

MEMORANDUM OF AGREEMENT

BETWEEN:

THE GREATER TORONTO AIRPORTS AUTHORITY

(Hereinafter referred to as the "Company")

and

Unifor, Local 2002, District 333

(Hereinafter referred to as the "Union")

Interim Agreement on the Transition to the CAAT DBPlus Pension Plan

WHEREAS the Company and Union (the "**Parties**") agreed to a renewal collective agreement for the period August 1, 2019 to July 31, 2023 (the "**CBA**");

AND WHEREAS the Company and the Union entered into a Memorandum of Understanding (the "**MOU**") to provide for eligible bargaining unit employees (each a "**Participating Member**") to cease participating in the defined contribution component of the Greater Toronto Airports Authority Employees' Pension Plan, amended and restated to January 1, 2011 as subsequently amended (the "**GTAA Plan**"), and commence participating in the DBPlus component of the Colleges of Applied Arts and Technology Pension Plan (the "**CAAT Plan**") effective as of the Transition Date (as defined below);

AND WHEREAS the MOU states that the cessation of participation in the GTAA Plan and commencement of participation in the CAAT Plan may take place on a date that is on or after January 1, 2021, the actual date of such transition taking place, being the "**Transition Date**";

AND WHEREAS the Company has entered into a participation agreement with the administrator of the CAAT Plan dated July 23, 2019 which provides for each Participating Member and the Company to contribute to the CAAT Plan at a rate of "6.5%" (the "**CAAT Contribution Rate**");

AND WHEREAS the Company and the Union disagree over the definition of earnings on the basis of which contributions to the CAAT Plan in respect of a Participating Member should be calculated (the "**Earnings Definition**");

AND WHEREAS the Company and the Union wish to make interim arrangements for the Participating Members' cessation of participation in the GTAA Plan and commencement of participation in the CAAT Plan effective January 1, 2021 pending the full and final resolution of their disagreement over the Earnings Definition;

NOW THEREFORE the Company and the Union hereby agree as follows:

1. The Transition Date shall be January 1, 2021.
2. For the purpose of calculating contributions to the CAAT Plan for each Participating Member, contributions effective as of the Transition Date shall be calculated by multiplying:

- a) the CAAT Contribution Rate, subject to paragraph 5 of this Memorandum of Agreement;

by
 - b) the Participating Member's earnings, as such term has been applied by the Company in calculating contributions to the GTAA Plan as of the date of execution of this Memorandum of Agreement (the "**Existing Earnings Definition**").
3. The Company and the Union agree that this Memorandum of Agreement shall become null and void and cease to have any application, force or effect upon the occurrence of one of the following events, whichever occurs the earliest:
- a) the Company and the Union reaching a written, full and final settlement agreement regarding the Earnings Definition, on such effective date as may be agreed to by the Company and the Union; or
 - b) a written arbitration award is issued, in respect of any grievance regarding the Earnings Definition which may be filed by the Union pursuant to the CBA, by a duly appointed arbitrator pursuant to the CBA which fully and finally determines the disagreement between the Company and the Union regarding the Earnings Definition, on such effective date as may be ordered by such arbitrator.
4. For information purpose and for the purpose of this Memorandum of Agreement only, the Existing Earnings Definition includes the following monies that are received by a Participating Member from the Company in the course of employment pursuant to the CBA:
- a) base salary;
 - b) retroactive salary;
 - c) acting pay;
 - d) bilingual bonus;
 - e) maternity leave top-up; and
 - f) instructor premiums;

and excludes any and all other monies which may be received or are received by a Participating Member from the Company that are not specifically and explicitly set out in this paragraph 4.

5. In the event of either of the following:
- a) the administrator of the CAAT Plan, acting in its sole discretion, reduces the Employer and Employee CAAT contribution rate, including where doing so would be required or permitted under the CAAT Plan and applicable law; or
 - b) the Company and the Union agree to amend the Employer and Employee CAAT contribution rate, as required or permitted by the administrator of the CAAT Plan and applicable law,

the CAAT Contribution Rate shall be the Employer and Employee contribution rate pursuant to subparagraphs 5.a) or 5.b) of this Memorandum of Agreement, as applicable.

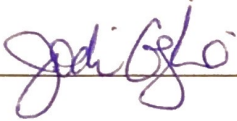
6. The Company and the Union reserve any and all of their respective rights, existing as of the date of execution of this Memorandum of Agreement, to file a grievance in accordance with the Grievance and Arbitration Procedure of the CBA.

7. This Memorandum of Agreement is made without prejudice to any position that either Party may take, nor shall it constitute a waiver by either Party of any right, defense or objection it may put forward, in any and all grievance(s) and/or arbitration proceedings instigated by either Party pursuant to the Grievance and Arbitration Procedures of the CBA.

8. In the event of either paragraphs 3.a) or 3.b) of this Memorandum of Agreement, the Company and the Union shall make a joint written request to the administrator of the CAAT Plan to amend the Earnings Definition to the extent necessary in order to comply with the settlement agreement, arbitration award and/or the CBA, as applicable.

Dated at Mississauga this 27th day of November, 2020.

FOR THE EMPLOYER:



FOR UNION:

