
IN THE MATTER OF AN ARBITRATION

BETWEEN

**GREATER TORONTO AIRPORT AUTHORITY
(hereinafter the “Employer” or “GTAA”)**

**AND
UNIFOR LOCAL 2002
(hereinafter the “Union” or Unifor)**

JOB EVALUATION GRIEVANCES

ARBITRATOR:

Tom Hodges

FOR THE EMPLOYER:

Bonny Mak, Counsel, Mathews, Dinsdale & Clarke
Adam Thibideau, Director, Employee & Labour Relations
Sarah Lee, Associate Director, Employee & Labour Relations
Jodi Giglio, Human Resources Business Partner
Jean Beckberger, Manager, Compensation and Performance Management
Glenn Henderson, Director, Airside Ground Operations
Todd Browne, Associate Director, Airfield Operations

FOR THE UNION:

Antonios Kourteridis, Bargaining Representative
Richard Pucilowski, District Chairperson
Mario Dinardo, Bargaining Representative
Zafar Hayat, Specialist Surface Maintenance
Douglas Rich, Specialist Surface Maintenance
Danny Errett, Supervisor Airfield Maintenance
Hafeez Hussain, Supervisor Airfield Maintenance

HEARING: October 16, 2025

AWARD: November 17, 2025

AWARD

[1] This matter concerns two Job Evaluation grievances submitted on behalf of employees occupying the positions of Supervisor Airfield Maintenance and Specialist, Airfield Surface Maintenance. The grievances claim that both the positions are not accurately placed in the salary grade rating. The two jobs are directly related in that the Supervisors are responsible for the work performed by Specialists. Given the relationship between the positions, the parties each provided one arbitration brief for both grievances. For that reason, the parties also agreed that I have the jurisdiction in this dispute and to render two decisions in one award and in accordance with the arbitration provisions of the collective agreement.

[2] The parties exchanged comprehensive briefs and replies in an agreed process in the week prior to the hearing. The briefs were also filed with me at the same time and thoroughly read prior to the hearing. The parties acknowledged that the purpose of this expedited arbitration serves to provide equitable as well as prompt resolution of disputes that may arise. In so doing they agreed to have the following issues determined as preliminary matters before turning consideration of the case on its merits.

PRELIMINARY ISSUES

Legal Counsel

[3] The Union filed a preliminary objection challenging the Employer's decision to use legal counsel at the hearing. Bonny Mak, Counsel, Mathews, Dinsdale & Clarke had assisted the Employer in preparation for the hearing and the Employer's brief. The Union made no objection to the actual briefs or counsel's involvement in preparation of the briefs. On that basis, and the circumstances that exist in this particular case I denied the objection. I noted the significant and longstanding experience of the Union Representatives present with the arbitration process and advancing the argument in their briefs. Having received and read both parties briefs in advance, I found that Employer counsel would be restricted to making the Employer's opening statement and providing assistance in the mediation process. The Union did not express an unfairness in the mediation – arbitration of either grievance as a result of counsel participation.

Outside Contractor Comparators

[4] Unifor had submitted that the GTAA should consider increase the wages in this matter to reflect outside contractor wages for comparable duties. It says that the GTAA has not consistently maintained a compensation structure where skilled GTAA employees receive wages comparable to or exceeding those of GTAA outside contractors. Specifically, certain GTAA airfield maintenance outside contractors, performing the same work as GTAA employees are compensated at a higher rate.

[5] The Union submits that while the contractors contribute to airfield operations, the GTAA Airfield Supervisors bear a greater scope of responsibilities. Despite this, GTAA contractors receive a higher hourly rate. It says that during the most recent collective bargaining process in 2023, both the GTAA and Unifor acknowledged that the wages of the GTAA's skilled-trades workforce were below those of GTAA contractors performing similar work. Consequently, an agreement was reached to adjust all GTAA skilled trades wages to align with industry standards and the compensation levels of contracted skilled trade work.

[6] The Employer objected to the Union's submissions regarding the consideration of skilled trades and outside contractors as comparators in this matter. It relied on *Omni Health Care v Service Employees International Union, Local 1*, 2018 CanLII 38768 (ON LA) in which arbitrator Gail Misra stated:

49. In *Muskoka Algonquin Healthcare*, cited above, as here, the employer sought a ruling in advance of proceeding on the merits that external comparators were irrelevant, and that evidence of them should not be admitted. In that case, the employer relied on the language of the collective agreement which explicitly stated that "any Arbitration Board

shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the Hospital and duties and responsibilities involved” (at para. 28 of the decision). The arbitrator noted that he was dealing with a rights arbitration, and found that in the absence of agreement of the parties, he did not have jurisdiction to take an interest arbitration approach to settling the wage rate (at para. 29). He noted that an arbitrator constrained by such language should not look externally, but rather where there were workable internal comparators, should consider them.

[7] While I sustained the objection, I must add that I also agree with the arbitrator’s comments objection in *Muskoka supra* on Employer actions stating:

47. Should I find that the Employer acted in a manner that is arbitrary or discriminatory, I will still be acting as a rights arbitrator, and not an interest arbitrator, in fashioning a remedy. It is too early to determine what that would entail.

Jurisdiction

[8] At the outset of their submissions the Employer also raised the issue of the arbitrator’s limited jurisdiction. It took the position that the instant grievances are limited to a review under Appendix G for three reasons:

- The appeals were filed with the JEC, not the Joint Classification Committee as required by Appendix F, nor the Employer as required by Appendix F1;
- The appeals were filed beyond the twenty-five (25) working days time limit in Appendices F and F1;
- With respect to Appendix F1, the appeals do not relate to a position that has migrated from a different bargaining unit, or to a position that was not previously within the bargaining unit.

[9] The Employer says the Arbitrator’s jurisdiction is limited to whether the GTAA complied with the requirements of Appendix G. The only substantive requirement in Appendix G is that the JEC must make its determinations in accordance with the principles of the Job Evaluation Plan.

[10] The Employer submits that there is no provision in Appendix G explicitly allowing for a review of the JEC decision by a third party.

[11] I find that under the *Canada Labour Code*, arbitrators may determine any dispute arising out of the Collective Agreement.

[12] The *Code* also addresses arbitrator’s authority for extending time at any step in both, the grievance process and arbitration procedures set out in a collective agreement.

[13] Section 60(1.1) of the *Canada Labour Code* allows an arbitrator to extend the time for filing a grievance and provides as follows:

60.(1.1) The arbitrator or arbitration board may extend the time for taking any step in the grievance process or arbitration procedure set out in a collective agreement, even after the expiration of the time, if the arbitrator or arbitration board is satisfied that there are reasonable grounds for the extension and that the other party would not be unduly prejudiced by the extension.

[14] I find that the case law on reasonable grounds to extend time limit is clear that all the circumstances must be considered as an interrelated whole. In this case the grievance was filed on October 17, 2023. The Employer says the appeals were filed beyond the twenty-five (25) working days-time limit. The Employer’s submissions stated that the Supervisor Grievance alleged that the GTAA violated Article 4 and Appendices F, F1 and G ostensibly due to the interpretation of the Supervisor job

description and resulting placement on Band 7 of the collective agreement between the parties (the “Collective Agreement”).

[15] I find that a series of relevant factors have been identified by arbitrators but no single factor is determinative. While there may have been a delay in the filing of the grievance on October 17, 2023, there is no evidence submitted that the Employer raised the delay prior to the written arbitration submissions. Indeed, as recent as the May 2025 response to the Supervisor, Airfield Maintenance Appeal response to the Employer raised no concern for the delay. Rather, the Employer stated in its response to the appeal that:

The GTAA remains committed to fair, consistent, and transparent evaluation practices, and we continue to apply the same principles across all job evaluations. While the evaluation system itself is longstanding, it remains a robust and reliable tool when applied consistently and objectively—as it was in this case.

We will continue to work in partnership with Unifor to address any outstanding concerns and to ensure that all roles are evaluated fairly, based on their content and not external comparisons.

[16] If there was a breach of time limits, I find on the evidence that there are reasonable grounds for granting an extension. I also find no evidence of undue prejudice and an extension, if required, should be granted.

[17] Further, in the collective agreement between these parties I find no deemed abandonment clause. Nor is there a claim that the Employer’s actions were on the assumption of an abandonment. Further, Article 13:01 of the collective agreement provides:

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.

Consistent Language

[18] Before addressing the issues in dispute I find it necessary to clarify a number of language issues. Arbitrators consistently agree on the guiding interpretative principle that the same words are to be given the same meaning and different words have different meanings. In the ordinary interpretation of a collective agreement, this interpretative principle is universally accepted. But the inconsistency of the language used by these parties for the same provisions and positions can contribute to mistrust as well as confusion. The parties are not consistent when referencing applicable provisions leading to confusion in the reading of this award. It is necessary to note the collective agreement has the following provisions:

Appendix F: Classification System- For the purpose of:

Establishing a job evaluation committee (JEC) and job evaluation plan

Appendix F1: Job Evaluation Plan MOU- setting out the administration of the plan

Appendix F2: JEC Memorandum of Settlement (8/25/2007) – containing a MOU for the conversion of all employees to the new GTAA Classification System

Appendix G: Job Evaluation MOU – setting out the process for JEC determination of Union Appeals and determining whether a “significant change is sufficient to move a position to a higher band level”

[19] The parties written submissions have used different titles for the same documents and positions. The Employer repeatedly references the Job Evaluation. Its brief refers to the Job Evaluation Plan attached at Tab 3. However, Tab 3 is the GTAA Job Evaluation System, and consistently footnoted in that document as the GTAA Job Evaluation System.

[20] For clarity and the purpose of this award it will be referred to as the GTAA Job Evaluation System. I find that a clearer and consistent terminology may have reduced some of the controversy and mistrust between the parties on this matter.

[21] The parties also refer to the positions in dispute in a number of different ways, not limited to, Grievance 1- the Supervisor, Airfield Maintenance (the “Supervisor”). Grievance 2 the Specialist, Airfield Surface Maintenance, Airfield Maintenance Operator” and Airfield Maintenance Specialist, (the “Specialist”) jobs (collectively, the “Jobs”).

[22] Again, for clarity in this award the positions will be referred to as the Supervisor and the Specialist.

[23] In the Employer submissions, they refer the core tasks, the role and scope and level of responsibility without referencing where these factors are found in the Job Evaluation System or Collective Agreement. The Employer stated:

27. The GTAA has employed employees in the Supervisor and Specialist jobs since at least 2003 (i.e., at the inception of the Job Evaluation Plan). Since that time, the jobs have evolved in terms of the methods and tools used, but the core tasks and job responsibilities have remained unchanged.

28. The most recent updates to the Supervisor and Specialist job descriptions in 2023 and 2024 have not changed the duties or scope and level of responsibility of these jobs. The jobs do not involve any additional duties as a result of these updates to the job descriptions. Rather, the job descriptions have been updated to more accurately describe and reflect the *existing* job responsibilities for these positions, as well as the processes and tools currently used.

[24] In the Employer’s response to the job evaluation appeal, it states that it regularly reviews and updates job descriptions and re-evaluates roles to ensure alignment with current responsibilities and organizational needs. It offers no evidence of the jobs being reviewed or updated prior to 2023 stating:

Response to Job Evaluation Appeal: Supervisor, Airfield Maintenance
Prepared by Jean Beckberger, May 2025

.....

It’s important to clarify that while the job evaluation system has been in place for many years, the GTAA regularly reviews and updates job descriptions and re-evaluates roles to ensure alignment with current responsibilities and organizational needs. The role of Supervisor, Airfield Maintenance was formally reviewed and re-evaluated in July 2023. This review included an update to the job description, an assessment of the scope and complexity of the role, and a verification of its placement within the existing wage band.

[25] There is no dispute that the foundation of the parties Job Evaluation language pre-dates the transfer of Toronto Airport operations from the Federal Government to the current Employer. After the transfer, the Transport Canada classification system was used until a Joint Union-Management Job Evaluation Committee was formed in 1999 to develop and implement the current Job Evaluation System. In mid-2001, the Company and the Union (PSAC at the time) formed a joint committee to address the issue of Job Evaluation, with assistance from the consulting firm commonly known as Deloitte. Throughout 2002 the parties set about identifying and defining factors, assigning weighting and point values to the factors, identifying 18 positions in the organization for testing, designing and collecting job data from incumbents and supervisors of Bench Mark positions, and evaluating the Bench Mark positions. Deloitte then prepared job descriptions from the questionnaires and developed rationales for Bench Mark ratings. The overall Job Evaluation System, including the agreed-to ratings, was signed by union and management

in June of 2005. They confirmed that the Benchmark ratings were final and binding, unless a definitive change in position responsibilities subsequently occurred.

[26] The Committee reached a consensus on the rating of all positions that existed at the time. It was briefly replaced by a job evaluation grievance committee; however, for some time now, the Employer has been exclusively responsible for evaluating and re-evaluating positions throughout its operations. These parties have had extensive experience in job evaluations and resolution of related and a large number of grievances brought before me. They recognize that job evaluation is about evaluating the duties being performed and not the employee who performs the duties. Further, in the Introduction to the GTAA Job Evaluation System, it states that the purpose of the system is to examine the content.

[27] I have reviewed and considered all of the submissions of both parties but will reference only what I found necessary for the purpose of reaching the decisions.

Supervisor, Grievance

UNION POSITION

[28] The Union maintains that the Supervisors have been disadvantaged by the GTAA Job Evaluation Committee (JEC) recent review of the agreed-upon job description. The Union submits that the Employer has violated Article 4:04 by not exercising its rights fairly. Article 4:04 provides:

The Employer shall not exercise its rights arbitrarily or in bad faith, and subject to and consistent with all of the provisions of the Collective Agreement.

[29] The Union maintains that it reviewed the job description with Management through several meetings. After submission to the JEC for review, it resulted in no change to the current rating of 888 points. It maintains the JEC review has not been allocated appropriately in sections of Knowledge, Interpersonal Skills, Impact, Problem Solving and Physical Effort. The Union also maintains that there are new responsibilities that have been added to the role but are not included in the current document, such as approving leave requests, as well as inspections of Airfield Ground Lighting which has been recently moved from the Airfield Electricians to this group.

[30] The Union says that significant additional responsibilities have been added into the position in the new job description and therefore resulting in an evaluation that should be significantly higher. It is currently classified in Band 7. The Union says the job should be in Job Class Band 10. After submission to the JEC for review, it resulted in no change to the current rating of 888 points. It maintains that the JEC review of all the responsibilities and associated points has not been allocated properly in accordance with sections of Knowledge, Impact, Problem Solving, Interpersonal Skills, and Physical Effort.

[31] It says that after meeting with Union representatives on May 1, 2025, the Employer only proposed a change to the Problem-Solving factor. However, as set out below, the result of this change in degree does not change the resulting job value and it remains Band 7.

PROBLEM SOLVING

[32] The Union submitted that the **Problem Solving** factor measures the scope of work, the degree of job structure and opportunity to solve problems, make recommendations and/or decisions and influence change.

[33] The Union says the Problem Solving Factor Information in Airfield Supervisor Job Description requires:

Frequent independent decision-making to direct staff to complete planned tasks related to Airfield Operations. Prioritize multiple decisions in adverse and complex situations with minimal oversight and supervision. Respond with proactive and reactive measures to all types of incidents to ensure continued safe and compliant airport operations with, independent decision-making.

Recognize the need to escalate and communicate effectively when circumstances deem additional resources required. Adapt, react and plan to execute a variety of tasks using creativity and nonstandard methods to manage circumstances (e.g., changing staffing levels, fleet equipment availability numbers, meeting current demand and expectations.)

[34] The Union submitted that the Problem-Solving Comparison of Current Rating and Proposed Degree is set out in the following table lists and describes the current and proposed degree ratings, as they appear in the GTAA Job Evaluation System.

<p>Current (2) 90 points</p>	<p>There is a very high degree of job structure.</p> <p>Job tasks are straightforward, with some degree of repetitiveness and involve different but related processes and methods.</p> <p>Employees usually receive supervision that focuses on monitoring accuracy, quality, and the adherence to detailed instructions.</p> <p>Where the nature of the job requires independence, some discretion within predetermined limits and procedures can be used in choosing from a limited number of possible solutions in determining the most appropriate course of action.</p>
<p>Proposed (4) 180 points</p>	<p>There is a limited degree of job structure.</p> <p>Situations are diverse and varied.</p> <p>Employees receive nominal direction regarding their own work.</p> <p>Frequent opportunity exists to resolve problems independently.</p> <p>There is a high degree of discretion and judgment must be used to make decisions, develop recommendations and translate goals into specific actions and operational solutions.</p> <p>Work requires discretion and judgment to define problems, collect information, establish facts and find valid solutions.</p>

[35] The Union submits that Airfield Supervisors are currently rated at degree 2 for Problem Solving and are seeking a degree 4 rating. It says a large portion of the position involves Problem Solving and Troubleshooting and more accurately fit the description provided in the Deloitte GTAA Job Evaluation System.

[36] It argues that the degree 3 rating states strongly that problem solving is standardized with some discretion within predetermined limits. An example of such problems is closing airfield surfaces and determining whether they can be returned to service if appropriate solutions may be applied. A degree 4 rating acknowledges a limited degree of job structure and a high degree of discretion and judgment which tightly aligns with the Airfield Supervisor job description.

[37] The Union maintains that Airfield Supervisors work with a small degree of direct supervision, therefore there is a greater opportunity to act on one's own discretion. The Airfield Supervisors must carry out problem solving activities according to general guidelines and procedures, however each system/discipline has unique parameters, hence there is a limited degree of structure requiring a large breadth of knowledge and expertise of a variety of processes, while maintaining coordination and communication to develop solutions to achieve positive results.

EMPLOYER POSITION

[38] The Employer submitted that the job description was updated in 2014 and was brought to the JEC for review in September 2014. It says that the JEC concluded the updated job description did not warrant any changes to the job evaluation factor ratings, and the position remained Band 7.

[39] As noted above, the Supervisor job description was more recently updated in June 2023 and was brought to the JEC for review in July 2023. The JEC again concluded that the updated job description was negligible, did not warrant any changes to the job evaluation factor ratings, and the position therefore remained at Band 7.

[40] The Employer submitted that the grievances arose out of the Union's request to re-evaluate the Supervisor and Specialist job descriptions and ratings. The Union's request was made on the basis that the previous job descriptions were inaccurate and therefore, the ratings of the jobs based on those previous job descriptions were also inaccurate. The GTAA began the revision of the Supervisor job description on December 21, 2022 and finalized the new job description on June 8, 2023. The job description review for the Specialist position began on September 12, 2023 and the revised job description was finalized on May 14, 2024. Both of the reviews were initiated at the Union's request and the job descriptions were revised in consultation with the Union and a number of incumbents in those jobs.

[41] The Employer maintains that upon revision of the job description for the Supervisor position, the job was re-evaluated in July 2023. Although the language used in the job description changed, the changes to the duties for the Supervisor position were negligible. The Employer submitted that while the job evaluation system has been in place for many years, the GTAA regularly reviews and updates job descriptions and re-evaluates roles to ensure alignment with current responsibilities and organizational needs. However, no evidence was furnished to establish any reviews of the Supervisor Airfield Maintenance prior to 2023. Nor does the Union maintain that reviews are required on a regular basis under any of the provisions in the collective agreement.

[42] Accordingly, the GTAA determined that the Supervisor position would remain at Band 7 of the Collective Agreement. In the Employer's brief at Tab 5 in a May 2025 letter the Employer stated:

The intent of the appeal is to propose a new evaluation result for the Supervisor, Airfield Maintenance job by justifying the increased level for the factors of Knowledge, Interpersonal Skills, Problem Solving, Impact, and Physical Effort. The proposed changes from Unifor would move the job value from Band 7 to Band 10. This job (U1320) currently has 10 incumbent employees.

[43] The GTAA submits that it has had the Supervisor and Specialist jobs since at least 2003, at the inception of the Job Evaluation Plan. Since that time, the jobs have evolved in terms of the methods and tools used, but the core tasks and job responsibilities have remained unchanged. The most recent updates to the Supervisor and Specialist job descriptions in 2023 and 2024 have not changed the duties or scope and level of responsibility of these jobs. It says the jobs do not involve any additional duties as a result of these updates to the job descriptions. Rather, the job descriptions have been updated to more accurately describe and reflect the existing job responsibilities for these positions, as well as the processes and tools currently used.

ANALYSIS AND DECISION

[44] I have reviewed and considered all of the submissions for both grievances but will reference only what I consider necessary for the purpose of the decisions.

Supervisor Position

[45] On May 21, 2025, the Employer and the Union met to hear the Union's appeal of the GTAA's job evaluation for the Supervisor position. On July 3, 2025, the GTAA informed the Union that the Supervisor position would receive a Degree points increase in the "Problem-Solving" factor under the Job Evaluation Plan. However, the points increase was insufficient to move the Supervisor position from pay Band 7 to pay Band 8. No other factors were changed.

[46] The Employer submits that it confirmed in the Supervisor's job description that the core job duties and functions have remained the same. The updates to the previous job descriptions which were approximately 10 years old, merely reflected and better described the actual job duties and tasks that had already been carried out by the Supervisor including the methods and tools currently in use.

[47] In my opinion, the charts below illustrate an exchange of extremely different opinions and positions. The Union says all the Factors have changed significantly except Sensory Effort. The Employer says only Problem Solving has changed but not enough to change the band and trigger a monetary increase. Job descriptions do not necessarily remain frozen in a static position during the term of an agreement. Nor should they be left indefinitely without review in a safety critical work environment.

[48] I find that the question properly before me, is whether or not the Employer has complied with the collective agreement including Appendices. It is generally accepted that a significant change, is qualitative with a clear departure from the original job description. Changes or quantitative changes that are only incidental in nature are not significant. Significant change should not simply be something new or different.

[49] I find that the relevant test in determining whether there has been a substantive change in the current job description rather than merely a change in emphasis or a different mix of the same duties. A proper Job Evaluation Appeal decision must seek to consider the essential information relevant to making an informed decision regarding the various factors. The decision should be reasonably supported by information provided for review. In doing so, Arbitrators determine whether the decision falls within a range of possible and acceptable outcomes that are defensible in respect of the facts and readily recognized as reasonable.

[50] I agree that in the past the GTAA workplace may have evolved since the job description was put in place in 2014. The Employer says that Job Descriptions are regularly reviewed. However, I find no time requirement for a review or appeal. No record of a review or previous appeal request was provided.

[51] The Employer submitted that the current wages and the proposed wages with the appeal in the Union's favour would impact other positions. It says that there are over 180 other employees in jobs within the same job family as the Supervisor, Airfield Maintenance.

[52] The Union emphasises that this matter has been a significant long-term savings flowing from the Employer's decision and a violation of Article 4 Management Rights.

[53] The appeal review charts demonstrate the Degree factor and point allocation difference between the parties providing :

Factor	Current Evaluation		Proposed Ratings (Unifor Appeal)	
	Degree	Points	Degree	Points
Knowledge	3	173	5 (+2)	288
Interpersonal Skills	2	90	3 (+1)	135
Problem Solving	2	90	4 (+2)	180
Impact	3	180	4 (+1)	240
Sensory Effort	6	75	6	75
Physical Effort	2	25	6 (+4)	75
Working Conditions	5	75	5 (no change)	75
Responsibility for the Work of Others	6	180	6 (no change)	180
Total Points	888		1248	
Band	7		10	
Factor	Current Evaluation		Management Response	
	Degree	Points	Degree	Points
Knowledge	3	173	3	173
Interpersonal Skills	2	90	2	90
Problem Solving	2	90	3	135
Impact	3	180	3	180
Sensory Effort	6	75	6	75
Physical Effort	2	25	2	25
Working Conditions	5	75	5	75
Responsibility for the Work of Others	6	180	6	180
Total Points	888		933	
Band	7		7	

[54] I find that the Employer’s overall position on Problem Solving degree factor does not accurately reflected the job description requirements. Qualitative knowledge elements were significantly changed and indicate that the job cannot be done properly without them.

[55] The GTAA Job Evaluation System is a point factor system, whereby jobs are assigned a numerical score based on an assessment of eight factors. Each factor is given a rating from either 1 to 6 or 1 to 5. Moreover, the factors are weighted such that some factors are worth more points than others. The point factor system is summarized in the chart below:

Factor	DEGREE						Weighting	Total Points Available
	1	2	3	4	5	6		
Knowledge	58	115	173	230	288	345	23%	345
Interpersonal Skills	45	90	135	180	225		15%	225
Problem Solving	45	90	135	180	225		15%	225
Impact	60	120	180	240	300		20%	300
Sensory Effort	13	25	38	50	63	75	5%	75
Physical Effort	13	25	38	50	63	75	5%	75
Working Conditions	15	30	45	60	75		5%	75
Responsibility for the Work of Others	30	60	90	120	150	180	12%	180
TOTAL POINTS							100%	1500

[56] The Employer has offered contradictory explanations which cast doubt on their reliability. The Employer says positions are regularly reviewed but offers no evidence of such regular reviews. It says that some of the changes reflect a natural evolution in the duties. However, I find that if the job was reviewed regularly since 2005, as submitted by the Employer, evidence would have the evolving changes in earlier job descriptions reviews.

[57] The GTAA says it began the latest revision of the job description on December 21, 2022 and was completed June 8, 2023. The job was re-evaluated in July 2023, and the changes were found to be negligible. Notwithstanding that it found points were negligible, points were awarded to Problem Solving. But not sufficient to move the position beyond Band 7.

[58] With the greatest respect, I have difficulty with the Employer’s position that the same changes were found negligible, then significant enough to warrant a points increase but insufficient to warrant a pay band change. The Employer submits that the request to move the Problem Solving factor from Degree 2 to Degree 4 appears overstated and not fully justified. However, there is a strong argument that the role no longer fits Degree 2 and may be more appropriately aligned with Degree 3.

[59] The Employer says that where the Role Exceeds Degree 2, Job complexity has grown beyond routine and structured processes. Supervisors must adapt to changing weather, fleet availability, and staffing in real time. Apply discretion in task prioritization, especially during IRROPS and snow events.

Evaluate safety and operational readiness of runways and aprons. Coordinate between multiple teams and external partners (e.g., Nav Canada, IOCC).

[60] It says that supervisory guidance is limited in routine operations; Supervisors regularly make decisions independently, escalate when needed, and lead tactical execution on the ground. These responsibilities show that the job has outgrown Degree 2, which implies consistent supervision, highly structured tasks, and minimal discretion.

[61] However, it says Degree 4 is not fully justified. Degree 4 is intended for roles where structure is minimal, and staff have broad autonomy to define problems and solutions—typically at a strategic or highly specialized level. Supervisors are still operating within a framework of SOPs, organizational policies, and operational plans, even if those require some situational judgment. Supervisors do not appear to independently develop goals or operational strategies, which is a hallmark of Degree 4. Major decisions—like airfield closures or stakeholder negotiations—are escalated to Manager, Airfield Operations, indicating that ultimate discretion and accountability rest higher up.

[62] Indeed, there is a difference between responsibilities of a Manager and a Supervisor as stated by the Employer. However, I find the Employer’s position inconsistent with the two significant changes to the Supervisor qualifications in the Job Description providing:

Strong and effective decision-making skills and the ability to identify a problem and implement a solution **quickly and independently**.

Demonstrated specialized knowledge of runway and apron surface remediation techniques and methodologies. Anticipate or action observed deficiencies to ensure safe and compliant operation or closure of surfaces

Emphasis Added

[63] In addition, the Problem Solving Factor Provides:

Problem Solving: (Freedom to act and influence)

Frequent independent decision making to direct staff to complete planned and demand tasks related to Airfield Operations.

Prioritize multiple decisions in adverse and complex situations with minimal oversight and supervision.

Respond with proactive and reactive measures to all types of incidents to ensure continued safe and compliant airport operations.

Recognize the need to escalate and communicate effectively when circumstances deem additional resources required.

Adapt, react and plan to execute a variety of tasks using creativity and non-standard methods to manage circumstances (e.g., changing staffing levels, fleet equipment availability numbers, meeting current demand and expectations.)

[64] I find that job descriptions serve, in part, to ensure that employees know what is expected of them. In my opinion, that knowledge and understanding in a safety critical position at the GTAA is even more important. If the Employer wanted to establish a clear understanding of what problems or matters should be referred to a manager, it did not do so. Similarly, if the Employer did not want the Supervisors to identify a problem and implement a solution quickly and independently, it should not have been stated.

[65] That said I am confident that Supervisors have and will continue to frequently implement solutions to problems independently within their demonstrated specialized knowledge and Job Description. The Supervisor responsibilities are clearly set out in the Job Description and no reason given to believe they do not understand or would go beyond their defined responsibilities rather than properly escalated to Manager, Airfield Operations.

[66] Clearly, I find that the Position fits properly within Degree 4 and warranting 180 points.

In Summary

[67] As a result of the foregoing, I declare that the Union's Supervisor grievance is therefore allowed to the extent that I declare that the proper rating of the Supervisor position for Problem Solving is Degree 4 and warranting 180 points. I order that the Supervisor Band be adjusted accordingly and they be compensated effective October 17, 2023.

[68] The considerations and findings in the Supervisor decision should serve as a template for the parties in assessing the Specialist grievance. However, I find that based on the relatively sparse evidence, and the number of Specialists with different skill sets, I cannot address the Specialist grievance at this time. It is also generally recognized as preferable for establishing effective labour relations that parties be able to rely on settlements they have reached without arbitrators injecting their own sense of what is fair or reasonable.

[69] The provisions of section 60(a.1), (a.2), (1.1), 16(f.1) of the Canada Labour Code), and case law, provide that it is within the undersigned's powers to refer the Specialist grievance back to the parties. Considering the intent of the Job Evaluation System, the nature of the outstanding issues of these grievances, their importance, and the requisite work to be finished, it is preferable to refer the outstanding issues to the parties.

[70] Given that this Supervisor decision should assist the parties, I declare that Specialist Grievance is therefore referred back to the parties for settlement unless otherwise agreed between the parties. In the event that they are unable to reach a settlement agreement within 90 days of this award, I will hear any remaining issues.

[71] I shall remain seized for the purposes of rectification, to deal with the issue of remedy to the extent that the parties are unable to resolve that issue themselves, and to deal with any other dispute concerning the implementation or application of this Award.

Dated at Niagara-on-the Lake this, 17th day of November 2025.



Tom Hodges

Arbitrator