

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: Article 26

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

WHEREAS a portion of the workforce reductions will provide employees with displacement rights under Article 26 of the collective agreement; and

WHEREAS the parties have some different interpretations over the language within Article 26 as well as concerns pertaining to past practice; and

WHEREAS the intent of the Company and Union is to have alignment on the application of Article 26 in advance of employees working through the layoff procedure

The parties hereby agree:

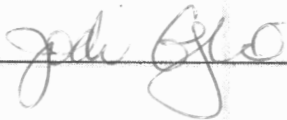
1. That this Memorandum of Understanding is being agreed to on a one-time without prejudice or precedent basis, however, the parties further agree to have meaningful discussions at contract negotiations in 2023 with regard to thoroughly documenting the layoff and recall procedure in the renewal collective agreement;
2. Employees will only be able to displace one time for the 2020 workforce reduction. The Company agrees that if an employee is not meeting the required key elements of the position they displace into after 3 months, plus the 1-month extension in the collective agreement, the Company will provide an additional 2 month extension to determine whether the employee can meet the required key elements of the position. If unsuccessful after the 6 months, the employees will not have any further displacement rights. Such extension would apply to those moving to vacancies as well. This extension does not alter the thresholds in Article 26 for movement into a vacancy or displacement in that the criteria for such a movement is that the employee must meet the required key elements of the position within 3 months.
3. Employees will have the option of displacement or a vacant position as per Article 26, however, all vacancies must be filled (where employees meet the criteria of having the ability to perform the required key elements of the position within 3 months of training). As such, some employees will not have an option of displacement and will need to move into a vacant position (where there is no one else in the Band Level who can move into the vacancy). During the meetings with affected

employees, they will be provided with a listing of vacant positions, positions they used to work in and the listing of seniority within their band levels and/or classifications (with the most junior at the focus).

4. When working through displacement, the Company and Union will look at the most junior employee in the band level and/or classification being reviewed, and pending the employee having the ability to perform the required key elements of the job within 3 months of training, this will be the role the employee will displace into. Where this criteria is not met the Company and Union will look at the second most junior employee and follow this process until the criteria is satisfied.
5. The Company will extend the right of recall from 1 year to 3 years, as follows:
 - a) In the first year (November 11, 2020 to November 10, 2021) employees on recall will be considered for all vacancies, pending meeting the criteria of being able to perform the required key elements of the job within 3 months of training;
 - b) In the second and third year (November 11, 2021 to November 10, 2023), employees on recall will be recalled for vacancies, in order of seniority, only for the roles in which they were laid off from.
 - c) In the second and third year (November 11, 2021 to November 10, 2023), vacancies other than those described in (b) above, will be posted internally for which active employees and employees on recall may apply. The job posting process in the collective agreement will govern this process. Where an active employee is successful in such a job competition, if the position they were active in is a position an employee from recall was laid off from, the employee on recall will be recalled as per (b) above.

Dated at Aug 26th Toronto this 26th day of August, 2020.

FOR THE EMPLOYER:



FOR UNION: