

# **MEMORANDUM OF UNDERSTANDING**

## **BETWEEN:**

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

**And**

**UNIFOR, Local 2002  
(Hereinafter referred to as the "Union")**

WHEREAS the Employer is considering the insourcing of de-icing operations, effective July 1, 2015, due to a potential end of contract with the current service provider ("Servisair")

AND WHEREAS the Employer and the Union held discussions on February 27<sup>th</sup>, March 3<sup>rd</sup>, March 5<sup>th</sup> and March 9<sup>th</sup> on the potential for the insourcing of de-icing operations in relation to the current collective bargaining agreement between the Parties

AND WHEREAS the Parties reached an agreement in principle on March 9<sup>th</sup> pertaining to the recruitment for de-icing operations positions and a standby model for seasonal de-icing operators and newly hired seasonal snow removal operators, in the event that the Employer insources the referenced work

THEREFORE the Parties have agreed as follows:

1. The Employer will offer employment to current/former Servisair employees for the positions listed in (a) to (i) below (approximate number of employees per position are identified below), outside of the current collective bargaining agreement. Any positions that are not filled through this recruitment process will be posted as per the collective bargaining agreement:
  - a. 40 Full Time De-Icing Operators
  - b. 70 Seasonal De-Icing Operators
  - c. Quality Control (8) seasonal role
  - d. Full Time Mechanics (9)
  - e. Full Time Mechanic Supervisor (1)
  - f. Full Time Supervisors (8)
  - g. Full Time Zone De-icing Coordinators (10)

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- h. Full Time Aircraft Movement Controllers (10)
- i. Full Time Support Analyst (1)

2. The following standby model will apply to all seasonal de-icing operators, and all seasonal snow removal operators hired after the date of this Memorandum:

- a. Operators will be guaranteed 1040 hours of pay per season (40 hours per week for 6 months of the year).
- b. Operators will only be called into work when required i.e. training, weather event, clean-up, operational requirement, meeting, etc., and will be required to report into work when called.
- c. Regardless of actual hours worked in a pay period, operators will be paid 80 hours bi-weekly.
- d. The parties agree to the averaging of standard and maximum hours of work necessary to facilitate the 1040 standby schedule for the season and will develop the terms of implementation.
- e. Actual hours worked within an averaging agreement will be deducted from the 1040 hours at straight time.
- f. Actual hours worked outside an averaging agreement will be deducted from the 1040 hours at the rate of time and one-half (1.5X).
- g. Any hours worked in excess of the 1040 hours being deducted will be paid at a rate of time and one-half (1.5X). *For example, if an employee had all 1040 hours deducted during the winter season and then worked 100 additional hours, the 100 additional hours would be paid to the employee at the rate of time and one half (1.5X).*
- h. Call-ins will have a minimum of three hours deducted from the 1040 and there will be no split shifts.
- i. Call-ins will be distributed on an equitable basis
- j. Crews will be assigned one of two shifts for standby
  - i.e. a 2 crew system would have employees on standby 12 hours per day, 7 days per week (Night Shift 1700-0500, Day Shift 0500-1700)
  - i.e. a 4 crew system, if implemented, would have a different requirement, however, employees would be on standby for either a night shift or a day shift throughout the week
- k. Operators will not receive standby pay, as per the collective agreement, for the 40 hours per week which they are being paid (whether called in or not). Operators will receive standby pay, as per the collective agreement, for the

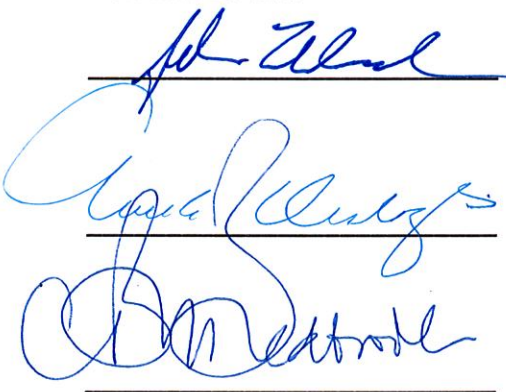


hours within a week, above and beyond the 40 hours which they are being paid, only.

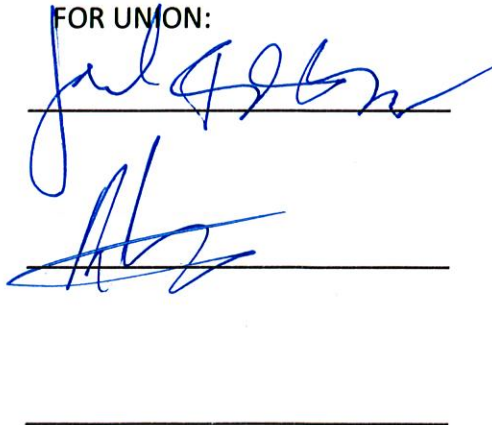
- l. Day/night standby will rotate every 28 days
  - m. Start dates will be staggered for operational continuity:
    - i.e. Standby Crew 1 October 8<sup>th</sup>-April 6<sup>th</sup>, Standby Crew 2 October 22<sup>nd</sup> – April 20<sup>th</sup>
3. The current seasonal snow removal operators (approximately 72) will be grandfathered under the current terms and conditions of the collective bargaining agreement. In contract negotiations in 2016, the Parties will discuss the integration and cross utilization of seasonal snow removal operators and seasonal de-icing operators, with the objective that this will come into effect for the 2016-2017 winter season.
4. The date of hire (i.e. July 1, 2015) will be both the service and seniority date for any Servisair employees hired by the GTAA.

Dated at TORONTO this 17<sup>TH</sup> day of MARCH, 2015.

FOR EMPLOYER:

  
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FOR UNION:

  
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March 17, 2015