

MEMORANDUM OF UNDERSTANDING

BETWEEN:

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

And

Unifor, Local 2002, District 333
(Hereinafter referred to as the "Union")

2020 Workforce Reduction: Recall

WHEREAS on July 14, 2020, the Company gave the Union formal notice of a workforce reduction; and

WHEREAS the Company and Union have worked through the layoff process and employees/members of Unifor will be on Recall; and

WHEREAS the collective agreement between the Company and Union have limited language on recall; and

WHEREAS the Company and Union agreed to a Memorandum of Understanding signed in August 26, 2020, that recall would be extended from 1 year to 3 years under certain terms agreed to between the Parties

The parties hereby agree:

1. All employees subject to recall as per the 2020 Workforce Reductions for which notice was provided on July 14, 2020, will be included on the *Recall List*
2. The recall list will be effective until the earlier of November 10, 2023 or the *Recall List* being exhausted through placement to vacant positions and/or severance of all employees on the list.

Period Expiring November 10, 2021

3. For the period of the date of the signing of this *Memorandum of Understanding* to November 10, 2021, any bargaining unit vacancy or newly created position which the company intends on staffing either on a permanent basis or a term basis exceeding six (6) months, will be subject to reviewing the *Recall List*.
4. The most senior employee whom is deemed by the Company as qualified to perform the duties of a position to be staffed or being able to qualify within a training period not to exceed three (3) months, will be offered the position.
5. Should an employee, in order of seniority, not accept a position which was not the position they were laid-off from, the position will be offered to the next senior qualified employee, and the employee who refused the position will remain on the *Recall List*.

6. Should an employee not accept a permanent position which was the same position that they were laid from, the position will be offered to the next senior qualified employee, and the employee who refused the position will be removed from the *Recall List*, have their employment terminated and receive severance pay as per Article 27 of the collective agreement.

Period of November 11, 2021 to November 10, 2023

7. All employees that were part of the 2020 workforce reduction who are still remaining on the *Recall List* as of November 11, 2021, will remain on the list for a period of two (2) additional years.
8. Employees on the recall list during this two-year period will only be offered vacancies (permanent or terms exceeding six months) which the Company intends on staffing, for the specific positions they were laid-off from.
9. Should an employee, in order of seniority, not accept recall on a permanent basis to the same position they were laid-off from, they will be removed from the *Recall List*, have their employment terminated and receive severance pay as per Article 27 of the collective agreement.

General

10. During the recall period, an employee will continue to accrue company seniority as per the provisions of Article 15:10.
11. Employees on recall will be treated as internal candidates for the purpose of any job postings which proceed within the Company, and which employees apply for.
12. While on recall, an employee will continue to be covered by the Extended Health and Dental Plans for the lesser period of six (6) months or obtaining alternate employment.
13. In responding to an offer of recall, an employee on the *Recall List* must respond to the employer within three (3) business days and must be available for recall within ten (10) business days of acceptance of the offer of recall. Should an employee not respond to an offer of recall within three (3) business days or be available for recall within ten (10) business days from confirming acceptance, the position will be offered to the next qualified employee, and the employee may be removed from the recall list and terminated.
14. As per the terms of the collective agreement, leave such as vacation and sick will not accrue during the period of layoff. An employee's sick leave credits will be held in abeyance during the period of recall. An employee's vacation, compensatory and lieu time credits will be cashed out upon being placed on recall.
15. Any employees not recalled by November 10, 2023 will have their employment terminated and receive severance pay as per Article 27 of the collective agreement.

Dated at Toronto this 14th day of October, 2020.

FOR THE EMPLOYER:

Judi Glo

FOR UNION:


