfunded liability or wind-up deficit under CAAT DBplus, and, other than as required under the participation agreement having no employer withdrawal liability under CAAT DBplus should the Employer ever cease to participate in the plan.
- (6) Within 90 days following ratification of the collective agreement, the Employer will consult with the Union regarding the ability/process for employees to transfer their account balances held under the DC Plan to CAAT DBplus, provided that in all circumstances the ability to do so, and timing thereof,

remains subject to the discretion of the Employer to permit any such transfers (subject to applicable law), any required regulatory approvals and the consent of the administrator of CAAT DBplus to any such transfers;

- (7) Notwithstanding anything to the contrary in this Memorandum of Understanding or in Article 28:09 of the collective agreement, it is acknowledged and agreed that the participation of the Employer in CAAT DBplus in respect of the affected members of the bargaining unit is conditional upon the Employer entering into a participation agreement with CAAT on terms that are acceptable to the Employer, acting in its sole discretion (including, without limitation, the Employer obtaining any such assurances that it deems necessary to ensure that the Employer's funding obligations under CAAT DBplus shall at all times remain limited to remitting the Fixed Employer Contributions) and that Article 28:09 of the collective agreement and this Memorandum of Understanding (with the exception of paragraph 9) shall be deleted in their entirety and Articles 28:08(b) (i), (ii) and (iii) of the collective agreement shall continue to operate if the Employer is unable to do so. Provided the participation agreement with CAAT meets the criteria set forth above, the Employer shall not unreasonably refuse to enter into such participation agreement.
- (8) Notwithstanding anything to the contrary in this Memorandum of Understanding or in Article 28:09 of the collective agreement, it is acknowledged and agreed that the Employer may, in its sole discretion, elect to withdraw from CAAT DBplus in the event of any changes to applicable law or the terms of CAAT DBplus which result in the Employer's funding obligations ceasing to be limited to remitting the Fixed Employer Contributions. For greater certainty, this would include, without limitation, any requirement for the Employer to make any contributions to fund a solvency deficiency, going concern unfunded liability, wind-up deficit or the imposition of any employer withdrawal liability, including where any such funding requirement is contingent upon the occurrence of another event such as plan wind-up or the subsequent withdrawal of the Employer from CAAT DBplus. If the Employer has elected to cease its participation in CAAT DBplus in accordance with this paragraph, the Employer shall notify the Union and the Employer and the Union shall enter into good faith discussions regarding the establishment or participation in successor fixed cost pension and/or retirement plan arrangements for affected members of the bargaining unit (the "Successor Arrangements"). Until such time as the Successor Arrangements have been established, the Employer shall provide each affected member of the bargaining unit with additional compensation (in such form

determined by the Employer) that is equal to the Fixed Employer Contributions that the Employer would have otherwise made under CAAT DBplus in respect of each such employee.

- (9) Subject to the Employer complying with its obligations under this Memorandum of Agreement and Article 28:09 of the collective agreement, the grievance process set forth in the collective agreement shall not apply to: (i) the ongoing participation of the Unifor bargaining unit employees in CAAT DBplus; (ii) the transition of Unifor bargaining unit employees from the DC Plan to CAAT DBplus; or (iii) the exercise of the Employer's discretion pursuant to paragraph 7 of this Memorandum of Understanding to not participate in CAAT DBplus or pursuant to paragraph 8 of this Memorandum of Understanding to cease its participation in CAAT DBplus.