

**Collective Agreement
Between
Greater Toronto Airports Authority
And
National Automobile, Aerospace, Transportation and
General Workers
Union of Canada
(CAW-Canada)
Effective July 24, 2009 to July 31, 2013**



11857(04)

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Article 1 - Purpose

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

Article 2 – Interpretations and Definitions

2:01 For the purpose of this Agreement:

- (a) “Union” means the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada)
- (b) “allowances” means compensation payable for the performance of special or additional duties;
- (c) “annual rate of pay” means an employee’s weekly rate of pay multiplied by fifty-two point one seventy-six (52.176)
- (d) "bargaining unit" means the employees described in the Recognition Article;

- (e) "compensatory leave" means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's rate of pay as calculated on the day immediately prior to the day on which leave is taken;
- (f) "daily rate of pay" means an employee's hourly rate of pay times his normal number of hours of work per day;
- (g) "day of rest" in relation to a full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of the employee being on leave or absent from duty without permission;
- (h) "employee" means a person who is a member of the bargaining unit;
- (i) "Employer" means the Greater Toronto

Airports Authority;

- (j) "holiday" means:
 - (i) the twenty-four (24)-hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement;
 - (ii) however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked:
 - (a) on the day it commenced where half (1/2) or more of the hours worked fall on that day,
 - (b) on the day it terminates where more than half (1/2) of the hours worked fall on that day;
- (k) "hourly rate of pay" means the employee's

weekly rate of pay divided by the employee's normal weekly hours;

- (l) "leave" means authorized absence from duty by an employee during his or her regular or normal hours of work;
- (m) "pay" means basic rate of pay as specified in Appendix "A".
- (n) "spouse" includes "common-law spouse" and "same sex spouse".
- (o) a relationship of "spouse" exists when, for a continuous period of at least one year, an employee has lived with a person of the opposite or same sex, publicly represented that person to be his/her spouse and continues to live with the person as if that person were his/her spouse;
- (p) "straight-time rate" means the employee's hourly rate of pay;
- (q) "overtime" means:

In the case of a full-time employee,

authorized work in excess of his scheduled daily or weekly hours of work

- (r) "time and one-half" means one and one-half (1 1/2) times the employee's hourly rate of pay;
- (s) "double time" means two (2) times the employee's hourly rate of pay;
- (t) "weekly rate of pay" means an employee's annual rate of pay divided by 52.176.

Article 3 - Union Recognition

3:01 The employer recognizes the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) as the exclusive bargaining agent for "all employees of the Greater Toronto Airports Authority working at Toronto Pearson International Airport at Mississauga, Ontario excluding Assistant Manager, persons above the rank of Assistant Manager, persons employed in the Legal Department, the Human Resources Department (except the Coordinator General Services, Coordinator Training, Clerk Mail, Clerk Courier Services, and Receptionist), persons employed in the Fire Services

Department (except the Administrative Assistant Emergency Services, and Office Administrator Fire and Emergency Services Training Institute), and Investigator Security Response and Patrol”.

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 & Check-off

- 5:01 Every member of the bargaining unit will become a member of the Union and remain a member in good standing as a condition of employment.
- 5:02 Subject to the provisions of this Article, the Employer will deduct an amount equal to the bi-weekly membership dues from the bi-weekly pay of all employees in the bargaining unit as a condition of employment. Where an employee does not have sufficient earnings in respect of any bi-weekly period to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent pay periods of the employee. For the purpose of applying this clause, deductions from pay for each employee in respect of each pay period will commence with the first full bi-weekly period of employment following the execution of this Agreement.

- 5:03 The Union shall inform the Employer in writing as to the method of calculating Union dues for all bargaining unit employees pursuant to Clause 5:02 and the Employer shall not be held liable for the application of any method of calculation or amendment to such method without first being advised in writing.
- 5:04 This Article does not apply to any employee(s) who establishes an entitlement to an exemption pursuant to the provisions of the Canada Labour Code.
- 5:05 The amount(s) deducted in accordance with Clause 5:02 shall be remitted to the Comptroller of the Union by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deduction(s) made on their behalf respectively.
- 5:06 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer which shall, in any case, be limited to the amount actually involved in the error.
- 5:07 Only the certified bargaining agent shall be permitted to require union membership dues and/or other union

assessments deducted by the Employer from the pay of employees in the bargaining unit.

- 5:08 The Employer agrees to make deductions for Union initiation fees, insurance premiums and assessments (excluding fines or penalties) upon the production of appropriate documentation from the Union.
- 5:09 There shall be no discrimination in respect of employment by reason of membership or activity in the Union. An allegation of such discrimination is subject to the Grievance Procedure.
- 5:10 The amount of the union dues shall be two (2) hours and twenty (20) minutes straight time per month, and a ten (10) dollar initiation fee for new employees as per the CAW constitution. Initiation fees are subject to change according to the Union Local 2002 by-laws.
- 5:11 The Employer agrees to include on the employee's T4 slips, for income tax purposes, the total union dues paid for the year.

Article 6 – Union Access

- 6:01 The Employer agrees to provide a minimum of ten (10) bulletin boards. Reasonable space on bulletin boards

in convenient locations will be made available to the Union for posting of Union notices. Posting of notices or other materials, other than notices of the business affairs of the Union including Union meetings, appointment of Union officers, Union social functions and training information, shall require the prior approval of the Employer. Such approval shall not be unreasonably withheld. The Employer will make available locations on its premises designated by the Employer for the placement of reasonable quantities of literature of the Union.

6:02 A designated representative of the Union may be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings called by the Employer. Permission to enter the premises shall in each case be obtained from the Employer and such permission shall not be unreasonably withheld.

6:03 The Employer shall 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 acting reasonably does not communicate information that the Employer could reasonably

consider adverse to its interests or the interests of its representatives, including information that is the subject-matter of a grievance or a litigious issue between the parties. The Employer reserves the right to limit the use and frequency of use of any equipment or facilities and the premises if it determines, acting reasonably, that there has been an abuse of such equipment, facilities or premises. Bargaining unit employees will receive sufficient access to 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. Not more than one (1) representative shall have jurisdiction or attend to investigate any single incident at any time or as otherwise by mutual agreement of the parties. Agreement shall not be unreasonably withheld.

- 7:04 The Employer shall allow new employees, up to fifteen (15) minutes, to meet with a representative of the Union, at the request of either the Union or the Employee, within fifteen (15) days of the Union being notified by the Employer of the commencement of employment or within fifteen (15) days of the date of commencement of employment, whichever is later.

Article 8 - No Strikes or Lock-outs

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

Article 9 – Information

9:01 Upon ratification of the collective agreement the Employer shall provide the Local Union with a list of names, current departments, position titles, classifications, and hire dates for all employees in the bargaining unit. The Employer shall subsequently provide the Union with an updated list on a monthly basis. The Employer shall also provide to the Local Union upon ratification a list of names, current addresses and telephone numbers for all employees in the bargaining unit and shall provide an updated list annually and a list of changes to names, addresses and telephone numbers monthly.

9:02 The Employer shall provide the Local quarterly with a copy of the Employer's organizational chart which identifies all positions and incumbents with the Greater Toronto Airports Authority.

9:03 The Employer agrees to supply each employee with a copy of the collective agreement within one (1) month after receipt from the printer.

Article 10 - No Discrimination

- 10:01 The Employer and the Union acknowledge and affirm their respective obligations under the Canadian Human Rights Act and jointly agree that there shall be no discrimination in respect of employment by reason of any prohibited ground in the absence of any bona fide occupational requirement contemplated by the said Act. Accordingly, the provisions of this Agreement shall be interpreted and applied in a manner consistent with the Act and Regulations, as amended.
- 10:02 In the event of a violation of this Article by the Employer or the Union, an arbitrator shall have the jurisdiction to hear the complaint and shall have the remedial powers contemplated by the Canadian Human Rights Act, as amended.

Article 11 - Management/Union Consultation Committee

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

the Union agree otherwise.

Article 12 - Sexual Harassment

- 12:01 The Employer, the employees and the Union recognize the right of all persons employed by the Employer to work in an environment free from sexual harassment.
- 12:02 Sexual harassment is a serious infraction and will be dealt with as such by the Employer and may lead to the imposition of discipline.
- 12:03 Sexual harassment means any conduct, comment, gesture or contact of a sexual nature:
- (a) that might reasonably be expected to cause offense or humiliation; or
 - (b) that might reasonably be perceived as placing a condition of a sexual nature on employment or on an opportunity for training or promotion.
- 12:04 The employee who alleges sexual harassment may contact a Human Resources representative who will:

- (a) investigate the matter;
- (b) maintain a strict degree of confidentiality with the employee concerned; and
- (c) take appropriate action to resolve the problem.

12:05 Subject to the provisions of Article 10:03, in the event that the matter is not resolved under clause 12:04, the matter may be referred to the Grievance and Arbitration procedure and shall be handled with all possible confidentiality and discretion by the Employer and the Union.

12:06 An alleged offender, whether or not a member of the bargaining unit, shall be given notice and particulars of the substance of a complaint sufficient to know the full nature of the allegations and shall be given notice of and be entitled to attend, participate in, and be represented at any grievance hearing or arbitration hearing under the agreement.

12:07 At any stage of this procedure an employee may seek assistance and/or involvement of a Union representative.

Article 13 - Grievance and Arbitration Procedure

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

Informal Stage

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

Formal Stage

- 13:03 If any dispute arises between:
- (a) the Employer and an employee(s), or

(b) the Employer and the Union

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

Grievances must have the approval and support of the Union.

- 13:04 The Employer shall have the right to file a grievance concerning the interpretation, application, operation or any alleged violation of the agreement. The Employer grievance shall be formally discussed with the Union for the purpose of resolution. If the matter is not thus settled, then it may proceed to arbitration.
- 13:05 The time limits set out in the Grievance and Arbitration procedures are mandatory and not directory. In calculating all time limits, Saturdays, Sundays, and designated holidays shall be excluded. If the time limits set out are not complied with, then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits or unless the opposing party is in default of the time limits.

- 13:06 A grievance initiated by the Union, or a grievance involving the termination of employment, suspension greater than three (3) days, job posting, safety or health or sexual harassment, shall be processed at Stage 2 in accordance with Clause 13:11.
- 13:07 Employee(s) shall be advised of their right to be represented at any step of the grievance procedure. The Employee(s) and the Union representative shall be given leave with regular pay to attend such meetings. When an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a representative of the Union wishes to discuss the grievance with that employee, the employee and the representative will each be given reasonable leave without loss of regular wages for this purpose.
- 13:08 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee of the title of the person so designated. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom this grievance procedure applies.

- 13:09 Stage 1, described in Clause 13:10, may be bypassed by mutual written agreement of both parties.
- 13:10 [Stage 1.] Within twenty-five (25) days of the Employee(s) becoming aware of the matter giving rise to the grievance, the Employee(s) or the Union may submit a written grievance to the Employer representative, including the details of the grievance, the Article(s) of the agreement considered to have been violated and the redress requested. Within ten (10) days of receipt of the grievance, the Employer and the Union shall schedule a date for a grievance meeting between the responsible manager, the Union representative and the Employee(s). The responsible manager shall give a written response to the Employee(s) and the Union representative within ten (10) days of the date of the grievance meeting. If, within the ten (10) day period above, a date for the grievance meeting has not been scheduled, or if the written response is not given within ten (10) days of the date of the grievance meeting, the Union may refer the grievance on to Stage 2.
- 13:11 [Stage 2.] If the grievance is not settled to the grievor's satisfaction at Stage 1, the grievor may transmit the grievance to Stage 2 within ten (10) days after

receiving the Employer's response at Stage 1. Within ten (10) days of the receipt of grievance transmittal form at Step 2, the Employer and the Union shall schedule a date for a grievance meeting between the manager occupying a higher rated position than that of the responsible manager who met at Stage 1, the Union representative and the Employee(s). The manager shall give a written response to the Employee(s) and the Union Representative within ten (10) days of the date of the grievance meeting. If, within the ten (10) day period above, a date for the grievance meeting has not been scheduled, or if a written response is not given within ten (10) days of the date of the grievance meeting, the Union may refer the grievance on to arbitration.

13:12 If the grievance is not settled to the satisfaction of the grievor at Stage 2, the grievor may, with the support and approval of the Union, refer the grievance to arbitration within twenty-five (25) days of receiving the Employer's response at Stage 2. The parties agree that a single arbitrator shall be used as provided for in the Canada Labour Code. The Employer and the Union shall make every effort to agree on the selection of the arbitrator within ten (10) days.

13:13 In the event that the parties fail to agree on the choice

of an arbitrator, they shall forthwith request the Minister of Labour to appoint an arbitrator.

- 13:14 The arbitrator shall have all the powers vested in it by the Canada Labour Code and the collective agreement, including in the case of discharge or discipline, the power to substitute for the discharge or discipline such other penalties that the arbitrator deems just and reasonable in the circumstances, including compensation for lost income and benefits. The arbitrator shall render his or her award within a reasonable period.
- 13:15 The decision of the arbitrator shall be final and binding.
- 13:16 The Employer and the Union shall equally share the cost of the arbitrator.
- 13:17 The arbitrator shall not change, modify or alter any of the terms of the collective agreement.
- 13:18 Any grievances filed with respect to scheduling and overtime will be handled under the provisions of the Expedited Arbitration Trial Project.

Article 14 – Employee Status

14:01 Probation

- (a) All newly hired employees shall be considered probationary employees.
- (b) All employees shall complete a six month probationary period, except that the probationary period for those whose appointments are contingent on the successful completion of a mandated training program required for the position and the subsequent successful completion of their probationary period. In such cases, the probationary period will commence after the successful completion of the training program and will last for a period of six (6) months. Upon mutual consent of the parties, the probationary periods may be extended for an additional reasonable period of time.
- (c) A probationary employee shall have at least one performance evaluation completed at approximately the midpoint of the probationary period (or sooner, if warranted).
- (d) When a probationary employee is terminated

or disciplined, the Employer shall provide reasons in writing to the employee, with a copy to the Union representative. Such an employee may access the grievance procedure, including arbitration. If the grievance is presented to an arbitrator, the onus is on the Employer to establish the reasons given to the employee in the letter of discipline or discharge. If the arbitrator finds there was just cause for the discipline or the discharge, s/he may not substitute a lesser penalty.

14:02 All employees, shall fall into one of the following categories and may not be transferred from one category to another without their consent:

(a) Full Time Employees

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

(b) Part Time Employees

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

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

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

The overtime rate of pay for part-time employees shall be equal to the rate provided to full-time employees prescribed by Article 17

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

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

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

(iii) Designated Holidays

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

(iv) Severance Pay

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

(v) Vacation

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

(vi) Benefit Coverage

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

(vii) Leave(s) of Absence

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

(viii) Sick Leave

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

(c) Seasonal Employees

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

throughout the year.

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

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

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

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

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

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

Overtime (Seasonal Employees)

Overtime will be paid to seasonal employees for work performed:

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

Work.

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

(d) Term Employees

For the purposes of this Agreement, “term employees” include the following two types of employees and are defined as follows:

- (i) “term full-time employees” are persons who are not employed on an indeterminate basis and whose normal weekly scheduled hours of work are those established for full-time employees under Article 16 - Hours of Work, and
- (ii) “term part-time employees” are persons who are not employed on an indeterminate basis and whose normal weekly scheduled hours of

work are less than those established for full-time employees under Article 16 – Hours of Work, but not less than ten (10) hours and not greater than thirty (30) hours per week, but does not include any other class of employee(s).

Term employees may be hired for the purpose of:

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

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

Term Limitation

If term employment of an employee extends beyond 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. Term employees hired prior to the parties reaching agreement on a 2006 collective agreement shall not be affected by the change in the qualifying period to five (5) years but rather shall have their rights under this article determined as if the three (3) year period still applied.

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

Pension and Benefit Coverage

- (i) Term employees may be eligible to participate in the benefit and life insurance plans provided under this Agreement, in accordance with the terms of the plans, if initially hired for a period in excess of six (6) months, or when their initial term is extended beyond six (6) months, subject to the respective qualification period(s).

- (ii) Term employees are not eligible to participate in the pension plan.

- (iii) Subject to the provisions of Clause (i) above, term part-time employees who may be entitled to participate in the benefit and life insurance plans, shall participate in accordance with the terms of the plans, subject to current premium cost-sharing for life insurance and long term disability.

Overtime

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

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

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

- (i) on a designated paid holiday, or

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

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

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

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

Designated Holidays

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

Severance Pay

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

Vacation Leave

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

Leaves of Absence

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

Full time employees who are appointed to term positions will continue to be covered by all provisions

of the collective agreement and will be returned to their former position upon completion of the term assignment.

(e) Term Casual Employees

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

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

1. Benefit Plans

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

2. Pension Plan

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

3. Leave(s) of Absence

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

4. Designated Paid Holidays

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

5. Severance Pay

Casual employees are not entitled to severance pay.

6. Grievance Procedure

Casual employees may have access to the grievance

procedure but shall not have access to arbitration.

7. Lay-off & Recall

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

(f) Students

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

- (a) the summer student exclusion relates only to students hired for the summer who must provide a written declaration of their intent to return to school, and
- (b) the co-op student exclusion relates only to students hired through a recognized educational co-op program for a fixed term or terms. It is understood that co-op students will not be used to replace

- permanent positions.
- (c) The Union will be provided with the appropriate information in relation to the above.
 - (d) Students shall not be employed during a labour dispute between the parties.
 - (e) Student employees will not be used to perform work in excess or outside of their normal hours of work, except where available bargaining unit employees in the respective work unit(s) have been provided with first opportunity to perform the overtime work.

Article 15 – Seniority

- 15:01(a) (i) For employees who were in the bargaining unit on July 31, 1997 (date of CLRB Certificate) and who transferred from Transport Canada on December 2, 1996, seniority shall mean length of service in the bargaining unit and length of service with the federal government prior to December 2,

1996.

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

15:02 The seniority of a continuing non-full-time employee shall be determined on a prorated basis in accordance with the proportion of full-time hours worked calculated annually on December 31st. For the purposes of this Article, a continuing non-full-time employee, shall include seasonal employees.

- 15:03 When two or more employees in the bargaining unit commence employment on the same day, seniority shall be established by placing the names of the concerned employees on paper in a container and then selected at random in the presence of the Employer and a Union Representative.
- 15:04 Employees permanently appointed to a position outside the bargaining unit shall retain their accrued seniority for a period not to exceed twelve (12) months from the date of the appointment but shall not accumulate seniority.
- 15:05 Employees temporarily appointed or on an acting assignment outside the bargaining unit shall retain and accumulate seniority for a period not to exceed ninety (90) days and shall retain that seniority for a period not to exceed one (1) year from the date of appointment or assignment, as the case may be.
- 15:06 No employee shall be transferred to a position outside the bargaining unit without his or her consent.
- 15:07 Seniority shall be established upon successful completion of the applicable probationary period and shall then count from the initial date of hire.

- 15:08 (a) Seniority list shall identify the name and date of seniority of each employee. The list shall be revised on March 31st of each year by the Employer and posted on bulletin boards in the work areas. A copy of the seniority list will be forwarded to the 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 leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority contained in this Agreement. Such an employee shall be required to re-qualify for benefit and pension participation, if applicable.
- 15:10 Except for leave granted under the Maternity, Parental

and Union Leave Articles, leave without pay granted in excess of three (3) months shall not be counted for the accumulation of seniority.

Article 16 - Hours of Work

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

i) The standard schedule is work customarily performed between the hours of 06:00 and 18:00 Monday to Friday inclusive.

ii) Subject to the provisions of Article 4, the Employer shall schedule the hours of work and establish shift schedules for all employees. The standard and extended schedules for full time employees are as follows:

The hours of work for employees working a standard schedule, exclusive of a daily one-half ($\frac{1}{2}$) hour meal period, shall normally be eight (8) hours per day and forty (40) hours per week for the General Labour and General Services classifications as defined in Appendix "A" attached hereto, and seven and one-half ($7 \frac{1}{2}$) hours per day and thirty-seven and one-half ($37 \frac{1}{2}$) hours per week for all other classifications.

(b) Extended Schedules

Hours of work established for employees who work in extended operations, that is coverage on weekends and/or more than

one shift per day, shall not be less than the daily hours specified in Clause 16:03(a)(ii), and shall be as posted on the shift schedule and shall average the weekly hours specified in Clause 16:03(a)(ii) over a maximum of a 64 day cycle. A 91 day cycle can be implemented with mutual agreement of the Union and the Employer.

16:04 Scheduling

- (a) Subject to operational requirements, when arranging shifts within a schedule, the Employer shall consider the wishes of the majority of the employees concerned.
- (b) The Employer shall make every reasonable effort:
 - (i) not to schedule the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift; and
 - (ii) not to schedule more than seven (7) consecutive days of work unless by mutual agreement of the

employee(s) affected; and

- (iii) to schedule at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday, provided the holiday is not worked; and
 - (iv) to avoid excessive fluctuations in hours of work.
- (c) The Employer shall consult with the affected employees when establishing the shift schedule and starting and stopping times in a work area.
- (d) Employees shall not be required to work split shifts.
- (e) Schedules for new shifts and changes to existing shift patterns shall be implemented using a forward-rotation of shifts (i.e. these shifts shall rotate following a day-evening-midnight sequence).

Upon ratification of the collective agreement, the

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

- 16:05 (a) The Employer shall schedule hours of work for all employees. The Employer shall, where practicable, arrange schedules which shall remain in effect for a period of not less than six (6) months. Working schedules shall be posted at least fifteen (15) days in advance of the starting date of the new schedule. Shifts shall be allocated on an equitable basis amongst employees governed by the same schedule, except as otherwise mutually agreed by the employer and a majority of the employee(s).
- (b) Where practicable, when change(s) are made to the schedule after it has been posted, such change(s) will be communicated in writing to the affected

employees.

- 16:06 An employee who is required to change his or her scheduled shift without receiving at least 168 hours verbal notice in advance, or by use of a shift change form where practicable, shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1½), or at the rate of double the employee's regular rate after the first four (4) hours of overtime provided that the following day is the employee's scheduled work day. Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement. Such an employee shall retain his or her previously scheduled days of rest next following the change, or if worked, such days shall be compensated in accordance with the overtime provisions of the collective agreement. The Employer may only change an employee's shift to accommodate an unforeseen circumstance that occurs after the schedule has been posted.
- 16:07 Only with the prior approval, and provided sufficient advance notice of the request is given, employees may request to exchange shifts provided such exchange is at no additional cost to the employer.

16:08 Meal Breaks

- (a) Meal breaks may be staggered for employees. Subject to operational requirements, the Employer will endeavour to schedule meal breaks at times convenient to the employees and as close to the midpoint of the shift as practicable.

- (b) Certain continuous operations or work requirements may require some employees being on the job for the full shift from time to time. In these operations, where employees are required by the Employer to remain on the job for the full shift, such employees will be paid for one-half hour meal break, which shall be scheduled as close to the mid-point of the shift as possible. In these circumstances only, the one-half hour meal break will be subject to the applicable overtime provisions of this Agreement or the employee shall leave forty-five (45) minutes prior to the end of their scheduled shift without loss of regularly scheduled (non-premium) wages. This clause shall not be construed as providing a paid lunch to any particular shift(s).

- (c) Certain continuous operations or work requirements may require some employees to actively remain on the job for the full shift on a regularly scheduled basis. In these circumstances, the one-half ($\frac{1}{2}$) hour meal break will be paid and considered as part of the employee's consecutive hours of work. In these circumstances, the employee(s) shall complete their regularly scheduled shift.

16:09 Rest Periods

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

16:10 Days of Rest

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

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

Accordingly, the first day of rest will be deemed to start immediately after midnight of the calendar day on which the employee worked or is deemed to have worked his or her last scheduled shift, and the second day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

16:11 Flexible Hours

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

16:12 Compressed Hours of Work

- a) A compressed hours of work schedule is a schedule which establishes normal schedule daily hours in excess of those prescribed in clause 16:03(a)(ii).

- b) Upon approval from the Employer, employees may convert to compressed hours of work, provided:
 - (i) No shift in excess of twelve (12) hours (exclusive of a one-half (½) hour meal break) is involved;

 - (ii) The schedule does not result in additional overtime work or payment by reason of such variation, unless the parties agree otherwise; and

 - (iii) The hours of work are averaged over the life of the compressed work schedule not to exceed fifty-six (56) calendar days unless the parties otherwise agree.

In considering a request for a compressed work week, the Employer will consider its

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

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

16.13 Wash-up Time

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

16.14 General Terms

- (a) Variable Hours of Work
 - (i) The scheduled hours of work of any day as set forth in a work schedule, may exceed or be less than the

regular workday hours specified by the Agreement; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.

- (ii) For shift workers such schedules shall provide that an employee's normal workweek shall average the weekly hours per week specified in the Agreement over the life of the schedule. The maximum life of a schedule shall be six (6) months.
- (iii) For day workers, such schedules shall provide that an employee's normal workweek shall average the weekly hours per week specified in the Agreement over the life of the schedule. The maximum life of a schedule shall be six (6) months.
- (iv) Whenever an employee changes his or her variable hours or no

longer works variable hours, all appropriate adjustments will be made.

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

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

(c) Implementation/Termination

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

(d) Leave – General

Except as provided in 16:14(b)(ii), when leave is granted, it will be granted on an

hourly basis and the hours debited for each day of leave shall be the same as the hours the employee would normally have been scheduled to work on that day.

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

	HOURS	
	37 ½ Hrs Per Week	40 Hrs Per Week
five-twelfths (5/12) day	3.125	3.333
one-half (1/2) day	3.750	4.000
five-sixths (5/6) day	6.250	6.667
one (1) day	7.500	8.000
one and one quarter (1 ¼) days	9.375	10.000
one and two-thirds (1 2/3) days	15.625	16.667

two and one-half (2 ½) days	18.750	20.000
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Specific Application

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

Interpretation and Definitions

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

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

- (a) time and one-half (1½), except as provided in (b) and (c) below;
- (b) two (2) times the employee's regular rate after the first four (4) hours of overtime provided that the following day is the employee's scheduled work day,

(c) on days of rest at time and one-half (1 ½) except that if the overtime is worked by the employee on two (2) or more consecutive and contiguous days of rest, the employee shall be paid at double time for each hour worked on the second and subsequent days of rest. Second and subsequent days of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.

(iii) Travel

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

(iv) Designated Paid Holidays

(a) A designated paid holiday shall account for the normal daily hours

specified in Article 16:03 and Article 16:04.

(b) When an employee works on a Designated Paid Holiday, the employee shall be compensated, in addition to the normal daily hours' pay, time and one half (1 ½) for the first four (4) hours of work and double time thereafter.

(v) Vacation Leave

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

(vi) Shift and Weekend Premium

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

accordance with Article 22.

(vii) **Minimum Number of Hours Between Shifts**

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

Article 17 – Overtime

17:01 Subject to operational requirements, the Employer:

- (a) shall make every reasonable effort to allocate overtime work on an equitable basis among readily available, qualified employees within their work unit;
- (b) shall make every reasonable effort to give employees who are required to work overtime reasonable notice of the overtime assignment;
- (c) may, when required for reasons of safety or requisite skills, to assign the required

overtime work to the most qualified employee, provided that the hours worked by the employee are adjusted during the period used to determine equitable distribution.

17:02 Overtime Compensation

- (a) Overtime shall be paid for authorized hours worked in excess or outside of an employee's scheduled daily hours of work, and shall be compensated for each completed fifteen (15) minute period at the following rates:
 - (i) time and one-half (1 ½) the employee's regular rate, except as provided for in Clause 17:02(a)(ii) or (iii) below.
 - (ii) Two (2) times the employee's regular rate after the first four (4) hours of overtime provided that the following day is the employee's scheduled work day.
 - (iv) double time for each hour of overtime worked after sixteen (16)

hours worked in any twenty-four (24) hour period or after eight (8) hours worked on the employee's first day of rest, and for all hours worked on the second or subsequent day of rest, except that an employee who refuses overtime on the first day of rest but accepts overtime on the second day of rest shall be paid at the rate of time and one-half (1 ½) the employee's regular rate. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest, which may however, be separated by a designated paid holiday.

- (iv) An employee shall not be eligible for overtime after having been on sick leave with or without pay on his/her last regularly scheduled shift unless and until s/he first reports in for regular duty and completes his/her next regularly scheduled shift.

- (b) (i) The employee shall be paid for overtime except where, upon request of an employee and with the approval of the Employer, overtime shall be compensated by leave with pay. The duration of such leave shall be equal to the overtime worked multiplied by the applicable overtime rate and shall not exceed a maximum of one hundred and twenty (120) hours compensatory time at any one time in the twelve (12) month period to be determined by the employer. Payment of such leave shall be at the employee's regular straight-time rate of pay in effect on the date immediately prior to the date on which the leave is taken.
- (ii) Subject to operational requirements, the Employer shall grant the above leave at times convenient to the employee.
- (iii) Subject to operational requirements

and advance notice of request, and subject further to the provisions of Article 17:02(b)(i), the Employer shall grant compensatory leave at such times as the employee may request. When in a calendar year, an employee has not been granted the compensatory leave requested, such corresponding compensatory leave days may, at the employee's option and written request, be carried over for one year. In all other cases, unused compensatory leave days shall be paid out as of December 31 annually at the employee's straight time rate of pay.

- (c) An employee who reports for overtime as directed on a day of rest shall be paid for the time actually worked, or a minimum of three (3) hours pay at the applicable overtime rate, whichever is the greater, if the employee is notified of the overtime work requirement prior to completing their last scheduled shift. A part-time employee who reports to work, as directed above, shall receive a minimum

pay of four (4) hours pay at the straight time rate.

17:03 (a)

An employee who works three (3) or more hours of overtime,

- (i) immediately before the employee's scheduled hours of work and who has not been notified of the requirement prior to the end of the employee's last scheduled work period, or
- (ii) immediately following the employee's scheduled hours of work, shall be reimbursed for one (1) meal in the amount of ten dollars (\$10.00), except where free meals are provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work. Free

meals shall take into consideration the dietary requirements of the Employee.

- (b) Where an employee works overtime continuously beyond the period provided in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of ten dollars (\$10.00) for each four (4) hour period of overtime worked thereafter, except where free meals are provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work. Free meals shall take into consideration the dietary requirements of the Employee.

- (c) This clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals or to an employee working overtime scheduled at least sixteen (16) hours in advance.

- 17:04 (a) When overtime is worked immediately following a shift, there shall be an elapsed time of eight (8) hours between the end of the overtime and the time the employee reports for his or her next regularly scheduled shift, with no reduction of earnings from his or her regular shift.
- (b) When overtime is worked on a call-back of more than three (3) hours and is not anticipated to be contiguous with the start of the next shift, then
- (i) if there is an eight (8) hour break or more prior to the commencement of the next regularly scheduled shift the employee shall commence that shift as scheduled;
 - (ii) if an eight (8) hour break would result in the employee returning to work prior to the midpoint of his or her next regularly scheduled shift the employee shall return to work after eight (8) hours have elapsed from the end of the overtime call-back work with full compensation

for that shift;

- (iii) if an eight (8) hour break would result in the employee returning to work after the midpoint of the shift then the employee shall continue working at the overtime rates until the beginning of his or her regularly scheduled shift and continue working to the later of the midpoint of the regular shift or the completion of the equivalent number of hours of work in the employee's regular shift, including the call-back and overtime hours worked. The employee will receive full compensation for the regular shift.
 - (iv) clause (iii) above also applies to overtime call-back work which extends into the employee's regular shift.
- (c) This clause does not apply to overtime which is specified to be contiguous with an employee's shift or when overtime is worked

on a call-out of three (3) hours or less.

17:05 Subject to payroll requirements, the employer will endeavour to pay overtime earnings not later than the second pay day subsequent to reporting the overtime.

17:06 When an employee reports to work overtime, the employee shall be reimbursed for reasonable expenses incurred in accordance with clause 20:01(c).

Article 18 – Designated Paid Holidays

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

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

18:02 An employee is not entitled to pay on a designated paid holiday if the employee is absent without pay on both the working day immediately preceding and following the designated paid holiday, except in the

case of an employee who is granted leave without pay for union business.

- 18:03 When a designated paid holiday(s) coincides with an employee's day(s) of rest, the holiday(s) shall be moved to the first scheduled working day(s) following the employee's day(s) of rest. When a day that is a designated holiday is moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.
- 18:04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 18:03;
- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest, and
 - (b) work performed by an employee on the day to which the holiday was moved shall be considered as work performed on a holiday.
- 18:05 When an employee works on a holiday, s/he shall be paid:

- (a) time and one-half (1 ½) for the first four (4) hours of work and double (2) time thereafter, in addition to the pay that the employee would have been granted had s/he not worked on the holiday; or
- (b) upon request and with the prior approval of the Employer, the employee shall be granted:
 - (i) a lieu day with regular current, straight-time pay at a later date in lieu of the holiday, and
 - (ii) pay at time and one-half (1 ½) times the straight time rate of pay for the first four (4) hours worked, and
 - (iii) pay at two (2) times the straight-time rate of pay for all hours worked on the holiday in excess of four (4) hours worked.

18:06 Subject to operational requirements and advance notice of request, the Employer shall grant lieu days at such times as the employee may request. When in a

calendar year, an employee has not been granted the lieu days requested, such corresponding lieu days may, at the employee's option and written request, be carried over for one (1) year. In all other cases, unused lieu days shall be paid out as of December 31st annually at the employee's straight time rate of pay.

18:07 Notwithstanding 18:06 above, all hours worked in the month of December which are subject to the provisions of this article shall be automatically subject to carry over without the need for written request or approval.

18:08 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.

- 18:09 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.
- 18:10 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, the employee is entitled to have, at his or her request, a union representative present if more than the employee's manager is involved.
- 19:03 (a) When an employee is required to

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

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

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

19:05 The Employer agrees not to introduce as evidence in an arbitration hearing relating to disciplinary action any document from the file of an employee, the content of which was not

disclosed to the employee at the time of discipline or within a reasonable period thereafter. The provisions of this clause shall not apply where disclosure of such document(s) has been provided to the Union, as contemplated by Article 19:04, in a timely manner, in advance of the arbitration hearing.

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

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

Employer's investigation is concluded and a decision is made by the Employer.

Article 20 – Call Back

- 20:01 (a) If an employee is called back to work after having left his/her place of work, outside his/her regular hours of work, or on a designated paid holiday, the employee shall be compensated the greater of:
- (i) three (3) hours pay at the applicable overtime rate, or
 - (ii) the applicable rate of overtime compensation for the work required to be performed by the call back, provided that the period worked by the employee is not contiguous to the employee's normal hours of work,
- (b) Where the call back requires an employee to report to his/her normal place of work, the employee shall report to the supervisor or duty manager, or where directed, some other work place at the work site. When the work is complete, prior to departing, the employee

will report to the supervisor or duty manager.

- (c) When an employee reports for overtime work or on a call back which is not contiguous to the employee's normal hours of work, the employee shall be reimbursed for actual mileage at the rate provided for in the GTAA Travel Policy for employer requested travel to a maximum of 75 kilometres each way or out-of-pocket expenses for other means of commercial transportation up to a maximum amount equivalent to the mileage entitlement. This does not apply to regularly scheduled work which falls on a designated holiday.

Article 21 – Standby

- 21:01 Where the Employer requires an employee to be available on standby during off-duty hours, for work urgently required to be done, an employee shall be entitled to a standby payment of \$15.50 for each eight (8) consecutive hours or portion thereof that the employee is on standby. Effective August 1, 2007, the standby payment shall increase to \$16.10. Effective August 1, 2008, the standby payment shall increase to \$16.80. Effective August 1, 2009, the standby

payment shall increase to \$17.60.

- 21:02 An employee designated for standby duty by letter, list or schedule, will be available during the period of standby at a known telephone number, or pager if provided by the employer, and shall return for duty promptly and, in any event, within one and one-half (1 ½) hours of receiving the call.
- 21:03 (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 (1 ½) hours.
- (b) If an employee on standby is not available more than one (1) time in a season without reasons satisfactory to the Employer, the employee will be removed from standby status for a period of six (6) months of active employment.
- (c) The Employer will endeavour to post a list of first and second call crews in the workplace.
- 21:04 An employee who in on standby who is required to report to the workplace shall, in addition to the standby pay, be compensated in accordance with the Call

Back provisions of Article 20. An employee who is on standby away from the workplace and is required to respond to telephone calls shall, in addition to the standby pay, be compensated one half ($\frac{1}{2}$) hour at the applicable overtime rate for having responded to a call. Further calls received during the $\frac{1}{2}$ hour of receiving the first telephone call back shall not be compensated. Any calls after this $\frac{1}{2}$ hour shall be treated as a new telephone call back.

- 21:05 Travel time is not considered time worked for the purposes of this Article.
- 21:06 The Employer will endeavour to provide for equitable distribution of standby duties among qualified employees in their respective groups provided that any valid claim of inequitable distribution shall be made up in kind.
- 21:07 An employee shall not be eligible for standby pay after having been on sick leave with or without pay on his/her last regularly scheduled shift unless and until s/he first reports in for regular duty and completes his/her next regularly scheduled shift.

Article 22 - Shift Premium

22:01 An employee working on shifts, of which half or more of the hours are regularly scheduled between 4:00 p.m. and 8:00 a.m., will receive a shift premium of \$1.65 per hour for all hours worked, including overtime. Shift premium will also be paid for regular work hours that commenced earlier than 7:00 a.m. or extended beyond 6:00 p.m., in which case employees working the shift would receive the greater of the premium for hours worked up to 8:00 a.m. and for time worked after 6:00 p.m., or a minimum of two (2) hours shift premium pay.

Effective August 1, 2008, the shift premium shall increase to \$1.80 per hour.

22:02 Employees working regularly scheduled shifts on a Saturday and/or Sunday shall receive an additional premium of \$1.65 per hour for all hours worked, including overtime. This clause does not apply to employees regularly scheduled on fixed days Monday to Friday who are assigned overtime on a Saturday and/or Sunday. Effective August 1, 2008, the premium shall increase to \$1.80 per hour.

Article 23 - Vacation Leave

23:01 The vacation year shall be from January 1st to

December 31st of the calendar, inclusive.

23:02 An employee shall, during the vacation year, earn vacation leave credits at the following rates for each calendar month during which s/he receives at least ten (10) days wages:

- (a) one and one-quarter ($1 \frac{1}{4}$) days until the month in which the anniversary of the employee's eighth year of service occurs;
- (c) one and two-thirds ($1 \frac{2}{3}$) days commencing with the month in which the employee's eighth anniversary of service occurs;
- (d) two and one-twelfth ($2 \frac{1}{12}$) days commencing with the month in which the employee's sixteenth anniversary of service occurs;
- (e) two and one-half ($2 \frac{1}{2}$) days commencing with the month in which the employee's twenty-fourth anniversary of service occurs.

23:03 For the purposes of applying this Article 23 and the calculation of vacation leave, "service" shall mean:

- (a) for those employees who transferred from the Federal Government to the Greater Toronto Airports Authority (GTAA), prior years employment in the Public Service of Canada as at December 2, 1996; and
- (b) length of continuous service with the Greater Toronto Airports Authority for employees hired subsequent to December 2, 1996;
- (c) continuous employment notwithstanding a break in employment of one (1) year or less. The duration of the break in employment shall not be counted in calculating service for vacation leave.

23:04 (a) An employee is entitled to vacation leave to the extent of the employee's earned credits. However, an employee, who has successfully completed his or her probationary period, including an extension thereof, or six (6) months of service, whichever is the greater, shall receive an annual advance of his or her anticipated credits.

- (b) No vacation leave shall be granted within the

first four (4) months of employment.

23:05 For the purposes of applying the leave provisions of this Article 23, leave credits earned and utilized by an employee shall be calculated in hours. The conversion of days to hours shall be based on the employee's daily scheduled hours of work.

23:06 Subject to operational requirements;

(a) Each employee shall be permitted on the basis of service (as defined in clause 23:03) within the employee's department/work unit, one (1) selection to be made by March 1st of up to three (3) consecutive weeks of vacation. Following this selection and where practicable the Employer shall endeavour to accommodate employee requests for up to two (2) consecutive weeks of vacation between June 15th and September 15th. Vacation leave under this process shall be approved and posted by April 15th.

(b) Vacation leave not scheduled during the initial selection period identified in clause 23:06(a) will be granted in the order received.

- (c) The Employer shall approve or deny a request for vacation leave under (b) above within ten (10) days of receipt of the request.
- (d) Once an employee's vacation period has been scheduled and approved in accordance with this Article it shall not be displaced by a more senior employee.

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

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

provide the aforementioned medical certificate on the first day of return to work.

- 23:08 Where in any vacation year an employee has not been granted all vacation leave credited to the employee, the unused portion of the vacation leave shall be carried over into the following vacation year or at the employee's election, paid out at the employee's then current daily rate of pay. Carry-over beyond one year shall be by mutual consent.
- 23:09 The Employer shall make every reasonable effort not to recall an employee to duty after the employee has commenced vacation leave. When, during any period of vacation leave, an employee is recalled to duty, the employee shall be reimbursed for reasonable actual expenses that the employee incurs in proceeding to the employee's place of duty and in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completion of the assignment for which the employee was recalled, after submitting such accounts as are normally required by the Employer. The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled, under this Clause, to be reimbursed for expenses incurred by the employee.

- 23:10 When the Employer cancels a period of vacation leave which it had previously approved in writing, the Employer shall reimburse the employee for the non-refundable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such verified documentation as the Employer may require. The employee shall make every reasonable effort to mitigate any losses incurred and will provide proof of such action to the Employer.
- 23:11 In the event of an employee's termination of employment, or in the event of an employee's death, the terminated employee or the employee's estate, as the case may be, shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave to the employee's credit by the regular rate of pay to which the employee is entitled in effect at the time of the employee's termination or the date of death, as the case may be, except that the Employer shall grant the employee any vacation leave earned but not used by the employee before the employment is terminated by lay-off if the employee so requests because of a requirement to meet minimum continuous employment requirements for severance pay.

- 23:12 In the event of termination of employment, the Employer shall recover from any monies owed the employee an amount inclusive of an amount equivalent to unearned vacation leave taken by the employee at the employee's then current regular daily rate of pay.
- 23:13 The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences.
- 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. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel for attendance directly related to the death.

- b) An employee is entitled to three (3) days' bereavement leave with pay for purposes directly related to the death of his or her grandfather or grandmother.

- c) An employee is entitled to one (1) days' bereavement leave with pay for purposes directly related to the death of his or her son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- 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 leave in respect of the same child.

- (iii) An employee who becomes pregnant shall, upon request, be granted maternity and/or parental leave for a period beginning before, on or after the termination date of pregnancy provided that the combined leave(s) in total shall not exceed fifty-two (52) weeks of leave. Subject to the provisions of Article 24:02(a)(ii), an employee who has come into the care and custody of a newborn child and who has accepted custody of the child, or an employee who has

come into the care and custody of a child through the completion of lawful adoption process, shall, upon request, be granted parental leave for a period commencing on or after the date of care and custody provided that the combined leave(s) shall not exceed fifty-two (52) weeks of leave.

- (iv) Where the employee's newborn child is born prematurely, or is born with or contracts a condition that requires hospitalization during the period of leave defined in Article 24:02(iii), and the employee returns to work during all or any part of any periods which the newborn child is hospitalized as a result, the employee may subsequently resume the unused leave provided in Clause 24:02(a)(iii).
- (v) Leave granted under this Article 24:02 shall be counted for the calculation of vacation leave credits, sick leave accrual, service

for the purpose of calculating severance pay, vacation leave, and pay increments under this Agreement.

(vi) When the employee returns to work from a period of leave under this Article 24:02, the Employer will return the employee to the same position which the employee held prior to the leave, provided the same position exists, but in any event, the employee shall be reinstated to a comparable position with the same wages and benefits.

(b) (i) At its discretion, the Employer may require an employee to submit a medical certificate from a duly qualified medical practitioner certifying the employee's pregnancy and the expected date of delivery.

(ii) An employee who has completed six (6) months of continuous

service, is entitled to be paid by the Employer a maternity leave and/or parental leave allowance as follows, provided the employee has qualified for Employment Insurance maternity and/or parental benefits:

- (a) Where the employee is subject to a waiting period before receiving Employment Insurance maternity and/or parental benefits, a maternity and/or parental leave allowance of ninety-three percent (93%) of the employee's normal weekly rate of wages (excluding overtime) for each of the first two (2) weeks of such waiting period, less any other monies earned during this period and/or;
- (b) Up to a maximum of thirty (30) week's payment

equivalent to the difference between the Employment Insurance maternity and/or parental benefits the employee receives and ninety-three percent (93%) of his/her normal weekly rate of wages (excluding overtime), less any other monies earned during this period.

(c) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under this Article 24:02, the payments shall be adjusted accordingly.

(iii) (a) The maternity 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 may 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.

- (b) The commencement date of the six (6) month return to work agreement may be modified by mutual agreement.

- (iv) Upon providing the Employer with a written request at least four (4) weeks in advance of the scheduled termination date of the maternity/parental leave, an employee may elect to use earned vacation credits and compensatory leave credits beyond the date that his/her maternity/parental leave terminates. An employee may elect to use earned vacation credits and compensatory leave credits up to and beyond the occasion of the birth of the child or the date of custody of the child. An employee shall not be entitled to receive a maternity and/or parental leave allowance during any week that the employee has elected to use vacation credits or compensatory leave credits.

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

Child Care Leave Without Pay

- (c) Subject to operational requirements, an employee shall be granted leave without pay for the personal care and nurturing of the employee's pre-school age children in accordance with the following conditions:
 - (i) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given.
 - (ii) leave granted under this clause shall be for a minimum period of six

(6) weeks and for a maximum of one (1) year.

- (iii) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of “continuous employment” for the purposes of calculating severance pay and from the calculation of “service” for the purposes of calculating vacation leave.
- (iv) time spent on such leave shall not be counted for pay increment purposes.
- (v) total leave(s) under this clause shall not exceed the aggregate of eighteen (18) months for the same child with a family lifetime maximum of five (5) years.
- (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.

- (d) During any period of leave under this Article 24:02 and Article 24:09, except leave under Article 24:02(c), the Employer shall continue to pay its applicable share of the cost(s) of pension, benefit and life insurance plans. Prior to an employee proceeding on leave, the employee will be responsible for making arrangements to reimburse the Employer for his/her share of the applicable premiums of the corresponding plans. Failure to make such arrangements could result in the employee's coverage lapsing during a part or all of the leave period. An employee will be given reasonable notice before coverage lapses. The Employer shall not be held liable

for the employee's failure to pay, or the employee's failure to make timely payment of his or her applicable cost(s). An employee on approved leave under Article 24:02(c) shall be responsible for the payment of 100% of the Employer's share and the employee's share of premium costs after the first three (3) consecutive months of such leave during which the employee receives no salary.

24:03 Leave With or Without Pay For Other Reasons

At its discretion, the Employer may grant:

- (a) leave with pay when circumstances not directly attributable to the employee
 - (i) prevent his or her reporting for duty at the regular start time, or
 - (ii) prevents his or her working a complete shift.

- (b) leave with or without pay for purposes other than those specified in this Agreement;

and although the Employer agrees that

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

24:04 Injury-On-Duty-Leave

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

- (a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's 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.1 of Part III of the Canada Labour Code in which case the provisions of this clause shall be applied in context, and provided that the employees shall be entitled to not less than the same protection and benefits that otherwise would apply. In the event of a dispute respecting benefits, the Workplace Insurance Board shall be the final adjudicator at no cost to the employee.

24:05 Court Leave With Pay

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

- (a) to be available for jury selection or duty;
- (b) by subpoena or summons to attend as a witness in any proceeding held in or under the authority of a judge, justice, magistrate, coroner, court of justice, legislative council or any person or body of persons authorized by

law to compel the attendance of witnesses before it, except where such attendance is on the employee's own behalf;

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

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

(a) Arbitration

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

- (i) not the grievor, and who is called as a witness by a party to an arbitration hearing, but only for the time reasonably required for such employee to attend,
- (ii) the grievor in an arbitration proceeding,
- (iii) one (1) authorized union

representative of the grievor(s) in an arbitration proceeding,

- (iv) where applicable, the other affected party or parties, except in the case of a policy grievance.

An employee who is summoned or under subpoena, and who is entitled to pay under the provisions of this Clause 24:06(a), shall remit all conduct money received to the Employer forthwith.

- (b) Collective Bargaining

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

- (c) When operational requirements permit, the Employer shall grant time off, with pay, to employees who are meeting with management on behalf of the Union.
- (d) Subject to operational requirements and with reasonable notice, the Employer shall grant leave without pay to a reasonable number of employees to undertake work on behalf of the Union, including its components and or locals, and to attend to Union business, including Union conventions, executive meetings, Canada Labour Relations Board hearings and representative training courses.
- (e) The Employer shall grant a leave of absence without pay to an employee who is elected or appointed to a full-time position of the Union within one (1) month after notice is given to the Employer of such election or appointment. The duration of such leave shall be for the period the employee holds office.

An employee who returns to the bargaining unit after a period of leave without pay

granted under this Article shall have the time spent on leave credited for purposes of seniority. Such an employee has the right to return to work in his or her classification and level, and the position where s/he was assigned prior to election or appointment, if practicable, and to the appropriate salary level in effect upon his or her return.

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

24:07 Sick Leave With Pay

- (a) When an employee is unable to perform his or her duties because of illness or injury, excluding absences contemplated by Article 24:04, the employee will be granted sick leave with pay, subject to the provisions of Clause 24:07(e), and provided the employee satisfies the Employer of such condition in such

manner and at such time as may be determined by the Employer. Subject to the provisions of Clause 24:07(b), unless otherwise informed by the Employer, a statement signed by the employee stating that s/he was unable to attend to perform his or her duties because of illness or injury shall be considered as meeting the requirements of this Clause.

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

obtaining such a statement shall be borne by the Employer.

- (c) Notwithstanding the provisions of Clause 24:07(a), a statement signed by the employee may not be acceptable under the following circumstances:
 - (i) where the Employer has reasonable cause to suspect an abuse of sick leave; or
 - (ii) where the employee is absent for five (5) or more working days or has used more than ten (10) days of uncertified sick leave in a fiscal year.

In the circumstances described in (c) (i) and (ii), a medical certificate from a qualified medical 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.

- (d) 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.
- (e) 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.
- (f) 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.
- (g) When an employee has insufficient or no

credits to cover the granting of sick leave with pay under the provisions of Article 24:07(a), sick leave with pay may, at the discretion of the Employer, be granted to an employee:

- (i) for a period of up to twenty-five (25) days if a decision on an application for injury-on-duty leave is being awaited; or
 - (ii) for a period of up to fifteen (15) days in all other cases subject to the deduction of such advanced leave from any sick leave credits subsequently earned.
- (h) 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.
- (i) 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.

- (j) An employee must utilize his or her accumulated sick leave credits prior to qualifying for entitlement to long term disability benefits.

24:08 Leave Without Pay for Personal Needs

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

- (a) subject to operational requirements 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 24:08 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.

24:09 Leave With Pay for Family-Related Responsibilities

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

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

- i. for the employee to attend, or to take a member of the employee's family, for medical, legal or dental appointments, or for appointments with school authorities or adoption agencies, or to provide for

the temporary care of a sick member of the employee's family or for marriage leave. This allowance will be allocated on a prorated basis to newly hired employees in their first partial calendar year of employment. S/he shall be entitled to this allowance for each month in which s/he receives at least 10 days wages.

24:10 Shift Workers

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

24:11 Leave General

- (a) For those employees who are not able to access Kronos, upon request, (not more than quarterly) an employee will be provided with an Accrual Detail by his/her manager or designate.
- (b) The amount of leave with pay earned, but unused, credited to an employee by the Employer at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee subject to the conditions respecting the granting of such leave that are in force on the day that this Agreement is signed.
- (c) An employee is not entitled to leave with pay during periods s/he is on leave without pay or under suspension.
- (d) An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

24:12 Employee Absence Protocol

Employees are required to personally notify their immediate management representative, or if unavailable, his or her designate, as quickly as possible in advance of the commencement of their shift, except in cases of emergency or where the employee is incapable due to the nature of the absence or late reporting, in the event of sudden illness, accident or other emergency that would prevent their timely and full attendance to their duties as scheduled, providing reasons for lateness or absence, as the case may be. In the event that the manager or their designate is unavailable, the employee must personally leave a message providing reasons for the lateness or absence, and contact information stating a telephone number at which the employee can be contacted in timely fashion. Employees who have reported in compliance with this clause shall keep the Employer advised of their status, on any subsequent day involving late reporting for duty or absence, except where the employee has provided to the Employer a medical certificate from a licensed physician stating that the employee is incapable of working and stating the anticipated duration of the

absence, in which case, the Employee must keep the Employer advised of his/her status on a weekly basis and if there is any significant change in the status of his/her physical condition. The employee shall bear the onus of showing s/he made every reasonable effort to comply with the provisions of this Article.

24:13 Compassionate Care Leave Without Pay

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

Article 25 – Technological Change

25:01 The parties agree that they shall be governed by the definition of technological change in the Canada Labour Code.

25:02 Whenever the Employer proposes to effect a technological change that is likely to affect either the terms and conditions or the security of employment of a significant number of employees in an occupation, the Employer shall give notice of the technological change to the Union at least one hundred and twenty (120) days prior to the date on which the technological

change is to be implemented.

25:03 The notice referred to in Clause 25:02 shall be in writing and shall state:

- (a) the nature of the technological change;
- (b) the date on which the Employer proposes to effect the technological change;
- (c) the approximate number and position of employees which are likely to be affected by the technological change; and
- (d) the anticipated effect that the technological change is likely to have on the terms and conditions of employment or the security of employment of the affected employees.

25:04 Once the Employer has provided the Union with the notice described in Clause 25:02, the Employer shall, on the written request of the Union, provide the Union

with a written statement setting out:

- (a) a detailed description of the nature of the proposed technological change;
- (b) the name(s) of the employee(s) who will initially be likely to be affected by the proposed technological change; and
- (c) the rationale for the change.

25:05 During the notice period described in Clause 25:02, the parties shall undertake to meet and to hold constructive meaningful joint consultation in an effort to reach agreement or solutions to the problems or implications arising from the proposed technological change, such as, but not limited to, employment protection. Where such consultations involve technological change which is likely to affect security of employment, the change shall not be introduced until the parties have reached agreement or the matter is resolved by arbitration.

25:06 Notwithstanding the provisions of Clause 25:05, where the delay in implementation of technological change

would impede required major changes or progress to new construction or systems urgently required at the Employer's facilities, the Employer may implement such change forthwith where the parties have been unable to reach agreement in the interim, subject to the right of either party to have the related outstanding issues resolved at arbitration. Employees who may be affected by this change shall continue to receive their full salary and benefits during this period until the matter is resolved between the parties or by arbitration.

25:07 Notwithstanding the reference to significant number of employees in Article 25:02, where an employee's position is likely to be affected by a technological change prescribed in the notice referred to in Clause 25:02, the employee will be provided with a reasonable training opportunity in the position as changed, where available, during working hours, at no cost to the employee.

25:08 Where a position is no longer available as a result of technological change, the Employer will provide the employee with a reasonable job opportunity, if available, for which the employee is qualified or would qualify within a reasonable training period.

Article 26 - Layoff/Recall

- 26:01 In the event of a permanent work force reduction, the Employer shall advise the Union at least one hundred and twenty (120) days prior to the reductions. The notice will outline the reasons for the workforce reduction, the location and the number of employees affected.
- 26:02 Employees, subject to a permanent workforce reduction described in Article 26:01; or subject to indefinite layoff, will be advised no less than ninety (90) days prior to the date of layoff.
- 26:03 A joint Union-Management committee shall be established to consider possible alternatives, including attrition, to a workforce reduction and to consult on the relocation process to be provided to affected employees and on the application of this Article. This committee shall meet during the thirty (30) days following the notice prescribed in clause 26:01 and, where necessary, during the ninety (90) days notice prescribed in clause 26:02.
- 26:04 Prior to implementing lay-offs, the Employer will consider offering employees voluntary severance in accordance with Article 27, if:

- (a) the employee waives the right to recall; and
- (b) the voluntary severance would avoid the lay-off of another employee.

26:05 Employees subject to layoff for an indefinite period shall:

- (a) during the ninety (90) days period of notice, be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective employer and such additional leave with pay as the Employer considers reasonable for related travel; and
- (b) be provided with a job search assistance program and counselling services co-ordinated by the Employer.

26:06 Employees subject to layoff for an indefinite period shall have the option of:

- (a) accepting layoff and retaining the right of recall for up to one (1) year; or

- (b) accepting termination from the Employer and waiving the right of recall by accepting severance pay; or
- (c) accepting an offer of assignment or appointment to any vacant position at the same classification level, or any vacant position of a lower classification if there is no vacant position at the same classification, within the bargaining unit, providing such employee has the ability to perform the required key elements of the vacant job or may qualify within a reasonable training period to be determined by the Employer not to exceed three (3) months. An employee who refuses to be assigned or appointed shall be subject to lay-off in accordance with the remaining provisions of this Article.
- (d) displacing an employee with less service in any equivalent or lower rated position formerly held by the employee subject to layoff, providing such employee has the threshold ability to immediately perform the job; or

- (e) displacing an employee with less service in any equivalent or lower rated position within the employee's classification group, providing such employee has the ability to perform the required key elements of the job or may qualify within a training period to be determined by the Employer not to exceed three (3) months. or;
- (f) displacing an employee with less service in any equivalent or lower rated position provided such employee has the ability to perform the required key elements of the job or may qualify within a training period to be determined by the Employer not to exceed three (3) months and is unable to exercise rights under clause 26:06 (c) and (d).
- (g) The employee shall notify the Employer in writing within two (2) weeks of notice of permanent/indefinite layoff of the decision to displace another employee respecting paragraphs (d), (e) and (f) above. The two (2) week notice period shall be appropriately extended in the case of an employee who is on vacation. The training period referred to in this Article, to be determined by the

Employer, shall be extended up to one (1) additional month where circumstances warrant. Where an employee fails to give written notice of his intention to bump within the two (2) week period, the employee shall relinquish the right to bump and shall make his or her election under clause (a), (b) or (c), if applicable, above.

26:07

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

26:08 (a)

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

involved in the reduction.

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

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

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

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

26:12 Recall

- (a) Employees who have been laid-off and have not accepted severance pay shall be entitled to recall in inverse order of layoff for a period of one (1) calendar year from the date of layoff. Upon expiry of the recall period, an employee shall receive severance pay if he or she has not been recalled.

- (b) An employee who is laid off shall have the right of recall for a period of one (1) year for any vacant or newly created bargaining unit

position for which the employee is qualified to perform or may qualify within a training period not to exceed three (3) months.

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

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

26:15 In the event of a short-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) week's notice or, at the employer's option, one (1) week's pay in lieu of notice. The notice will contain the date of the temporary layoff and the anticipated date of return.

Employee Status While on Temporary Lay-Off

- A) An employee subject to temporary layoff shall be considered as being on leave of absence, subject to the following SUB Plan. An employee who provides the employer with proof that the employee has applied for and is in receipt of Employment Insurance benefits shall be paid Supplementary Unemployment benefits as follows:
- (i) for the first two (2) weeks, where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance benefits, payment equivalent to ninety-three (93%) percent of the employee's weekly rate of pay; and
 - (ii) for up to a maximum of an additional fifteen (15) weeks, payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety-three (93%) percent of the employee's weekly rate of pay.

- (iii) for a full-time employee, the weekly rate of pay shall be the weekly rate of pay to which the employee is entitled on the day immediately preceding the commencement of the layoff.
- (iv) for a part-time employee, the weekly rate of pay shall be the full-time weekly rate of pay multiplied by the fraction obtained by dividing the employee's assigned hours of work averaged over the last six (6) month period of continuous employment by the regularly scheduled full-time hours of work for the employee's classification on the day immediately preceding the commencement of the layoff.
- (v) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of supplemental unemployment

benefits, the payments shall be adjusted accordingly.

- (vi) Time spent on temporary layoff shall be counted as continuous employment for all purposes including pension.
- (vii) The employer/employee shall continue to pay their respective share of premiums (if any) for medical or dental coverage or pension contribution.
- (viii) Employees will not be required to liquidate either vacation or compensatory leave periods/credits to cover any part of a temporary layoff.

Article 27 - Severance Pay

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

(a) Lay-off

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

(b) Resignation

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

of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

(c) Retirement

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

(d) Death

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

(e) Release for Incapacity/Disability

When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of

release or by reason of a disability/incapacity recognized by the Canada Human Rights Act, one (1) week's pay for each completed year of continuous employment to a maximum of twenty-eight (28) weeks' pay.

- 27:02 In calculating severance pay, no account shall be taken of employment prior to December 2, 1996 with the exception that employees entering the bargaining unit from the CAW 2002 and PSAC 0005 bargaining units, and the ex-TBI new inclusion, shall have severance pay calculated from their date on the integrated seniority list agreed upon by the parties on June 30, 2008.
- 27:03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled on the date of the termination of employment.
- 27:04 The severance pay provisions of this Article 27 do not apply to an employee terminated for just cause.
- 27:05 For the purpose of calculating severance pay under the provisions of Articles 27:01(c) and

(d), a partial year of continuous employment shall be prorated.

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

28:01 Extended Health Care

- (a) The Employer agrees to pay the full premium for the Extended Health Care Plan. Effective August 1, 2006, Vision Care coverage will be increased to \$270.00 every two (2) years. Effective August 1, 2007, the coverage will be increased to \$280. Effective August 1, 2008, the coverage will be increased to \$290 and effective August 1, 2009, the coverage will be increased to \$310, and PSA tests will additionally be included in the coverage.

28:02 Dental

- (a) The Employer agrees to pay the full premium for the Dental Plan. Effective August 1, 2006, Dental Plan coverage will be increased to a maximum of \$1,400.00 per calendar year, based on the current ODA schedule. Effective August 1, 2007, coverage will be increased to \$1,450.00. Effective August 1,

2008, coverage will be increased to \$1,500.00. Effective August 1, 2009, coverage will be increased to \$1,550.00.

28:03 Long Term Disability

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

28:04 (a) Basic Life Insurance

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

- (b) Optional Life Insurance

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

28:05 Optional Accidental Death and Dismemberment

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

28:06 Travel Assistance Coverage

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

28:07 General

- (a) Entitlement to benefits under the plan(s) referred to above shall be determined by the carrier(s) in accordance with the terms and conditions of the plan(s). The scope of coverage and benefits referred to above and described in SunLife contract # 56437 and PAI91032229 shall not be less than the scope of coverage and benefits contained in London Life Group Benefit Plan #328527 in the collective agreement effective August 1, 1997 to July 31, 2003. The employer shall provide a copy of the booklet describing the

entitlement provisions and benefit coverage contained in these two SunLife contracts to the Union and each employee within thirty (30) days of the date of ratification of the collective agreement.

- (b) The Employer reserves the right to change carrier(s) at any time provided that the scope of coverage and benefits shall not be less than the current plan

28:08 Pension Plan(s)

- (a) Defined Benefit Plan

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

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

(b) Defined Contribution Plan

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

(c) General

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

(d) Amendment/Surplus/Termination or Windup

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

- 28:09 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:

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

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

(a) Indoor Identification Uniforms

<u>Women</u>	<u>Initial Issue</u>
blazer	2

pants/skirts	4
shirts	6
bows/scarf	2
vest	2
belt	1

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

(b) Indoor Work Uniforms

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

(c) Outerwear

<u>Item</u>	<u>Initial Issue</u>
Coveralls	4
Jacket (light)	1
Parka (Mid-length) or	

Parka (Waist length)	
Or Insulated Coveralls or	
Snow Pants	1
Rain jacket	1
Rain pants	1
Rain hat	1
Rain boots	1
Hat(summer)	1
Mittens (Inner/Outer)	1
Sunglasses	1
Cap	1
Balaclava	1

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

Article 30 - Health and Safety

- 30:01 The Employer is vested with the primary responsibility for ensuring that safe conditions prevail within the workplace, and to take appropriate and effective measures, both preventative and corrective, to protect the health and safety of employees.
- 30:02 Both the Employer and the Union jointly declare their

intent to develop and maintain a safe workplace and agree that work practices shall be governed by the Canada Labour Code and Regulations made thereunder, as amended from time to time.

30:03 A Joint Health and Safety Committee 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, s/he is obliged to inform the Employer without delay in writing, or orally if s/he has reason to believe that the situation is urgent.

Accordingly, the Employer shall:

- (i) carry out the necessary inspection, analysis and investigations in the presence of a Union representative, and provide him/her with a copy of the report arising from these inspections, analysis and investigations;
- (ii) place the matter on the agenda of

the next meeting of the Joint Health and Safety Committee.

- (b) Any investigation report arising from the examination of a problem will be sent to the Local Union.
- (c) If the Union or the Local is not satisfied with the results of the investigation report it may request that the Joint Health and Safety Committee conduct another investigation.
- (d) The Union representative must be present at all investigations or inspections arising under paragraph (c) of this Article.

30:05 The Employer agrees to provide at no expense to the employee appropriate transportation to the nearest physician or hospital and from there to his/her home or place of work depending on the decision of the attending physician when such services are immediately required for an employee as a result of:

- (a) injury on the job, or
- (b) a heart attack or other serious ailment which occurs on the job.

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

30:06 The Employer will assume the costs of training employees designated as First Aid Attendants. Employees selected for first aid training will be granted time off with pay to attend first aid courses.

30:07 When an employee who is pregnant expresses concern about the possible ill effects of her work or work location upon her health or the health of her unborn child and is supported in that concern by a medical certificate issued by a qualified medical practitioner, the Employer shall endeavour to find alternate duties for the employee within or outside the bargaining unit after consultation with the Union.

30:08 If the Employer requires an employee to wear safety footwear on a daily basis, it will provide an annual footwear allowance as follows:

Effective August 1, 2009: \$150.00 per calendar year

Effective August 1, 2010: \$150.00 per calendar year

Effective August 1, 2011: \$150.00 per calendar year

Effective August 1, 2012: \$150.00 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.

Article 31 - Staffing/Job Posting

- 31:01 The Employer shall post all permanent vacancies, including newly created positions, in the bargaining unit, except the Employer is not required to post vacancies of a temporary nature including vacancies known to be of six (6) months or less.
- 31:02 The postings shall be for a minimum of ten (10) calendar days. The closing date shall be identified on

all postings. For the purposes of Job Posting, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days, exclusive of Saturdays, Sundays and Statutory Holidays.

31:03 The posting shall contain the following information:

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

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

- 31:04 A copy of the posting shall be forwarded to the Union prior to posting on the notice board.
- 31:05 Except where a posting has been cancelled, in the event that a revised posting is issued prior to the closing date, the original closing date of the posting shall be extended by seven (7) days.
- 31:06 The Employer shall interview all candidates who meet the posted threshold qualifications and requirements of the position (s) as posted and who have submitted a valid, complete and timely application in response to a job posting.
- 31:07 All employees who apply for a job posting shall be considered to be candidates in the selection process and shall be entitled to have their qualifications for the position(s) assessed by the Employer. The qualifications of the candidates will be evaluated against the posted qualifications for the position(s). The applicant with the most seniority meeting the required posted qualifications shall be awarded the position. Where none of the candidates meet the qualifications and requirements of the position(s), the Employer may cancel the posting, re-post the position, or recruit from outside to fill the position(s) at the

Employer's discretion. The Employer shall notify, in writing, all successful candidates within five (5) calendar days of the Employer's decision.

31:08 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.

31:09 (a) The Employer will post, in accordance with Clauses 31:02 and 31:03, all term positions and acting assignments known to be for a period in excess of six (6) months.

(b) A term or acting assignment which was originally expected to be less than six (6) months may be extended, without posting, with the assignment not to exceed:

(i) twelve (12) months in the aggregate in the case of maternity leave, paternity leave, or child care leave;

(ii) twelve (12) months in the case of long term disability.

- 31:10 The Employer is not required to post a vacancy for the purpose of a voluntary lateral transfer from one permanent position to another permanent position. A voluntary lateral transfer for salary purposes is defined as a position having a maximum salary equivalent to or less than the transferring employee's maximum salary.
- 31:11 Employees may, prior to commencing an approved leave of absence of six (6) weeks or less, file a written submission with Human Resources which shall include:
- (a) a current resume;
 - (b) a written intention to bid on up to two (2) potential postings;
 - (c) information on how the employee can be contacted immediately if an opportunity arises.
- 31:12 The employee will be considered in the selection process provided s/he:
- (a) meets the threshold qualifications and requirements of the position;

- (b) is available for the selection process to the convenience of the Employer; and
- (c) is available to return to work immediately upon the expiry of the approved leave period.

31:13 Notwithstanding any other provision of this Article 31, the Employer is not required to post vacancies used for the purpose of the accommodation of an employee who is disabled within the meaning of the Canadian Human Rights Act.

31:14 Upon mutual consent of the parties, the Employer may establish an eligibility list by pre-posting positions and selecting candidates in advance. The Union agrees that consent shall not be unreasonably withheld. An eligibility list shall not exist for a period exceeding twelve (12) months, unless by mutual consent.

Article 32 – Education Leave

32:01 The Employer shall grant education leave with pay during an employee's normally scheduled hours for the purpose of taking courses, seminars or training

required by the Employer. The Employer will provide time off with pay for the purposes of writing required examinations and will pay course registration fees and tuition.

- 32:02 If the employee initiates a request to take a course during or outside of working hours, which has been approved by the Employer in advance of the commencement of the course, the Employer agrees to reimburse the employee for the cost of tuition fees, prescribed textbooks, laboratory and examination fees, as the case may be, upon successful completion provided that such course is directly related to the employee's current job. Such approval will be at the Employer's discretion. The Employer agrees to provide the employee time off with pay to write the required examinations during their normal working hours.
- 32:03 Subject to operational requirements, an employee may be granted education leave, without pay, benefits and pension, for varying periods of up to one (1) year, which may be renewed by mutual agreement. The career development leave shall be for attendance at a recognized institution for studies in some field of education which, will enhance the employee's present role or provide a required service in the future to the

operational requirements of the GTAA.

32:04 If the employee is directed by management to take a course outside of working hours which is not available during working hours which is mandatory/essential to the position, the course will be prepaid at one hundred (100%) percent prior to its commencement. This includes tuition fees, cost of prescribed textbooks as well as laboratory and examination fees, as the case may be.

32:05 If the employee initiates a request to take a course outside of working hours which has been approved by the employer in advance of commencement of the course, and which, in the opinion of the GTAA is not job related but will improve the employee's qualifications, reimbursement will be based on the grade level achieved by the employee as set out below. This includes tuition fees, cost of prescribed textbooks as well as laboratory and examination fees, as the case may be.

Grade Level A (100-75) 100% Reimbursement

Grade Level B (74-65) 75% Reimbursement

Grade Level C (64-60) 60% Reimbursement

Grade Level D (50-59) 50% Reimbursement

Grade Level F (49 or less) 0% Reimbursement

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

- 32:06 As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer;
- (a) for a period of not less than the period of the leave granted where the cost to the Employer is less than one thousand (\$1000.00) dollars; or
 - (b) for a period of one (1) year where the cost to the Employer exceeds one thousand (\$1000.00).

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

- (a) fails to complete the course;

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

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

Article 33 - 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 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 work place, as the case may be, direct to the employee's destination and, upon the employee's return, directly back to the employee's residence or work place;

- (c) In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case compensation for 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 For the purposes of this agreement;
- (1) a position is higher rated than another if its maximum rate is higher, subject to the provisions of Clause 34:04(a);
 - (2) and the position is rated the same as another if its maximum rate is the same, subject to the provisions of Clause 34:05(b);

(3) and a position is rated lower if its maximum rate is lower.

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

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

34:04 (a) An employee who is promoted to or is reclassified to a higher position shall be paid at a rate of pay in the new position that gives the employee an increase in pay at least equal to the lowest pay increment for the new position or 4 percent higher than his or her current rate of pay, whichever is the greater.

- (b) An employee who is promoted to or is reclassified to a higher hourly paid position shall be paid the hourly rate prescribed for the position.
- (c) The Employer may, in consultation with the Union, provide for a rate of pay higher than the rates prescribed for employees in this article but in no case shall the rate be higher than the negotiated maximum rate except with the union's consent.

34:05

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

maximum rate is plus or minus one percent (1%) of the maximum rate in the employee's prior position.

34:06

- (a) An employee whose position is reclassified downward shall continue to be paid in the same range of rates prescribed for his or her position prior to the reclassification. Subject to 34:06(b) an employee shall continue to receive salary increments and negotiated salary increases on the same basis as if he or she had not been reclassified.

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

- 34:07 An employee who is demoted for just cause to a lower rated position shall be paid at a rate of pay in the new position at a rate of pay which is nearest to but not less than the rate of pay they received in the prior position. If there is no such rate of pay in the new position, the employee will be paid at the maximum rate of pay in the new position.
- 34:08 Clause 34:06 does not apply to an employee who obtains a position through the posting procedure, which is rated lower than his or her current position. The employee shall be paid in accordance with the provisions of clause 34:05.
- 34:09 (a) An employee holding a position for which there is a minimum and maximum rate of pay shall be granted pay increments until he or she reaches the maximum rate for the position. The pay increment period is the period identified in Appendix "A" attached hereto.
- A pay increment shall be the rate in

the range applicable to the position that is next higher to the rate at which the employee is being paid.

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

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

34:11 When an employee is required to perform the duties of a higher rated classification level

(that would have been performed by the incumbent had 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 s/he commenced to act in accordance with clause 34:04. An employee acting in a higher rated position shall continue to be entitled to his or her pay increment for the lower rated position based on the employee's increment date in the lower rated position. When an employee receives an increment in the lower rated position his or her acting rate of pay will be adjusted accordingly.

34:12

With the concurrence of the employee, the Employer may appoint an employee to a position outside the bargaining unit on an acting basis. During the acting period the employee may return to his or her former position at the rate of pay he or she would have otherwise been entitled within the bargaining unit. At the conclusion of the acting period the employee shall be returned by the Employer to his or her former position at the rate of pay to which she or he would

otherwise have been entitled within the bargaining unit. In no case shall an employee act outside the bargaining unit for a period in excess of one year without the express consent of the Union.

34:13

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

- (b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of the Agreement the following shall apply:
 - (i) "retroactive period" for the purpose of clauses (ii) to (v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the Agreement is signed;

- (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees not terminated for disciplinary reason, or in the case of death, the estate(s) of former employees who were employed in the bargaining unit during the retroactive period, but shall not apply to employees terminated during the probationary period.
- (iii) rates of pay shall be paid in an amount equal to what would have been paid had the Agreement been signed on the effective date of the revision in rates of pay;
- (iv) subject to clause 34:13(b), in order for former employees or, in

the case of death, for the former employees' representatives to receive payment as above, the Employer shall notify, by registered mail, such individuals at their last known address that they have 30 days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases;

34:14

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

any rate up to and including the rate shown immediately below the rate he was receiving.

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

Article 35 – Apprenticeship

- 35:01 An employee selected to participate in an apprenticeship program who is already employed by GTAA shall not have his or her pay reduced while in the program. The employee shall receive the greater of his or her current rate of pay or the appropriate equivalent percentage of the journeyperson's rate of pay as established by the Apprenticeship Act. The Employer will supplement any training allowance or EI benefits to ninety-five (95%) percent of the apprentice's base salary and will ensure no loss of benefits (including health and pension) while attending school.
- 35:02 If an employee fails to complete or pass the required components of the apprenticeship program within a reasonable period of time, or fails to perform satisfactorily on the job, s/he may be demoted or voluntarily agree to return to his or her former position,

or an equivalent position, if available.

- 35:03 An employee enrolled in the apprenticeship program training school shall not be entitled to premium payments (including overtime, call-back, reporting pay, or shift premiums) or travel/meal allowance.
- 35:04 The apprenticeship program will be reviewed regularly by a joint Employer/Union skilled trades committee. 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 Journeyperson for two (2) years after having been placed in a Journeyperson 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.

- 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 apprenticeship 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 work force 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.

Article 36 - Snow Augmentation

36:01 To augment snow removal capability, the Employer may, in its absolute discretion, post Machine Driver Operator (MDO) training opportunities for interested employees, including former Machine Driver Operators. Such training will be limited to snow removal. A volunteer list shall be established and training and work assignments shall first be offered to those applicants in the lowest classifications. Where practicable, the Employer may utilize such qualified employees during snow removal operations to supplement the regular Machine Driver Operator workforce. Such employees shall be paid the Machine Driver Operator rate or the rate of his or her current classification, whichever is greater, for all regular hours worked performing snow removal operations or when receiving training in such operations. In the

event that such employees work overtime within the Machine Driver Operator classification, they shall be paid the applicable overtime rate of the Machine Driver Operator classification for such hours worked in accordance with Article 17. The Employer shall endeavour to allocate overtime opportunities on an equitable basis among qualified employees. All regularly classified Machine Driver Operator employees will, where practicable and immediately efficient to do so, be given first opportunity to perform the work. The intent of this Article 36 is not to deny any employee classified as a Machine Driver Operator in Airfield Facilities reasonable overtime opportunities.

Article 37 - Bilingual Position Allowance

- 37:01 The Employer will determine if a requirement for a bilingual position exists.
- 37:02 An employee who occupies a position in which the Employer requires the employee to be proficient in both official languages shall be paid an annual bilingual allowance of eight hundred (\$800.) dollars. The allowance shall be paid on a biweekly basis and considered as part of the employee's salary while in the position as long as the requirement exists.

Article 38 - Employee Performance Review and Employee Files

- 38:01 (a) When a formal assessment of an employee's performance is to be made, it will be made against a reasonable standard of performance with clearly defined objectives identified to the employee prior to the period of assessment. The Employer's representative(s) will provide the employee with periodic reviews during the assessment period to discuss an employee's strengths and areas of improvement if the objectives are not being met.
- (b) The Employer's representative(s) who assesses an employee's performance must have observed or been aware of the employee's performance for at least one-half ($\frac{1}{2}$) of the period for which the employee's performance is evaluated.
- 38:02 (a) Prior to an employee performance review the employee shall be given:
- (i) the evaluation form which will be used for the review;
 - (ii) any written document which

provides instructions to the person conducting the review.

- (b) If during the employee performance review, either the form or instructions are changed they shall be given to the employee.
- (c) The employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- (d) An employee has the right to make written comments to be attached to the performance review form.

38:03

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

representative of the Employer.

38:04

The Employer shall maintain one (1) personnel file for each employee which will contain documents related to an employee's terms and conditions of employment and other information normally placed in such files. The parties to this agreement recognize that an individual's personnel file shall be stored and treated in a confidential manner. Only those with a legitimate need and right will be given access to personnel files by the Vice President, Human Resources or his or her authorized representative.

38:05

Upon written request, an employee shall be provided with a complete and current statement of duties and responsibilities of his or her position, including the classification level when a classification review of the employees position has been done, the point rating allotted by factor to his or her position, and that part of the organization chart depicting the position's place in the organization.

38:06 An employee's performance review shall not constitute a written warning in the discipline process.

Article 39 – Outside Employment

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

Article 40 - Membership Fees

40:01 The Employer shall reimburse an employee if required to upgrade or renew a trade license 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 except in the case of emergency.

42:02 Where an employee expresses concern for his/her safety, the Employer will ensure safe access to work

during picketing involving other employees/employers on GTAA premises.

- 42:03 If employees are prevented from performing their duties because of a strike or lock-out elsewhere than on the premises of the GTAA, the employees shall report the matter to the Employer, and the Employer will make reasonable efforts to ensure that such employees are employed elsewhere, if possible, so that they may receive their regular pay and benefits to which they are entitled.

Article 43 - Bargaining Unit Work

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

would directly result in the layoff of bargaining unit employees.

Article 44 - Work Away

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

Article 45 – Contracting Out

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

Article 46 - General Provisions

46:01 All past practices, directives, side agreements, memoranda of agreement(s) or understanding(s) (written or oral, express or implied) and benefits that

may have been applicable prior to December 2, 1996 are deemed thereafter to be null and void unless otherwise specifically prescribed by the provisions of this collective agreement.

46:02 The Employer agrees to continue to provide parking at no cost to the employee during the life of this collective agreement at a location(s) designated by the Employer. The Employer shall endeavour to provide parking at the employee's work location.

46:03 The Employer will provide all tools and equipment required by the employee to carry out his duties, and shall replace tools broken through normal use, at no cost to the employee.

Article 47 - Agreement Re-Opener

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

Article 48 - Wages

48:01 Wages shall be paid in accordance with Appendix "A" attached hereto and forming part of this collective agreement.

48:02

- (a) There shall be a 1.5% increase to the rates of pay in the Job Evaluation Plan on the following dates:
1. August 1, 2010
 2. February 1, 2011
 3. August 1, 2011
 4. February 1, 2012
 5. August 1, 2012
 6. February 1, 2013
- (b) Time periods for progression through the increments shall follow the dates specified in Appendix "A" attached hereto.
- (c) 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. There will be full retroactivity as follows:

Ex-#0005

- Effective January 1, 2008, all those employees who were members of the #0005 bargaining unit will receive retroactively 7/12 of a 3% wage

increase to their current rate of pay, as identified in the Job Evaluation Plan.

- Effective August 1, 2008, all those employees who were members of the #0005 bargaining unit will retroactively receive a 3% wage increase to their current rate of pay, as identified in the Job Evaluation Plan.
- Effective August 1, 2009, all those employees who were members of the #0005 bargaining unit will receive a 3% wage increase to their current rate of pay as identified in the Job Evaluation Plan.

Ex-#2002

- Effective March 22, 2008, all those employees who were members of the #2002 bargaining unit, will receive 18.5/56 weeks, of a 3% wage increase to their current rate of

pay, as identified in the Job Evaluation Plan.

- Effective August 1, 2008, all those employees who were members of the #2002 bargaining unit will retroactively receive a 3% wage increase to their current rate of pay, as identified in the Job Evaluation Plan.
- Effective August 1, 2009, all those employees who were members of the #2002 bargaining unit will receive a 3% wage increase to their current rate of pay, as identified in the Job Evaluation Plan.
- Effective January 1, 2009, all those employees who were excluded from the bargaining unit (“the new inclusions”) will receive 7/12 of a 3% wage increase to the current rate of pay, as identified in the Job

“The New Inclusions”

Evaluation Plan.

- Effective August 1, 2009, “the new inclusions” will receive a 3% wage increase to their current rate of pay as identified in the Job Evaluation Plan.
- Effective August 1, 2009, all those employees who have been members of the #0004 bargaining unit will receive a 3% wage increase to their current rate of pay, as identified in the Job Evaluation Plan.

#0004

Article 49 - Duration

49:01 The term of the collective agreement shall be from July 24, 2009 until July 31, 2013.

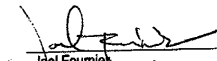
APPENDICES

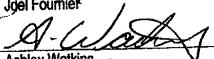
Appendix A	Wages
Appendix B	Pay Equity

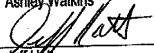
Appendix C	Staffing/Job Posting
Appendix D	Travel Policy
Appendix E	Internal Harassment Redress Procedure
Appendix F	Classification System
Appendix F1	Job Evaluation Plan
Appendix F2	JEC Memorandum of Settlement
Appendix G	Shift Scheduling Committee
Appendix H	Seasonal Overtime
Appendix I	Skilled Trades Committee
Appendix J	Apprenticeship Committee
Appendix K	Expedited Arbitration Trial Project
Appendix L	Group Health Benefits Review
Appendix M	Pension Plan
Appendix N	Canine Unit

Dated at Toronto, Ontario, this 8TH day of APRIL 2010.

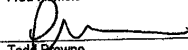
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Transportation and General Workers
Union of Canada (CAW-Canada)

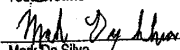

Jgel Fournier


Ashley Watkins



Jeff Watt

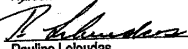
Fred Romolo

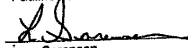

Todd Browne


Mark Da Silva

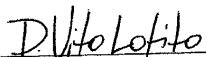

Antonio Grabowski

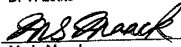

Hafeez Hussain

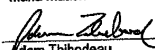

Pauline Jeloudas

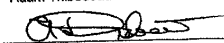

Lars Sorenson

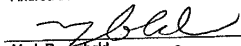
Greater Toronto Airports Authority


D. V. Lotito

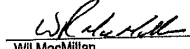

Maria Maack


Adam Thibodeau


Andrea Didone


Mark Reimbald


Adrian Van Den Enden


Wil MacMillan


Ramona Singh

HOURLY WAGE RATES

		Wage Increase Percentage:									
		3.0%	3.0%	3.0%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
Effective Date:		01/Aug/2007	01/Aug/2008	01/Aug/2009	01/Aug/2010	01/Feb/2011	01/Aug/2011	01/Feb/2012	01/Aug/2012	01/Feb/2013	
Band	Step	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	
1	1	18.29	18.84	19.41	19.99	20.29	20.59	20.90	21.21	21.53	21.85
	2	18.75	19.31	19.89	20.49	20.80	21.11	21.43	21.75	22.08	22.41
	3	19.21	19.79	20.38	20.99	21.30	21.62	21.94	22.27	22.60	22.94
	4	19.66	20.25	20.86	21.49	21.81	22.14	22.47	22.81	23.15	23.50
	5	20.12	20.72	21.34	21.98	22.31	22.64	22.98	23.32	23.67	24.03
2	1	19.57	20.16	20.76	21.38	21.70	22.03	22.36	22.70	23.04	23.39
	2	20.06	20.66	21.28	21.92	22.25	22.58	22.92	23.26	23.61	23.96
	3	20.55	21.17	21.81	22.46	22.80	23.14	23.49	23.84	24.20	24.56
	4	21.04	21.67	22.32	22.99	23.33	23.68	24.04	24.40	24.77	25.14
	5	21.53	22.18	22.85	23.54	23.89	24.25	24.61	24.98	25.35	25.73
3	1	20.95	21.58	22.23	22.90	23.24	23.59	23.94	24.30	24.66	25.03
	2	21.47	22.11	22.77	23.45	23.80	24.16	24.52	24.89	25.26	25.64
	3	21.99	22.65	23.33	24.03	24.39	24.76	25.13	25.51	25.89	26.28
	4	22.52	23.20	23.90	24.62	24.99	25.36	25.74	26.13	26.52	26.92
	5	23.04	23.73	24.44	25.17	25.55	25.93	26.32	26.71	27.11	27.52
4	1	22.41	23.08	23.77	24.48	24.85	25.22	25.60	25.98	26.37	26.77
	2	22.97	23.66	24.37	25.10	25.48	25.86	26.25	26.64	27.04	27.45
	3	23.53	24.24	24.97	25.72	26.11	26.50	26.90	27.30	27.71	28.13
	4	24.09	24.81	25.55	26.32	26.71	27.11	27.52	27.93	28.35	28.78
	5	24.65	25.39	26.15	26.93	27.33	27.74	28.16	28.58	29.01	29.45
5	1	23.98	24.70	25.44	26.20	26.59	26.99	27.39	27.80	28.22	28.64
	2	24.58	25.32	26.08	26.86	27.26	27.67	28.09	28.51	28.94	29.37
	3	25.18	25.94	26.72	27.52	27.93	28.35	28.78	29.21	29.65	30.09
	4	25.78	26.55	27.35	28.17	28.59	29.02	29.46	29.90	30.35	30.81
	5	26.38	27.17	27.99	28.83	29.26	29.70	30.15	30.60	31.06	31.53
6	1	25.65	26.42	27.21	28.03	28.45	28.88	29.31	29.75	30.20	30.65
	2	26.30	27.09	27.90	28.74	29.17	29.61	30.05	30.50	30.96	31.42
	3	26.94	27.75	28.58	29.44	29.88	30.33	30.78	31.24	31.71	32.19
	4	27.58	28.41	29.26	30.14	30.59	31.05	31.52	31.99	32.47	32.96
	5	28.22	29.07	29.94	30.84	31.30	31.77	32.25	32.73	33.22	33.72
7	1	27.45	28.27	29.12	29.99	30.44	30.90	31.36	31.83	32.31	32.79
	2	28.14	28.98	29.85	30.75	31.21	31.68	32.16	32.64	33.13	33.63
	3	28.83	29.69	30.58	31.50	31.97	32.45	32.94	33.43	33.93	34.44
	4	29.51	30.40	31.31	32.25	32.73	33.22	33.72	34.23	34.74	35.26
	5	30.20	31.11	32.04	33.00	33.50	34.00	34.51	35.03	35.56	36.09
8	1	30.75	31.67	32.62	33.60	34.10	34.61	35.13	35.66	36.19	36.73
	2	31.51	32.46	33.43	34.43	34.95	35.47	36.00	36.54	37.09	37.65
	3	32.28	33.25	34.25	35.28	35.81	36.35	36.90	37.45	38.01	38.58
	4	33.05	34.04	35.06	36.11	36.65	37.20	37.76	38.33	38.90	39.48
	5	33.82	34.83	35.87	36.95	37.50	38.06	38.63	39.21	39.80	40.40
9	1	34.44	35.47	36.53	37.63	38.19	38.76	39.34	39.93	40.53	41.14
	2	35.30	36.36	37.45	38.57	39.15	39.74	40.34	40.95	41.56	42.18
	3	36.16	37.24	38.36	39.51	40.10	40.70	41.31	41.93	42.56	43.20
	4	37.02	38.13	39.27	40.45	41.06	41.68	42.31	42.94	43.58	44.23
	5	37.88	39.02	40.19	41.40	42.02	42.65	43.29	43.94	44.60	45.27
10	1	38.57	39.73	40.92	42.15	42.78	43.42	44.07	44.73	45.40	46.08
	2	39.54	40.73	41.95	43.21	43.86	44.52	45.19	45.87	46.56	47.26
	3	40.50	41.72	42.97	44.26	44.92	45.59	46.27	46.96	47.66	48.37
	4	41.47	42.71	43.99	45.31	45.99	46.68	47.38	48.09	48.81	49.54
	5	42.43	43.70	45.01	46.36	47.06	47.77	48.49	49.22	49.96	50.71

MEMORANDUM OF UNDERSTANDING

BETWEEN:

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

And

**THE NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA)
(Hereinafter referred to as the "Union")**

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

Should there be a Pay Equity adjustment for CR, SCY and/or LS classifications, the Employer will recognize, by way of a one time lump sum payment, the impact of adjustments made to these classifications subsequent to December 2, 1996 less the

total annual costs for each respective year associated with collective agreement increases that have taken place for each of these years and salary range adjustments.

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

It is agreed that the 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.

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

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

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

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The amounts are reviewable bi-annually on January 15th and July 1st by the parties to reflect the C.P.I. adjustments of the previous six (6) months. Any agreed upon adjustments would be applied effective February 1st and August 1st.

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

(1) The following prescribes the maximum amounts payable for expenses incurred while on travel status for authorized transportation, accommodation, meals and incidental expenses in Canada and the USA.

(2) The amounts listed in Section 6.1 and Section 7 are inclusive of GST.

(3) The GST is not applicable to the per diem rates for travel in the USA.

(4) The employee shall be reimbursed their actual and reasonable costs upon evidence of payment as described hereunder:

(5) **Definitions**

“Reasonable” costs for travel and accommodation shall be interpreted as meaning:

Travel: Standard commercial transportation at economy class unless otherwise approved by a manager.

Accommodation: Standard commercial accommodation. (Additional costs incurred for luxury accommodation will not be reimbursed.)

(6) **Mileage (Kilometer) Rates**

The rates payable in cents per kilometer for pre-authorized use of private cars:

6.1	\$0.475	- employer requested
	\$0.115	- employee requested

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

(7) **Meals and Allowances**

7.1	<u>In Canada</u>	<u>Can\$</u>
	Composite meal and incidental allowances (daily rate)	
	~ commercial	55.00
	~ private/government/institutional	50.00
	Meal Allowances	
	~ breakfast	12.75
	~ lunch	12.15
	~ dinner	34.10
	Incidental Expense Allowances	
	~ All types of accommodation	13.50

Note: Frequent flyer points can be kept by employee. All employees are required to make their own travel arrangements - no central agency bookings.

- 7.4 For each day or part day in travel status where overnight accommodation is authorized, a 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 travel status of less than one day, i.e., when a round-trip journey generally takes place on the same calendar day, the appropriate meal expense will be paid. The employee shall submit receipts to support meal claims when so requested by the employer. Reimbursement shall be based on actual costs incurred and shall not exceed the appropriate meal allowances.
- 7.6 Meal expenses incurred within the GTAA area shall not be reimbursed except as otherwise approved by the employer.

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

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UNION OF CANADA (CAW-CANADA)
(Hereinafter referred to as the “Union”)**

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

Internal Harassment Redress Procedure

Introduction

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

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

Definition

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

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

Policy Statement

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

Procedure

(1) Informal Stage

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

(2) Formal Stage

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

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

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

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

The Vice President, Human Resources and Administration, will also meet with the respondent, and

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

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

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

If the Vice President, Human Resources and Administration, in consultation with appropriate managers, and the Union where applicable, deems it to be in the best interest of all parties when a

complainant and a respondent have a subordinate and supervisor relationship, both should be physically and hierarchically removed from each other during an investigation. The Vice President shall take the appropriate action.

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

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

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

Rights and Responsibilities

(1) Complainant

The Complainant has the right:

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

He/she has the following responsibilities:

- to make his/her disapproval or unease about a person's actions known within a reasonable time to the alleged offender;
- to seek immediate assistance from a supervisor, Human Resources Manager and Union Representative, at the employee's request, to

- obtain advice on an appropriate course of action;
and
- to cooperate with those responsible for investigating the complaint.

(2) Respondent

The Respondent has the right:

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

He/she also has the following responsibilities:

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

(3) Managers

The Manager has the responsibility:

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

(4) Investigator

The Investigator has the responsibility:

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

(5) Vice President, Human Resources and Administration

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

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

Time Frames

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

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

Mediation

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

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

The report shall include a statement of desire from the parties indicating whether the formal procedure described above should or should not be suspended

pending the mediation process. Where the complainant(s) and respondent(s) fail to agree, the formal process shall continue during mediation.

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

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

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

Harassment Investigation Training

The Employer will provide a similar harassment training program to that which was given to managers

for the union bargaining committee to be completed on or before December 31, 2009.

MEMORANDUM OF UNDERSTANDING

BETWEEN:

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And

**THE NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA)
(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 & Touche shall continue to work under the direction of the committee in providing advice and other services.

6. The Committee shall be mandated:
 - i. to develop a communication plan;
 - ii. to select the evaluation factors, define the factors, and to develop and define the degree definitions;
 - iii. to determine the weights of each factor and point distribution within the factors;
 - iv. to identify the format of job descriptions required to support the evaluation of benchmarks and the remaining jobs;
 - v. to identify and evaluate benchmark positions to be used to test the draft plan and serve as a guide to subsequent evaluations;
 - vi. to identify the rationale to be used to support the rating of the benchmark positions;
 - vii. to develop an appropriate classification level structure and point boundaries for each level;

- viii. to obtain all the organizational information including organizational charts necessary to complete the evaluation of benchmarks;
- ix. to submit the evaluation plan design, benchmark evaluations and supporting job descriptions and rationales to the Parties for approval;
- x. to hear and resolve appeals at the first level.

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

- 7. Evaluations beyond the benchmark level will be conducted by the Employer. Once all positions have been evaluated and results issued upon conversion to the new plan, employees who disagree with the results of their evaluations may file classification appeals within twenty-five (25) working days, outlining in writing, the reason(s) for the appeal. Appeals will be directed to the

Committee for review. The Committee shall consider and decide the matter within forty (40) working days following receipt of the appeal. The committee shall have the authority to call witnesses and to consider all relevant documentation in rendering its decision. The Committee will provide written reasons for its decision. All pay adjustments for the position under appeal will be put on hold pending the appeal decision.

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

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

Employees may file job content grievances in accordance with the provisions of the collective

agreement should they disagree with the job data conveyed in their job description submitted for evaluation either as Benchmarks or to implement the new plan.

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

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

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

MEMORANDUM OF UNDERSTANDING

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UNION OF CANADA (CAW-CANADA)
(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 & 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.

At least six months prior to the expiration of the Collective Agreement, the parties will evaluate the harmonized positions through a job evaluation process in accordance with the following:

- The process will be facilitated by a mutually agreed consultant;
- Job levels, bands and number of bands will be considered;
- Any applicable memorandums will also be evaluated;
- Recommendations will be prepared for the next round of collective bargaining;
- Costs of the process will be paid by the Employer.

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TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA)
(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:

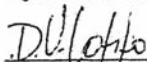
- 1) Point breaks
- 2) Salary grids
- 3) Official document containing all job titles and their point totals according to the classification system.
- 4) Pay notes document

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 25th day of July, 2007.

Signed for the Employer

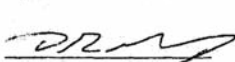




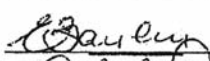


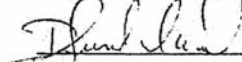


Signed for the Union











Mike Ebo
Julien Martin
JULIEN MARTIN

DL
[Signature]
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V.L.R.

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: carpenters, 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.

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 Const/Util 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	458
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 & Signs Ass't	480
Revenue Billing Clerk	481
Labourer	483
Admin Assistant Contracting	488
Admin Ass't Corp & Cultural Programs	488
Admin. Support/General Services Coord	498
Commercial Vehicle Clerk	501
Custodial Inspector	515
CADD Technologist	538
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 Controller	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	588
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

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	918
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, ADCC	1035
Supervisor, Airside Safety Officers	1053
Senior Systems Analyst	1058
Superintendent, Contracting	1064
Superintendent, Apron Operations	1068
Senior Env'l Officer/Meteorologist	1066
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

Coordinator Lease Light Vehicles	628
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	659
Airfield Maintenance Specialist	659
Pass / Permit Clerk	669
Maintenance Dispatch Supervisor	676
Commercial Vehicle Systems Ops Off.	678
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
Weilder	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 Planning 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	838
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 Coord	890

MEMORANDUM OF UNDERSTANDING

BETWEEN:

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

And

**THE NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA)
(Hereinafter referred to as the "Union")**

Shift Scheduling Committee

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

1. The Joint Management/Union committee shall be comprised of four (4) employees plus one (1) employee alternate, being appointed by each side. Members will have equal status.

2. The committee shall discuss matters related to shifts and shift schedules and shall provide management with constructive recommendations and timely advice on such matters.
3. Employees who participate as committee members shall do so without loss of regular non-overtime wages, including reasonable preparation and attendance at meetings. A shift worker who participates as a committee member shall be transferred to the day shift for those days on which the committee meets.
4. The committee shall meet a minimum of two (2) times per year.

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UNION OF CANADA (CAW-CANADA)
(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, upon request of a seasonal employee and with the approval of the Employer, overtime shall be compensated by leave with pay. The duration of such leave shall be equal to the overtime worked multiplied by the applicable overtime rate and shall not exceed a maximum of sixty (60) hours compensatory time at any one time in the twelve (12)

month period to be determined by the Employer. Payment of such leave shall be at the 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. When in a calendar year, a seasonal employee has not been granted the compensatory leave requested, such corresponding compensatory leave hours, up to a maximum of sixty (60) hours, may, at the seasonal employee's option and written request, be carried over for one (1) year. In all cases, unused compensatory leave days shall be paid out as of December 31st annually at the seasonal employee's straight time rate of pay.
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.
4. A maximum combined total of the above compensatory and vacation leaves shall not exceed one hundred and sixty (160) hours.
5. At the end of this calendar year, all those employee's, who currently have more than the combined total of

one hundred and sixty (160) hours, must cash out any hour(s) in excess of the agreed upon maximum, as detailed above.

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1. The provisions of this Agreement shall apply to employees in the designated skilled trades.
2. For identification purposes only, the designated skilled trades covered under this Appendix are:
 - Electrician
 - Construction and maintenance; and,
 - Industrial.
 - Plumber;

- Plumber, Pipefitter; and,
 - Steamfitter.
 - Mechanic
 - Millwright mechanic;
 - Heating, ventilation and air conditioning mechanic;
 - Automotive mechanic; and
 - Heavy duty and/or Diesel mechanic.
 - Carpenters
3. Entry into the designated skilled trades shall be restricted to persons who provide documents proving their claim to journeyman status both to the Company and the Union skilled trades committee person.
4. A journeyman 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, and possesses proof of 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 or she claims journeyman status.
5. The Union may appoint or elect, and the Company shall recognize; a Skilled Trades Bargaining Committee Member.

6. The Company agrees to deduct the sum of one half-hour per year as dues to the CAW Skilled Trades Council, from employees hired or transferred to a skilled trades classification. Such deduction shall be made at the same time as regular union dues and thereafter on a regular basis in January. These deductions, along with the names of the employees, shall be remitted to the financial secretary of the local union.

Skilled Trades Committee:

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 and discuss issues affecting the Skilled Trades such as:

- Planned and Predictive Maintenance;

- Technology based solutions;
- Upgrading core competencies and training;
- 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.

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 endeavour to alleviate the Skilled Trades employee's 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.

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.

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

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.

The Committee has the following role:

- Establish and follow Terms of Reference.
- Provide the testing criteria, content and marking schemes.
- 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.
- Participate in the review of the potential candidates who may enter into the program.
- Monitor the progress and effectiveness of the various apprenticeship programs and taking action to improve program effectiveness.
- Assist the apprentices throughout the learning process by coaching and counseling.
- Congratulate the apprentices upon completion of the program.

The Union has the following role:

- Participate on the Employer/Union Skilled Trades Committee.
- Promote the apprenticeship training opportunity.
- Provide information to the committee on possible employee departures that could affect the status of the skilled trades.
- Assist interested employees with the expression of interest process.
- Assist the apprentices throughout the learning process through coaching and counseling.

The Employer has the following role:

- Participate on the Skilled Trades Committee.
- Determine the economic and business viability of offering an apprenticeship training opportunity.
- Solicit expressions of interest for the apprenticeship training opportunity.

- Establish a short list of interested employees who meet the established requirements.
- Administer the selection exam (both written and verbal) to the employees identified on the short list.
- Establish a list of qualified employees.
- Offer the apprenticeship training opportunity to the qualified employees in order of seniority.
- Oversee and monitor the apprentice's on-the-job training.
- Monitor attendance at work and related training classes.

The Apprentice has the following role:

- Attend college classes in programs identified by the apprenticeship committee as being essential to the formation of a qualified tradesperson
- Attend trade school at the designated times.
- Successfully complete the trade school portion.
- Work cooperatively with the leading journey person.

The following shall receive copies of the Apprentice Agreement:

- The Apprentice;
- The Company;
- The Employer/Union Apprenticeship Committee;
- Registration agencies; and
- The Local Union.

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BETWEEN:

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**EXPEDITED ARBITRATION
TRIAL PROJECT**

A. OVERVIEW

The joint GTAA – CAW - Expedited Arbitration Trial Project is designed to build on positive developments between the two organizations. It is an Enhanced Problem Solving tool that can assist the parties in avoiding the potential pitfalls that, in the past, may have had negative effect on their working relationship.

The underpinnings of the project are the joint recognition, that the effective and timely administration of the collective agreement between the GTAA and CAW can be a positive tool to achieve the goals of both organizations. Enhanced Problem Solving initiatives can facilitate timely and effective contract administration.

Raising awareness and information sharing of collective agreement issues between organizations, in a timely manner can improve, not only the relationship between the two organizations, but workplace productivity. It allows employees to know that their concerns and issues are being addressed in a timely fashion and thereby focus on their workplace duties in a positive manner without unnecessary distraction.

B. OBJECTIVES

The purpose of the project is to:

- Share Best Practice information on contract administration
- Continue the development of a positive working relationship
- Focus on Collaborative and Enhanced Problem Solving techniques

- Avoid confrontation and positional approaches to issues
- Prevent the unnecessary escalation of disputes
- Continue to build a positive workplace culture

The organizations recognize that, without recognition and effort, changes in administrative representatives within both organizations can negatively impact on previously positive relationships. Continuity and development of senior management, as well as union representatives, is assisted through the development of information sharing processes, common understandings and enhanced problem solving methods.

At the same time, the focus on upcoming contract negotiations can pull resources and distract from the need for timely contract administration. If unattended, local issues and disputes can unnecessarily escalate.

Both organizations recognize the need for collaborative approaches in order to address the ongoing challenges. Effective contract administration will:

- Promote a positive and collaborative Labour – Management Relationship;

- Contribute to a productive, safe and enjoyable workplace culture;
- Promote discretionary effort among employees.

Unresolved workplace disputes, conflict, disagreements and grievances can have a negative impact on attitudes, attendance and effort. When a large group of employees feel their workplace issues or grievances are not being resolved in a timely fashion they can lose faith in the system. While they may continue to discharge their required duties, they are less likely to exert the discretionary effort necessary to promote a positive workplace culture.

In order to maintain a positive workplace culture, employees need to know what is expected of them and what they are entitled to expect in the workplace. Unresolved issues and grievances can distract employees from focusing on their workplace responsibilities. In our age of rapid communication negative workplace cultures become widely known and can detract from recruitment and retention initiatives.

Many highly productive organizations, within and outside of the transportation industry, have recognized that timely resolution of workplace issues can enhance service delivery. Employees do not expect to always get the answer they want. However; they do expect to get an answer in a reasonable time. Waiting a

year or two to resolve workplace issues in the age of rapid communication is unacceptable to new age employees. It is also unproductive for all employees and employers.

Enhanced problem solving can be part of every organizational culture. Effective problem solving is a best practice that can be contagious. It is widely found to be the underpinning of most productive organizations. When applied early in the grievance process, through mediation it allows organizations the opportunity to shape their own solutions rather than have decisions made by an arbitrator. With that in mind the parties will commit to a two year Expedited Arbitration Trial Project as set out below.

C. MEDIATION - ARBITRATION PROCESS

Subject to mutual agreement, grievances not resolved at Stage 2 of the grievance procedure will be resolved in the following Mediation - Arbitration process:

D. 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.

E. 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.

F. 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 “E” 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 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.

MEMORANDUM OF UNDERSTANDING

BETWEEN:

**THE GREATER TORONTO AIRPORTS AUTHORITY
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And

**THE NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA)
(Hereinafter referred to as the “Union”)**

GROUP HEALTH BENEFITS REVIEW

The parties agree that within 90 days (or upon agreement of the parties, an extended period) of the ratification of the new consolidated collective agreement they will meet in committee (three representatives per side) to review the benefits currently in place under the PSAC 0004, CAW 2002, PSAC 0005 Collective Agreements and the newly included employee benefit plans. This review shall not include the Short Term Disability (STD) plan which is currently part of the CAW 2002 collective agreement. This review will be undertaken on a “cost neutral

basis” and shall include cost consideration of any co-pay or co-contribution feature of any parts of the above referenced plans (i.e. LTD Premium).

Should the parties be unable to resolve all issues arising from the aforementioned review within a period of six months, the matter shall be referred to an arbitrator agreed upon by the parties who shall settle the benefit plan on a final and binding basis. In reaching any decision, the arbitrator will not consider the aforementioned STD plan and the final plan shall not include an STD component. The arbitrator will act at all times on a cost neutral basis and, without limiting the forgoing, shall include cost consideration of any co-pay or co-contribution feature of any parts of the above referenced plans (i.e. LTD Premium).

If the parties are unable to agree on the name of an arbitrator, then Richard Hornug will be requested to act as an arbitrator to settle the benefit plan.

It is understood and agreed that the “cost neutral basis” benefit review and arbitration shall be confined and restricted to only the current health benefit coverages of the above mentioned plans.

MEMORANDUM OF UNDERSTANDING

BETWEEN:

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

And

**THE NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA)
(Hereinafter referred to as the "Union")**

PENSION PLAN

Upon ratification of the new consolidated Collective Agreement, all new eligible GTAA employees must join the DC Contributory Plan, as follows:

6% of their base salary will be matched by the GTAA at 50% for those employees who have more than 1 year of service and less than 5 years.

6% of their base salary will be matched by the GTAA at 75% for those employees who have more than 5 years of service and less than 10 years.

6% of their base salary will be matched by the GTAA at 100% for those employees who have more than 10 years of service.

Eligibility will be after one (1) full year of service and vesting after two (2) years.

MEMORANDUM OF UNDERSTANDING

BETWEEN:

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

And

**THE NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA)
(Hereinafter referred to as the "Union")**

WHEREAS the Canine Unit (The Unit) at the Greater Toronto Airports Authority (GTAA) has not historically been part of any union bargaining unit.

AND WHEREAS the Parties to this Agreement have agreed that The Unit, excluding its Manager, are to be part of the new, consolidated bargaining unit.

AND WHEREAS the Parties wish to integrate The Unit into the bargaining unit having regard to the preservation of certain practices of The Unit.

THEREFORE the Parties have agreed as follows:

1. Manager of the Unit

As per the Arbitral Award of Tom Hodges, dated January 20, 2010, the current Manager may continue to perform bargaining unit work consistent with the following:

- a. Such work will not exceed levels worked by the manager in the year prior to this award.
- b. Except in emergency situations, the Canine Unit Manager will not perform bargaining unit work that is unscheduled or overtime when bargaining unit employees of the Canine Unit are available.

2. Payment of Overtime

The Employer will permit current RSO Book hours to be carried over into 2010 and converted to

compensatory leave. The compensatory leave hours will be rolled into the vacation bidding process as referenced in the CBA. The RSO hours will be utilized first, prior to any vacation hours. From the date of this agreement until January 1, 2011, no hours which would fall under the former RSO book will be banked as time, but will be cashed out. This will result in GRV-033-09 (333-65-09) being withdrawn.

3. Pay for Activities including Kennelling of Medical Treat of Dog

No activity involving the care or control of a Unit employee's dog will be considered a "call in" under the terms of the Collective Agreement nor will the terms of Article 17.02 (c) apply. If a Unit employee's dog requires kennelling the employee will be paid a minimum of one hour at applicable overtime rates (provided this is not done while on shift) to take his dog to the kennel and a minimum of one hour at applicable overtime rates to retrieve his dog from the kennel.

If a Unit employee's dog requires the medical care of a veterinarian the employee will be paid a

minimum of one hour at applicable over time rates for the visit to the veterinarian. If the nature of the medical care requires the dog to be left overnight then the employee shall be paid a minimum of one hour at applicable overtime rates to retrieve the dog from the veterinarian.

4. Boots

The Employer will provide a reimbursement of up to \$250.00 per calendar year to Canine Unit employees upon the submission of a receipt satisfactory to the Employer indicating the expenditure of up to the above amount on the appropriate green patch safety footwear.

5. Vehicles

As per the Arbitral Award of Tom Hodges, dated January 20, 2010, the current practice with respect to the providing of vehicles and payment of gas and maintenance expenses will remain in effect until otherwise negotiated between the parties. Such negotiations may take place during the life of the collective agreement through mutual agreement or in the next round of collective bargaining as set out in the Canada Labour Code.

6. Kennel Repair and Upkeep

The GTAA will pay to the Unit employees an amount of \$110.00 a month for upkeep on the dogs kennel, water, electricity and all other elements connected to the dog's well being. This amount will be reviewed annually and changes to the above referenced amount shall be in compliance with RCMP rates.

7. Canine Veterinary Expenses

The GTAA agrees to pay the costs of veterinary treatment of the dogs directly if the employee obtains an invoice from the veterinarian to the GTAA and submits it to the GTAA for payment.

8. Other Canine Unit Practices

As per the Arbitral Award of Tom Hodges, dated January 20, 2010, any unique working conditions or past practices of the Canine Unit not incorporated into the Memorandum of Agreement or modified by the provisions of the new collective agreement shall remain in force until otherwise negotiated between the parties.

This Memorandum of Agreement will be considered part of the Collective Agreement between the parties with the proviso that where there are conflicts between the Collective Agreement and the Memorandum of Agreement the language of the Memorandum of Agreement will prevail.

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