

COLLECTIVE AGREEMENT

BETWEEN:

SOCIETY OF UNITED PROFESSIONALS, IFPTE LOCAL 160

(hereinafter referred to as the "Society")

-and-

TECHNICAL STANDARDS AND SAFETY AUTHORITY

(hereinafter referred to as the "Employer")

EFFECTIVE: **May 1, 2024**

EXPIRES: **April 30, 2027**



SOCIETY *of*
UNITED PROFESSIONALS
IFPTE 160



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ARTICLE 1 - PURPOSE

Purpose

- 1.01 The purpose of this Collective Agreement is to maintain a harmonious relationship between the Employer and the Society and its members covered by this Collective Agreement, and to provide amicable methods of settling differences. The Employer, the Society and its members covered by this Agreement agree that they will cooperate in discouraging any practice which imposes any unreasonable restrictions on the efficient and safe operation of the Employer's business and client service. This relationship will ensure effective and efficient operations to meet the needs of TSSA customers and the TSSA community.

- 1.02 It is the intent and purpose of the parties to this Agreement to set forth herein their agreements concerning rates of pay, hours of work and all other conditions of employment.

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Society as the sole collective bargaining agent for all Professional Engineers, as that term is defined in the *Labour Relations Act, 1995*, and Engineers-in-Training who are registered with the Professional Engineers of Ontario employed by Technical Standards and Safety Authority (TSSA) in a Professional Engineering or Engineering-in-Training role, in and out of the City of Toronto, save and except supervisors, individuals above the rank of supervisor, and engineering students employed on a non-permanent basis.

Clarity Note: The above-described bargaining unit encompasses only licensed Engineers and registered Engineers-in-Training who, in turn, are employed by TSSA as Engineers or Engineers-in-Training. The bargaining unit does not include any TSSA employee who is a Professional Engineer employed in a role other than an engineering role. Given this clarity note, none of the employees in the bargaining unit fall within the scope of any other pre-existing TSSA bargaining unit.

2.02 Non-bargaining unit employees shall be permitted to perform bargaining unit work so long as it does not result in the layoff or reduction of regular hours of work of a bargaining unit employee.

2.03 The Employer shall have the right to sub-contract bargaining unit work, so long as it does not result in the layoff or reduction of regular hours of work of a bargaining unit employee.

ARTICLE 3 – DEFINITIONS

- 3.01 “Employer” means the Technical Standards & Safety Authority and/or any of its representatives.
- 3.02 “Society” means the Society of United Professionals, International Federation of Professional and Technical Engineers, Local 160.
- 3.03 Unless expressly indicated to the contrary in this Agreement, the word “employee” or “employees” means an individual(s) who is(are) represented by the Society as set out in Article 2 (Recognition) of this Collective Agreement.
- 3.04 A Full-Time employee is an employee who is scheduled to work seven and three quarter (7.75) hours per day and is paid for seven and one quarter (7.25) hours per day.
- 3.05 A Part-Time employee is an employee who is scheduled to work no more than twenty-three-and-a-quarter (23.25) hours per week and is paid for no more than twenty-one-and-three-quarter (21.75) hours per week. Part-Time employees are not entitled to benefits pursuant to this Agreement. Full-Time employees who the Employer has approved to work reduced hours are not considered to be Part-Time employees.
- 3.06 “Society Staff Officer” means an employee of the Society.
- 3.07 “Society Representative(s)” means only the Local Vice President (LVP) and two (2) Delegates.
- 3.08 “Regular employee” means an employee who has successfully served the required probationary term set out in Article 16.01.

3.09 All references in this Agreement to a number of days refer to calendar days, unless expressly stated otherwise in this Agreement.

ARTICLE 4 – STRIKES AND LOCK-OUTS

4.01 The Society agrees that there shall be no strikes, and the Employer agree that there shall be no lock outs, so long as this Agreement continues to operate. The terms “strike” and “lock out” shall bear the meaning given to them in the (Ontario) *Labour Relations Act, 1995*.

ARTICLE 5 - NO DISCRIMINATION

5.01 ***Human Rights Code:*** The parties hereto subscribe to the principles of the (Ontario) *Human Rights Code*.

5.02

- (a) Every person has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability pursuant to the Ontario *Human Rights Code*.
- (b) Every person who is an employee has a right to freedom from harassment by the Employer, the Society or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability pursuant to the Ontario *Human Rights Code*.
- (c) The Society agrees to cooperate with the Employer in the enforcement of Articles 5.02(a) and (b).

ARTICLE 6 – HARASSMENT, BULLYING AND/OR DISCRIMINATION

COMPLAINTS

- 6.01 The Employer will ensure that it has a Respect in the Workplace Policy in effect, and a copy will be made available to employees at all times.
- 6.02 Any employee who experiences harassment, bullying and/or discrimination in the workplace may submit a written complaint pursuant to the Respect in the Workplace Policy. The Employer agrees to investigate such complaints as required by the *Occupational Health and Safety Act* and/or the *Human Rights Code*.
- 6.03 Every employee has a right to be free of harassment and discrimination in the workplace on the basis of prohibited grounds, as outlined in the Employer’s Respect in the Workplace Policy. An employee who has a harassment or discrimination complaint on the basis of these grounds will have access to the Employer’s complaints resolution process as per the Respect in the Workplace Policy.

Any Society-represented employee who is the complainant or respondent in the complaint process may consult with and be accompanied by a Society representative if they choose to do so. No record of a complaint will be maintained in an employee’s employee file, except in the case of individuals who have received disciplinary action. Any person against whom a formal complaint is filed must be given particulars of the complaint.

As long as an employee has an active complaint of discrimination or harassment on the basis of prohibited grounds, either under the Employer’s Respect in the Workplace Policy or filed with the Human Rights Commission or the Human Rights Tribunal of Ontario, the

Society will not make such a complaint or Employer process the subject of a grievance on the employee's behalf, until such proceedings have concluded.

ARTICLE 7- GENDER IDENTIFICATION

7.01 The Employer and the Society agree that this Agreement shall be written in gender neutral language. The Employer commits to making reasonable efforts to use gender neutral nouns, pronouns and adjectives when developing and revising its policies and procedures. (The Society understands that this process will be done over time and through an ongoing/as needed basis, and the Employer shall not be obligated to revise all of its policies and procedures at the present time.)

ARTICLE 8 - MANAGEMENT RIGHTS

8.01 The management of the Employer's business and its operations and the direction of the employees are fixed exclusively with the Employer, and without limiting the generality of the foregoing, the Society acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline, profitability (including the right to manage budgets and set all financial policies and procedures), efficiency, productivity, service quality and client service quality, and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies, procedures and practices to be observed by its employees and to discipline or discharge employees for just cause;
- (b) establish and administer tests for the purpose of assisting the Employer to determine an employee's qualifications;
- (c) select, hire, fire, coach, train, transfer, promote, demote, classify, layoff and recall employees, select employees for positions excluded from the bargaining unit, and eliminate positions and/or jobs; and
- (d) determine the location of operations, the sub-contracting of work, the schedules of operations, the number of shifts; determine the methods of client or customer service; develop job evaluations or descriptions, including determining job classifications, job content, job quality and quantity requirements, the qualifications of an employee to perform any particular job and a method to assess that performance; determine the equipment and tools to be used and to use new or improved methods and equipment, to introduce, change or discontinue services, job tasks, job duties or processes;

determine employee dress code; determine employee work schedules, the number of full-time, part-time and/or fixed term employees needed at any time, the number of hours to be worked, starting and quitting times and when overtime shall be worked, and the Employer shall have the right to require employees to work overtime to meet business needs.

8.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement and the express provisions of this Agreement constitute the only limitations on the Employer's rights.

8.03 Where there is a conflict between any provision of this Agreement, and any Employer policy, practice or prior agreement, which existed immediately prior to the ratification of this Agreement, the provisions of this Agreement shall override and govern.

ARTICLE 9 – UNION MEMBERSHIP, ACTIVITY AND REPRESENTATION

- 9.01 The Employer shall not discriminate against any employee on the basis of membership or activity in the Society, including exercising any rights related to representation or engaging in Society-related activities.
- 9.02 The Employer acknowledges the exclusive right of the Society to determine its representation, provided that Society Representative(s) must be regular full-time employee(s), who have passed probation, to serve in such capacity.
- 9.03 The Employer agrees to recognize one (1) Local Vice President (LVP) and two (2) Delegates. The Society will inform the Employer, in writing, of the name of such Society Representatives, and of any subsequent changes. The Employer agrees to recognize such Society Representatives for the purpose of representation or any other matters arising which concern the bargaining unit. Only one (1) Society Representative may deal with any complaint or grievance at any time.
- 9.04 Where notice to the Society is required under this Collective Agreement it shall be provided to a Society Representative unless directed by the Society to send it to another Society official.
- 9.05 The Society recognizes and agrees that the Society Representatives have regular duties to perform in connection with their employment, and that only such reasonable time as is necessary will be taken by such Society Representatives during working hours to investigate and deal with grievances. The Society Representatives shall be required to request permission from a Manager or Supervisor before leaving their regular duties, and

shall report back to the Manager or Supervisor immediately upon completion of such duties. The Employer will compensate such Society Representatives for the time spent during their regular working hours in dealing with grievances at their regular rate of pay (i.e. no overtime pay), up to a maximum of one (1) hour per month for each Society Representative, to a maximum of three (3) hours total. One (1) Society Representative may transfer their one (1) hour to another Society Representative, but the three (3) hour total shall continue to apply. Any unused hours in a particular month may be accumulated for a three (3) month period for a total of nine (9) hours per quarter (i.e. January – March, April – June, July – September, and October – December). Unused hours may not be carried over into a subsequent quarter.

- 9.06 The Employer agrees to recognize the Society's negotiating committee comprised of an external Society Staff Officer, plus three (3) employee representatives who are members of the Society bargaining unit for the purpose of negotiating the renewal of this Agreement. All time spent by such employees on the negotiating committee preparing for and attending at negotiations shall be unpaid time. The Employer will maintain compensation of the three (3) employee representatives, and the Society will reimburse the Employer for all such amounts of salary, benefits, pension, and any other costs.
- 9.07 The Employer shall release the negotiating team member(s) from duty for unpaid Collective Agreement negotiation preparation time, provided that this release does not unduly interfere with the Employer's operations or client service. Such request shall not unreasonably be denied. The Society shall provide to the Employer's Labour Relations Specialist no less than fourteen (14) days' advance written notice of requests for time off. Employee(s) on the negotiating committee will also advise their immediate supervisor in

advance of the times that they will be off work (the employee will provide as much advance notice as possible). Days used by the negotiating team members, in this Article, to prepare for negotiations are excluded from the entitlement in Article 20.02.

9.08 The Society agrees that neither it, nor its officers, agents, representatives and/or members will hold meetings on the Employer's premises without the prior approval of the Employer, except as specifically provided for in this Collective Agreement.

9.09 The Employer will post Society notices on either a physical bulletin board or electronically, provided all such notices are signed by a responsible officer of the Society and have first been submitted to the person designated by the Employer for approval. The Employer shall make best efforts to post such notices within three (3) working days of receipt of the notice from the Society.

ARTICLE 10 - UNION SECURITY AND DUES DEDUCTION

- 10.01 Society dues, as prescribed by the Society's Constitution, shall be deducted bi-weekly by the Employer by compulsory payroll deductions from all employees, and shall be forwarded to the Society on their behalf with a list showing from whom the deduction are made. Such dues deduction shall commence from the first day of employment, starting with the first pay period nearest to the effective date of this Agreement.
- 10.02 In order to pay the dues referred to in Article 10.01, the Employer agrees that it will submit a cheque or electronic payment to the Society, not later than the fifteenth (15th) day of each month following the month in which dues were deducted. The total amount of such deductions shall be forwarded to the Accounting Department of the Society. The Society will provide the correct address and notify the Employer promptly of any changes.
- 10.03 At the time of remitting the dues, the Employer will supply the Society with a list of the employees' names, addresses and telephone numbers (if available, and unless an employee advises otherwise) and personal email addresses (if available and unless an employee advises otherwise), to be delivered in electronic format.
- 10.04 The Employer agrees to make available to each person in the bargaining unit a T-4 slip for income tax purposes showing the amount of dues deducted, and shall make it available to each person in the bargaining unit in time for inclusion in their income tax return according to published Canada Revenue Agency timelines.

- 10.05 The Society will advise the Employer in writing of the amount of its regular dues. The amounts specified shall continue to be deducted until changed by further written notice to the Employer. The Society must provide written notice to the Employer of any change in the amount of Society dues at least two (2) full pay periods in advance of the date of the requested changes, and such notification shall be the Employer's authority to make the deductions specified. The Employer will make these deduction adjustments on the next pay period following the effective date of notice from the Society.
- 10.06 The Society agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or group of employees arising out of the deduction of Society dues as herein provided.
- 10.07 The Employer shall cease making such deductions when an employee is assigned to a position not covered by this Agreement.
- 10.08 No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representative(s) which conflicts with the terms of this Agreement. No individual employee or group of employees shall undertake to represent the Society at meetings with the Employer.
- 10.09 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and to advise new employees of the names of the Society Representatives.
- 10.10 At a time mutually agreed between the parties and scheduled in conjunction with the Employer's Orientation Program, the new employee(s) shall have the opportunity to

attend a Society orientation meeting with a Society representative of up to thirty (30) minutes during regular working hours with no loss of pay for the purpose of acquainting the new employee(s) with the benefits and duties of Society membership and the employees' responsibilities and obligations to the Employer and the Society as per the Collective Agreement. Such meeting will be mutually scheduled between the Employer and the Society's representative. The meeting may be conducted on an individual or collective basis. The meeting shall be held virtually (i.e. video conference) or in person.

- 10.11 The Employer agrees to make available to employees electronic access to a copy of the Collective Agreement on the first day of working on the job (i.e. the Collective Agreement will be posted electronically).
- 10.12 The Employer is obligated to make available to all employees a copy of all policies and procedures applicable to the employees, and any changes thereto.
- 10.13 The Employer will notify the Society, in writing, of all new hires, resignations, leaves of absence, lay-offs and recalls. The Employer will provide this information to the Society at the time it makes the monthly remittance of Society dues.

ARTICLE 11 – UNION REPRESENTATION AND COMMITTEES

Joint Society Management Committee (JSMC)

11.01 The Society and the Employer recognize that effective labour relations depend on the cooperation and good communication between the parties. It is the intention of the parties that the JSMC will work towards improving relations between the parties and the employees represented by the Society. The JSMC will:

- (a) operate in an open forum in which the free exchange of ideas will encourage understanding and potentially lead to the resolution of issues. The Employer and the Society agree that their representatives will meet to discuss matters of mutual interest.
- (b) consist of three (3) Employer representatives and three (3) Society representatives. Each party may bring one (1) “subject matter expert” to the meeting, depending on the issues to be discussed. Either party requiring a “subject matter expert” will provide written notice to the other party at least one (1) week in advance of the meeting.
- (c) meet physically or virtually every three (3) months during regular business hours at a mutually agreed time and place, provided that there is business to be discussed. A meeting may be initiated by either party, and the party initiating the meeting shall send an agenda of issues to be discussed. The agenda for any meeting shall be in writing and shall be provided to the other party at least one (1) week prior to the requested meeting date. Agenda items shall include new items or unfinished

business. The other party shall also be entitled to add issues to the agenda. The parties will alternate chairing the meetings, with the Employer chairing the first meeting, and then alternating thereafter. The parties agree to take minutes of the meetings and exchange copies of the minutes for verification by each party within two (2) weeks of the meeting. Meetings shall last no more than sixty (60) minutes in duration, unless both parties agree to extend the duration.

(d) have no authority to change, delete, or modify any terms of this Agreement.

11.02 The purpose of the JSMC shall be to provide joint consideration of various concerns which may arise in the day-to-day activities of employees or issues such as correcting conditions that may lead to grievances and misunderstandings, and to review and discuss the Employer's policies and procedures, if necessary. However, under no circumstances shall matters be discussed that are the subject of negotiations of this Agreement or matters that at the time of the meeting are the subject of a grievance or arbitration. All discussions and/or agreements on any matter that take place during these meetings shall be "without prejudice", except where the parties confirm an agreement in writing, signed by the parties. While the Employer will give due consideration to all matters discussed in committee meetings, the Employer shall have no obligation to implement any recommendations from the JSMC and the Employer maintains its full management rights to manage the workplace.

11.03 Employees serving on the JSMC shall not lose regular earnings for time spent in attendance at meetings of the committee.

ARTICLE 12 – COMPLAINT AND GRIEVANCE/ARBITRATION PROCESS

12.01 The Employer and the Society agree that it is of the utmost importance to address complaints and grievances as quickly as possible. A grievance is defined as any difference between the parties relating to the interpretation, application, administration and/or alleged violation of this Agreement, including a grievance related to any alleged unjust discipline of an employee by the Employer, or any question as to whether a matter is arbitrable. For the purposes of this Article, reference to “days” relating to Steps in the grievance and arbitration procedure shall exclude Saturdays, Sundays and paid holidays.

12.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate Manager the opportunity of adjusting their complaint. Such complaint shall be discussed with their immediate Manager within ten (10) working days of becoming aware of the complaint. If the complaint is not settled, it shall be taken up as a grievance within five (5) working days of the discussion in the following manner and sequence.

12.03 **Step 1: Grievance**

- (a) A grievance shall be written and shall include the nature of the grievance and relevant particulars, the section or sections of this Agreement that are alleged to have been violated, and the redress sought.
- (b) The parties shall meet physically or virtually to discuss the grievance within five (5) working days from when the grievance was filed.

- (c) The Employer shall give the grievor its decision in writing, with a copy to the Society, within five (5) working days from the Step 1 meeting date.
- (d) If no meeting is held within the five (5) working days referred to in paragraph (b) above, or if the grievor or the Society do not agree with the Employer's Step 1 decision (paragraph (c) above) then the grievance may be advanced to Step 2 as per Article 12.04.
- (e) The grievance shall be submitted to the Employer's Labour Relations Specialist or designate.

12.04 **Step 2: Grievance**

- (a) If the grievance has not been resolved at Step 1, it shall be referred to Step 2 to the attention of the Employer's Vice President Human Resources or designate within seven (7) working days from the deadline for the Employer to provide a Step 1 decision (see Article 12.03(c) above), whether the Employer has provided a decision or not.
- (b) The parties shall meet to discuss the grievance within five (5) working days of the date of the referral to Step 2.
- (c) The Employer shall give the grievor its decision in writing, with a copy to the Society, within five (5) working days from the Step 2 meeting date (paragraph (b) above).

- (d) If no Step 2 meeting is held, or if the grievor or the Society do not agree with the Employer's Step 2 decision, the grievance may then proceed to arbitration within seven (7) working days following the date the Employer's Step 2 decision was due (paragraph (c) above).

12.05 **Discharge/Discipline/Suspension Grievance:** Where an employee feels that they have been unjustly disciplined (e.g. letter of reprimand, documentation confirming discipline, etc.), suspended or discharged, the Society shall file a grievance at Step 2 of the grievance procedure, within ten (10) working days of the discipline, suspension or discharge, but not later.

12.06 **Policy and/or Group Grievance:** Where a dispute involving a question of general application or interpretation of this Agreement occurs, or where two (2) or more employees, or the Society or the Employer, have a grievance, it shall be submitted at Step 2 of the grievance procedure. Such grievances must be submitted within ten (10) working days after the incident that gave rise to the grievance, but not later. The parties shall meet to discuss the grievance within five (5) working days of the date of the referral to Step 2. The Employer, or the Society as the case may be, shall give its decision in writing within five (5) working days from the Step 2 meeting date. If no Step 2 meeting is held, or if the grieving party does not agree with the Step 2 decision, the grievance may then proceed to arbitration in accordance with the provisions of Articles 12.11 – 12.15.

12.07 Subject to Article 12.14, any grievance which is not commenced or processed through the next stage of the grievance or arbitration procedure within the time specified shall be deemed to have been abandoned and shall not proceed to arbitration.

- 12.08 The parties agree that the Employer shall not be entitled to defeat a grievance simply by ignoring it. Accordingly, the parties agree that, should the Employer not respond to a grievance, or not meet as required in either Steps 1 or 2, the grievance shall automatically move to the next step.
- 12.09 The employee has the right to be accompanied and represented by a Society Representative or Society Staff Officer at all meetings in the grievance/arbitration procedure, other than the initial complaint stage.
- (a) All correspondence to the grievor regarding any step of the grievance and arbitration process shall be copied to the Society Representative.
- 12.10 A grievor and the Society Representative attending a grievance meeting (either virtually or physically) with the Employer shall be paid at the employee's regular rate of pay for the period of time attending the meeting, so long as the Society Representative is entitled to be paid pursuant to Article 9.04.

Arbitration

- 12.11 Where a grievance which has not been resolved through the grievance procedure is referred to arbitration, the following shall apply:
- (a) The party referring the grievance shall give written notice of its intent to refer the matter to arbitration to the other party no later than ten (10) working days following the Step 2 decision in the grievance procedure (or no later than ten (10) working days

following the date that the Step 2 decision was due), and shall provide the name of a proposed arbitrator or arbitrators. Within five (5) working days after receiving such notice, the other party shall respond by agreeing to an arbitrator, or proposing an alternative arbitrator or arbitrators.

- (b) If no agreement on an arbitrator is reached within the fifteen (15) working days referred to above, then either party may apply to the Ministry of Labour, Office of Arbitration for the appointment of an arbitrator within a further five (5) working days.

12.12 Each party shall bear the expenses of its participants and witnesses and for the preparation and presentation of its own case. The fees and expenses of the arbitrator and the hearing room and any other expenses incidental to the arbitration hearing shall be shared equally by the parties.

12.13 The arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way, the provisions of this Agreement or to extend its duration, unless the parties have agreed, in writing, to give the arbitrator specific authority to do so, or to make an award which has this effect.

12.14 The parties agree that the steps, time limits and conditions specified in this Article 12 shall be binding upon the parties unless an extension of such time limits has been mutually agreed to in writing. The parties agree that section 48(16) of the *Labour Relations Act, 1995* does not apply to this Agreement. Therefore, an arbitrator or arbitration board may not extend the time for the taking of any step in the grievance procedure under this Agreement.

- 12.15 Employees who are summoned or subpoenaed and whose attendance is required at arbitration hearings on a specific day, shall receive permission to be absent from work, provided that the Employer receives notice at least ten (10) working days in advance, where practical, which is necessary for the Employer's scheduling purposes. If an employee is absent from work pursuant to this Article, then the Employer agrees to pay the employee for the day at the employee's usual rate of pay, and if the Society has requested that the employee be absent from work and in attendance at the arbitration hearing, then the Society shall reimburse the Employer for the full cost of the employee's salary, benefits and pension.
- 12.16 **Mediation:** Where an arbitrator has been appointed, the Employer and the Society may also mutually agree in writing that the arbitrator may also act as mediator before conducting a full arbitration hearing. Should the mediation efforts not be successful, then the individual can continue to act as arbitrator to hear the grievance.

ARTICLE 13 – DISCIPLINE AND DISCHARGE

- 13.01 Employees shall not be disciplined, suspended or discharged except for just cause.
- 13.02 When a disciplinary notice, including a warning or suspension, is placed against the record of a bargaining unit employee, a copy of such notation shall be delivered to the employee and a copy shall be placed in the employee's file. A copy shall be delivered to the Society Local Vice President at the same time. No letters or notes of discipline shall be placed in an employee's file before being addressed with the employee.
- 13.03 Any disciplinary notice which is provided to an employee shall be signed by the employee for the sole purpose of acknowledging receipt.
- 13.04 An employee shall have the right to have the Society Representative present at any virtual or physical (in-person) meeting where discipline is being imposed.
- 13.05 It is agreed that in the spirit of maintaining a respectful work environment between the Employer and the employees, the Employer will generally use the principles of progressive discipline as appropriate to the nature of the alleged employee misconduct.
- 13.06 All discipline to be issued to an employee, including warnings or suspensions, must be in writing. Verbal reprimands shall not be considered as a disciplinary measure and shall not be included within the employee's disciplinary record.
- 13.07 Any letter of discipline, or documentation referencing a disciplinary action, shall be removed from the employee's record after thirty (30) months from the date the most recent letter of discipline or document was issued to the employee, provided that no

further disciplinary action of any type has been issued to the employee during this timeframe. When any letter of discipline or documentation referencing a disciplinary action is removed from an employee's file, the Employer will advise the employee and the Society of the removal.

ARTICLE 14 – HEALTH AND SAFETY

- 14.01 The Employer, the Society and the employees agree to cooperate in the prevention of accidents and the promotion of safety and health of the employees during the hours of their employment.
- 14.02 The Employer, the Society and the employees agree to comply with the provisions of the *Occupational Health & Safety Act*.
- 14.03 The Employer and the Society agree to recognize the Employer's current Joint Health and Safety Committee. The Committee may consist of an equal number of management and non-management members, but the Employer shall ensure that there are never more management members than non-management members. The Employer agrees to ensure that one (1) Society bargaining unit member is included on the Committee as a non-management member.
- 14.04 The Employer agrees to ensure that one (1) Society member and one (1) of the management members of the Joint Health and Safety Committee shall be certified pursuant to the *Occupational Health and Safety Act*.
- 14.05 The Employer and the Society agree that the Joint Health and Safety Committee shall meet every three (3) months. A yearly meeting schedule shall be implemented at the beginning of each calendar year. Non-management members on the Joint Health and Safety Committee shall be paid at their regular rate of pay (i.e. no overtime pay) during such meetings. Such meetings shall take place during core business hours.

14.06 In addition to duties under the *Occupational Health and Safety Act* and related regulations, the duties of the Joint Health and Safety Committee are as follows:

- (a) to attend scheduled Joint Health and Safety Committee meetings, or emergency meetings when necessary;
- (b) receive, investigate and dispose of health and safety complaints in a timely manner and prepare necessary reports; and
- (c) certified members of the Joint Health and Safety Committee will be permitted to leave their regular work duties for a reasonable period of time to perform duties under this Article, after notifying their manager.

14.07 Every bargaining unit employee shall have the right to refuse to perform work where their health or safety, or the health and safety of another person, is in danger, within the meaning of the *Occupational Health and Safety Act*. Where an employee refuses to perform work pursuant to this Article, they shall comply with the provisions of the *Occupational Health and Safety Act*.

14.08 Every bargaining unit employee that needs to wear a mask (above N95) must be clean shaven and fit tested in order to perform bargaining unit duties for that specific job or as required for health and safety requirements.

ARTICLE 15 – EMPLOYEE FILE

- 15.01 The “employee file” is defined to include documentation related to the employee’s application for employment process, and records which are used or have been used to determine an employee’s qualifications for promotion, compensation, termination and/or disciplinary action.
- 15.02 Once per calendar year, an employee shall be entitled to view their employee file, provided they submit a written request to view the file a minimum of fourteen (14) days prior to the date of review. The Employer will make best efforts to meet the time/date requested by the employee, subject to the Employer’s operational and scheduling needs, and depending upon the number of employees requesting to view their respective files at any given point in time. Notwithstanding this right, an employee may not review any document in the file that would violate the confidentiality of another employee’s information, and the Employer shall therefore have the right to remove any such information from the employee’s file before giving access to the file to the employee. The Employer shall make available to the employee an electronic version of the file for review, with password protection. If there are certain documents that are part of the employee file that the employee cannot access electronically through the Employer’s systems, then the Employer shall send a copy of any such document to the employee. All time spent by the employee reviewing their employee file shall be unpaid time.

15.03 The employee shall have the right to respond in writing to any documents contained within their employee file, and such replies shall become part of the file, including any resolutions that come out of the grievance procedure.

ARTICLE 16 - PROBATION

16.01

- (a) Subject to Letter of Understanding No. 1, employees hired into bargaining unit positions shall serve a probationary period of one hundred and eighty (180) days worked in the bargaining unit. Probationary employees shall have no seniority rights during this period. Upon completion of the probationary period, the employee shall have their seniority dated back to the employee's start date in the bargaining unit position.

- (b) Employees on probation shall receive a performance review from their immediate supervisor once during the first one-hundred-and-twenty (120) days worked during the probationary period. This review shall include an assessment of their performance, and the results, in writing, shall be made available to the employee.

The Employer and the Society may mutually agree in writing to extend an employee's probationary period with good reason for a period of no more than an additional ninety (90) consecutive calendar days. Employees shall serve only one (1) probationary period. The probationary period of an employee may be temporarily suspended in exceptional circumstances with the mutual consent of the Employer and the Society in writing.

16.02

- (a) During the probationary period an employee shall be considered as being employed on a trial basis and may be dismissed at the sole discretion of the Employer. Any termination occurring during the probationary period shall be deemed to be just cause for termination or release without notice and shall not be the subject of a grievance and/or arbitration, provided that the reason for the dismissal does not violate Article 5.

- (b) Where an Engineer-In-Training is required to pass any examinations in order to obtain a Professional Engineer designation, the Engineer-In-Training shall be given two (2) opportunities to pass any required examination. If the Engineer-In-Training fails after two (2) attempts, then the Employer shall be entitled to dismiss the employee and the dismissal shall be considered to be just cause for termination or release without notice, and the dismissal shall not be the subject of a grievance and/or arbitration, provided that the reason for the dismissal does not violate Article 5.

16.03 To establish the seniority list, where two (2) or more employees have the same start date, and therefore the same seniority date, seniority shall be determined by a random draw of names by a representative of the Employer's Human Resources Department and a Society Representative shall be entitled to be present (either virtually or physically) at the draw.

ARTICLE 17 – SERVICE AND SENIORITY

17.01 Seniority for full-time employees shall be defined as the length of service with the Employer since the employee's last date of hire. If the Employer has any part-time employees in the bargaining unit, such part-time employees shall accumulate seniority calculated from their last date of hire, based on actual hours worked (i.e. the employee's total number of hours worked will be divided by seven-and-one-quarter (7.25) hours per work day to determine an equivalent number of days worked).

Clarity Note: Despite the opening sentence of this Article 17.01, for employees who were employed by the former Ministry of Consumer and Commercial Relations at the inception of TSSA and joined TSSA at that point,, then the employee's prior service with the Ministry shall also count as service with TSSA, but only with respect to (i) vacation accrual (ii) pension contribution, and (iii) for the purposes of determining seniority within the bargaining unit. An employee's prior service with the Ministry shall not count for any other purpose, including but not limited to, termination pay and/or severance pay.

17.02 When an employee moves from full-time status to part-time status or reduced hour status, or *vice versa*, the employee shall retain their accumulated seniority days or hours (as the case may be) attained to the date of transfer, and shall accumulate future seniority in accordance with the new status. One year of full-time seniority shall equal one-thousand-eight-hundred-and-eighty-five (1885) hours (i.e. 52 x 36.25).

17.03 In November of each calendar year a seniority list shall be prepared and emailed to bargaining unit employees by the Employer, with a copy delivered to the Society. If the Employer has part-time employees in the bargaining unit, then such part-time employees

shall be included on the seniority list with full-time employees, with part-time employees being given pro-rated credit for part-time hours worked in the bargaining unit, with seven-and-one-quarter (7.25) hours of part-time work being equivalent to one (1) day of full-time work. An employee and/or the Society shall have twenty-eight (28) days from the date of publication of the seniority list to challenge the list, after which date the listing shall be considered to be complete and accurate in all respects.

17.04 Transfer Out of the Bargaining Unit:

- (a) Where the Employer selects an employee for a permanent transfer to a position outside the bargaining unit, and the employee accepts the transfer, they will lose all seniority. However, should the employee return to the bargaining unit within three (3) months, then the employee shall be credited with the seniority they had at the time of the transfer out of the bargaining unit, and resume accumulation of seniority from the date of their return to the bargaining unit. When the employee returns to the bargaining unit following the assignment, they shall be returned to the bargaining unit position that they formerly held, if it still exists. If the employee's former position no longer exists, the employee shall be placed in a comparable bargaining unit position. The employee will be paid at their rate at the time of transfer plus any collectively bargained increases for the bargaining unit position to which they are assigned. Given that the Employer shall have the right to select an employee for such transfer, it is understood that an employee may decline such an offer of transfer.

- (b) Where the Employer selects a bargaining unit employee for a temporary position outside of the bargaining unit, and the employee accepts the transfer, the employee shall continue to accumulate seniority while in the temporary position, and shall continue to be covered by all terms of this Agreement. A temporary transfer shall not exceed twenty-four (24) months in duration, unless the Employer and the Society agree in writing to a longer duration. When the employee returns to the bargaining unit following the temporary assignment, they shall be returned to the bargaining unit position that they formerly held, if it still exists. If the employee's former position no longer exists, the employee shall be placed in a comparable bargaining unit position. The employee will be paid at their rate at the time of transfer plus any collectively bargained increases for the bargaining unit position to which they are assigned. If a transfer is intended to be temporary, then this shall be recorded in writing. Given that the Employer shall have the right to select an employee for such temporary transfer, it is understood that an employee may decline such an offer of transfer.

17.05 An employee's seniority and employment shall be deemed to have terminated if the employee:

- (a) resigns in writing from employment with the Employer or the employee chooses to retire;
- (b) is discharged for just cause and the discharge is not reversed pursuant to the grievance and arbitration procedure set out in this Agreement;
- (c)

- (i) fails to report for work within the five (5) working days after being recalled from layoff by telephone call (provided that the Employer speaks directly with the affected employee); or
 - (ii) fails to report for work within the five (5) working days after being recalled from layoff by email or by letter couriered to the employee (provided that the Employer has an email “read receipt” or receipt confirming delivery by the courier); or
 - (iii) fails to report for work on the date and the time specified in the recall from layoff notice, provided such notice complies with the minimum notice requirements of this Article 17.05(c).
- (d) fails to return to work on the date agreed upon after the completion of a leave of absence or uses an approved leave of absence for purposes other than those given as the reason for the leave;
- (e) is absent without permission for two (2) scheduled days of work within a twelve (12) month period without notifying their immediate supervisor, unless the employee provides a reason to the Employer that the Employer considers satisfactory;
- (f) is laid off and does not perform work for the Employer for a period of twelve (12) consecutive months; or

- (g) has not worked for more than twenty-four (24) months because of a disability, provided that the Employer has accommodated the employee as required by the Ontario *Human Rights Code*.

17.06 The Employer shall have the right to require a Fixed Term employee who receives a regular bargaining unit position to then complete the probationary period in the bargaining unit (i.e. one-hundred-and-eighty (180) days worked in the bargaining unit).

17.07 An employee shall accumulate seniority under any of the following conditions:

- (a) while an employee is at work or on an authorized leave of absence with pay;
- (b) while an employee is on any leave of absence provided by Article 20, except Article 20.01; and
- (c) During any period when an employee is absent from work and in receipt of paid sick leave benefits, or when the employee is receiving compensation under the provisions of the *Workplace Safety and Insurance Act, 1997*.

ARTICLE 18 – REMOTE WORK

- 18.01 Remote work refers to an employee who is carrying out regularly assigned duties at a location which is not an Employer location, including but not limited to the employee's home.
- 18.02 Employee requests to work remotely will be assessed by the Employer on a case-by-case basis. The Society and employees covered by this Agreement acknowledge and agree that the Employer expects all bargaining unit employees to conduct their work primarily from the Employer's offices, and not from a remote location.
- 18.03 All expenses related to the employee's remote work location, shall be borne solely by the employee, except for equipment normally provided to the employee which may be used for occasional remote work.
- 18.04 If an employee is working remotely, this shall not change the employment status of the employee, and the employee shall retain all rights and entitlements under this Agreement.
- 18.05 The Employer will consider situations where there is a government-declared emergency or public health order in effect which requires some or all of the employees to work at home and/or limit their exposure to others. The Employer will assess such situations and determine whether it is appropriate for employees to work remotely, including from home.

ARTICLE 19 – VACANCIES

- 19.01 The Employer will advise the Society of any vacancy within thirty (30) days of the position becoming vacant. The Employer shall have no obligation to fill any vacancy in the bargaining unit, unless it decides to do so. The Employer shall advise the Society of the reason why the vacancy was not filled.
- 19.02 Where the Employer elects to fill a bargaining unit position, it shall post the position on the Employer Human Resources System (currently called MyHR) for a period of seven (7) days. The Employer may, at the same time, post or advertise the position outside of the bargaining unit, should it wish to do so. Each posting will state the position title, provide a general description of the responsibilities of the position, the qualifications and/or experience necessary to be considered for the position, including language and education, the location of the position, the application deadline and pay range. An employee who wishes to be considered for the position so posted shall make a formal application in accordance with the provisions of the posting. The Employer reserves the right to determine the start date of the employee in the new position.
- 19.03 The Employer may, but shall not be required to, follow the posting procedure contained in this Article if the vacancy is not expected to exceed one hundred and eighty (180) days or if the vacancy is caused by an approved leave of absence. The Society shall be notified when posting is waived by the Employer.
- 19.04 When filling any vacancy under this Article, the Employer will consider the employees' experience (including considering whether the employee has worked in the relevant Safety Program Line, i.e. EDAD, BPV & OE, and/or Fuels or any other new Safety

Program Lines which may exist in the future), skills, abilities, and where required, education, professional registrations, certifications and/or licenses necessary to do the work. If prospective employees are relatively equal on the basis of these factors, seniority shall govern. Qualified bargaining unit employees will be given preference over non-bargaining unit candidates where their qualifications are relatively equal to or better than the non-bargaining unit candidates.

- 19.05 An employee promoted or transferred to a new position within the bargaining unit shall serve a trial period for up to ninety (90) days worked in the new position, which shall include a minimum period of orientation and familiarization of not less than thirty (30) days. If the employee is unable during this period to meet the requirements in a manner satisfactory to the Employer, or the employee finds the job unsatisfactory, they will be returned to their former position (if it still exists) without loss of seniority and will be paid at the pay rate they formerly received prior to being awarded the position, and the vacancy shall then be filled by the second most qualified person who applied for the position, and this person shall then be subject to the ninety (90) day trial period and the minimum period of orientation and familiarization of not less than thirty (30) days. If this second employee is unable during this period to meet the requirements in a manner satisfactory to the Employer, or the employee finds the job unsatisfactory, they will then be returned to their former position (if it still exists) without loss of seniority and will be paid at the pay rate they formerly received prior to being awarded the position, and the vacancy may then be filled by the Employer in its sole discretion without further posting. Any other employee promoted or transferred because of the rearrangement of positions shall be returned to their former position (if it still exists) without loss of seniority and

will be paid at the pay rate they formerly received prior to being awarded the position. While the Employer shall have the right to return the employee to their former position (if it still exists) as described above, the Employer shall not do so prior to the expiration of the thirty (30) day orientation and familiarization period.

- 19.06 Any employee who has successfully completed the trial period in the new position shall not be entitled to apply for another posted position for twelve (12) months from the completion of the trial period, except with the advance written permission of the Employer.
- 19.07 The Employer shall have the right to assign a bargaining unit employee to an alternate bargaining unit position provided they are qualified to perform the work or the Employer agrees to provide the required training so that the employee is qualified to perform the work. If the employee is assigned to a position with a higher rate of pay, then the employee shall receive the higher rate of pay while performing work in the new position.
- 19.08 Fixed term employees as per Article 22.01 shall be considered to be non-bargaining unit applicants for the purpose of job competitions. If they are the successful candidate, then their seniority shall be back dated to their first day of employment as a fixed term employee, provided that there has not been a break in their service longer than one (1) week. (A break in their service means any period of time when the fixed term employee is not in the employment of the Employer.)

ARTICLE 20 – LEAVES OF ABSENCE

20.01 The Employer may, in its sole discretion and depending upon the Employer's assessment of its employment and/or operational needs, grant an unpaid leave of absence provided that the employee has successfully completed the probationary period. The employee's request must be made in writing and indicate the reason for and the length of the leave requested. Requests for education leave will be considered by the Employer. All requests must be submitted to the responsible Manager not less than twenty-eight (28) days in advance of the requested date of commencement of this leave. Emergency requests will be considered. Any leave pursuant to this Article 20.01 must be not less than six (6) months, and not more than twenty-four (24) months' duration, unless the Employer agrees to a different duration. Where the Employer grants a leave of absence in accordance with this Article 20.01, the Employer will have no obligation to provide a similar leave of absence for any other employee, and the Employer's decision will not be a precedent for any other employee or otherwise compromise the Employer's rights pursuant to this Article 20.01. Subject to the terms and limitations of the benefit plans, an employee shall be allowed to continue enrollment in all employee benefit plans (excluding pension) at the employee's own expense while on an unpaid leave of absence. The employee must make arrangements with the Human Resources Department in order to ensure that all premium payments are made in advance. Employees on leave pursuant to this Article 20.01 shall maintain, but shall not accrue, seniority while on leave.

20.02 An unpaid leave of absence for all or part of a working day shall be granted to a Society Representative to attend to Society business, provided the request is made in writing to the Employer's Vice President Human Resources at least two (2) weeks prior to the

commencement of the requested leave of absence. Shorter term requests will be considered on a situational basis and will not be unreasonably denied. No more than twelve (12) such leaves of absence will be granted in any calendar year, and the total number of days of such leaves of absence for all Society Representatives combined shall not exceed twelve (12) days in any calendar year. These leaves of absence must be taken in full days (i.e. not less than a full day). During such leaves of absence, the Employer shall maintain the employee's salary, benefits and pension. The Society will reimburse the Employer for the full cost of salary, benefits and pension. Absence from work by a Society Representative pursuant to this Article should not negatively impact on their performance appraisal.

20.03 When an employee is elected or appointed to a full-time position with the Society, the Employer shall grant a leave of absence without pay. Any such leave of absence shall be not less than twelve (12) months and not more than twenty-four (24) months, unless the Employer agrees to a different duration. During this leave of absence, the employee shall maintain and accrue seniority. Premiums for the continuation of benefits and pension coverage shall be paid by the Society for the duration of such leave. Prior to the end of the leave of absence, the employee shall provide thirty (30) days' advance written notice that they wish to return to the bargaining unit, and the employee shall be returned to the position they held immediately prior to the commencement of the leave of absence, or to a comparable position for which the employee has the requisite experience, skills, abilities and, as required, education, professional registrations, certifications and/or licenses necessary to perform the work of the position. During such leave of absence, the Employer shall maintain all of the employee's existing compensation and benefits,

including pension. The Society will reimburse the Employer for the full cost of salary, benefits and pension (i.e. any and all costs of compensation and benefits shall be paid by the Society).

20.04

- (a) Pregnancy and parental leaves, emergency leave, and any other leaves provided by the *Employment Standards Act, 2000* shall be granted by the Employer in accordance with the terms of the *Employment Standards Act, 2000*. The Employer shall have the right to approve or refuse to approve any request for an extension of any leave provided by the *Employment Standards Act, 2000*.
- (b) During the full period of a pregnancy or parental leave provided by the *Employment Standards Act, 2000*, both the employee and Employer shall continue to pay their respective shares of the cost of the benefit plans in which the employee is involved, unless the employee advises the Employer that they are opting out.
- (c) **Pregnancy and Parental Leave Policy:** The Employer will continue to provide supplemental pregnancy benefits which are substantively similar to those in the Employer's current Pregnancy and Parental Leave of Absence Policy.

20.05 An employee shall be granted up to five (5) working days of leave immediately following the death of the persons listed below, for the purpose of making arrangements for and/or attending the funeral or to funerary customs. The employee shall receive pay at their regular rate for each of these five (5) working days. In order to obtain payment under this

Article, an employee must provide proof of death if requested to do so. The list of relevant persons is as follows; the employee's:

- (i) Spouse or legally recognized partner;
- (ii) Child;
- (iii) Stepchild;
- (iv) Parent;
- (v) Stepparent; and
- (vi) Father-in-law or Mother-in-law.

20.06 An employee shall be granted up to three (3) working days of leave immediately following the death of the persons listed below, for the purpose of making arrangements for and/or attending the funeral or to funerary customs. The employee shall receive pay at their regular rate for each of these three (3) working days. In order to obtain payment under this Article, an employee must provide proof of death if requested to do so. The list of relevant persons is as follows; the employee's:

- (i) Brother; stepbrother; brother-in-law;
- (ii) Sister; stepsister; sister-in-law;
- (iii) Son-in-law; Daughter-in-law;
- (iv) Grandparent; Spouse's grandparent; and

- (v) Grandchild.

20.07 An employee shall be granted up to one (1) working day of leave immediately following the death of the persons listed below, for the purpose of making arrangements for and/or attending the funeral or to funerary customs. The employee shall receive pay at their regular rate for this one (1) day. In order to obtain payment under this Article, an employee must provide proof of death if requested to do so. The list of relevant persons is as follows; the employee's:

- (i) Niece; nephew;
- (ii) Cousin;
- (iii) Aunt; uncle;
- (iv) Aunt-in-law; uncle-in-law; and
- (v) Other relative.

20.08 Employees may request one-half (1/2) day paid leave to attend the funeral of a close, non-family member. Such requests shall be considered by the Employer on a case by case basis, but the Employer shall have no obligation to provide this paid leave.

20.09 For the purposes of Article 20.05, "partner" is a legally married spouse or person with whom the employee currently and continues to cohabitate for at least twelve (12) consecutive months.

20.10 For the purposes of Articles 20.05, 20.06 and 20.07, where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement

leave as indicated in Articles 20.05, 20.06 or 20.07, as the case may be. The portion of the employee's vacation which is deemed to be bereavement leave under the above Articles will not be counted against the employee's vacation credits.

- 20.11 If the employee requires additional time off, the employee may arrange with their immediate Manager to use any unused vacation time, or obtain a leave of absence without pay.
- 20.12 Bereavement leave is intended to be utilized at the time of the bereavement. However, when the death or funeral services occur outside of the country and travel is necessary, or where the circumstances of the death are such that a funeral or memorial will happen at a later date, or other circumstance, the entitled bereavement leave can be divided into two (2) parts. Such requests shall not be unreasonably denied.
- 20.13 Employees who are on leave of absence pursuant to Article 20 (other than Article 20.01) shall retain and accumulate seniority while on such leave of absence. Employees on leave pursuant to Article 20.01 shall not accrue seniority while on such leave of absence.
- 20.14 If an employee is required to attend court as part of the employee's job duties and responsibilities, such time attending court shall be considered to be part of the employee's duties and, therefore, the employee will be paid pursuant to the provisions of this Agreement. If the employee receives any compensation from any third party resulting from the court attendance, then such amount shall be paid to the Employer, excluding any meal allowance. The employee shall provide to the Employer any relevant documentation in connection with the court appearance.

ARTICLE 21 – HOURS OF WORK

21.01 The Employer and the Society acknowledge and agree that the Employer can be required to operate twenty-four (24) hours per day, seven (7) days per week and/or three-hundred-and-sixty-five (365) days per year in order to fulfill its safety mandate. It is understood and agreed that this Article is intended to form the basis of a work week and shall not constitute a guarantee of hours of work per day or per week, or number of days per week.

The Employer allows for flexibility on a full-time employee's working hours for the purpose of accommodating personal preference or situations that may arise from time to time. Flexibility in scheduling is allowed provided an employee meets the hours of work set out in Article 21.02.

21.02 The normal work day shall be seven-and-one-quarter (7.25) hours of work per day, and thirty-six-and-a-quarter (36.25) hours of work per week. The work day shall be seven-and-three-quarter (7.75) hours, with a thirty (30) minute unpaid meal break which an employee must take at approximately midway through the employee's work day. In addition, employees are entitled to, and must take, two (2) paid fifteen (15) minute breaks (one (1) in the morning and one (1) in the afternoon). An employee's hours of work must include the core hours of 9:00 a.m. to 3:00 p.m.

21.03 The Employer shall have the right to set any hours of work, and to assign employees to such hours of work, as required in order to meet the Employer's operational and client/customer service needs. Without limiting the generality of the foregoing, the Employer shall have the right to require employees to work evening, weekend and/or

overtime hours in order to meet the Employer's operational and customer service needs and requirements.

21.04

- (a) No employee shall work more than thirty-six and one quarter (36.25) hours per week unless previously authorized by the employee's supervisor or designate, or unless an emergency or unexpected situation involving a client/customer requires the employee to work more than thirty-six and one quarter (36.25) hours per week. If an employee is required to work more than thirty-six and one quarter (36.25) hours per week, the employee shall receive time off in lieu at the rate of one (1.0) hour of time off for all hours after thirty-six and one quarter (36.25) hours worked. For the purpose of calculating time off in lieu, the work week begins at 12:00 a.m. on Sunday morning and ends at 11:59 p.m. the following Saturday evening.
- (b) It is expected that all accrued lieu time will be taken within one month of accrual, and must be scheduled as time off at a time that is approved by the employee's Supervisor. In the exceptional circumstance where accrued lieu time is not taken within one month of its accrual, it will be paid out in the subsequent month (paid as 1.0 hour of regular rate pay for each 1.0 hour of accrued lieu time). Any paid time off counts as hours worked for the purposes of this Article. Work hours spent as travel time related to events such as training, conferences, and continuing education are not eligible for time in lieu accrual should such events result in a work week greater than 36.25 hours.

21.05 No employee shall work overtime unless it is approved in advance by the employee's Supervisor. Overtime shall be performed by qualified employees who normally perform the required work and who are at work when the overtime is required.

ARTICLE 22 – FIXED TERM EMPLOYEES

Fixed Term Employees – Bargaining Unit Employees

22.01 Notwithstanding any other provision of this Agreement, the Employer shall have the right to hire fixed term bargaining unit employees. Fixed term bargaining unit employees are those who are hired on a time-limited contract for the purpose of filling a vacancy in the bargaining unit caused by a bargaining unit member taking a leave of absence, or otherwise for a temporary assignment in the bargaining unit. Such an assignment should not be for a period greater than twenty-four (24) months. This period may be extended by mutual agreement of the employee, the Employer and the Society. Fixed term bargaining unit employees shall be covered by the terms of this Agreement, except that they shall not be entitled to the pension or benefit provisions of this Agreement, they shall not be entitled to paid sick days (Article 29.01) or paid Emergency Days (Article 29.04), they shall not accrue or have seniority rights pursuant to Article 17, and they shall not have layoff and/or recall rights pursuant to Article 23. Instead, their employment shall come to an end at the end of the fixed term contract. The hiring of fixed term employees shall not result in the layoff or reduction of regular hours of work of a bargaining unit employee.

ARTICLE 23 - LAYOFF AND RECALL

23.01 A layoff is defined as an Employer decision that results in the elimination of one or more bargaining unit positions which are occupied by employees at the time of elimination. The Employer will make best efforts to provide notice to the Society's Local Vice President, or designate, within ten (10) days of becoming aware of the requirement for a layoff, and shall meet, as soon as practical, to discuss the layoffs and identify any vacancies that might be available for placement of surplus employees, and to discuss the timing and content of communications to employees, prior to the implementation of the layoffs. The Local Vice President and any Society Staff Representatives shall maintain in strict confidence the contents of these discussions and will not discuss same with employees in the bargaining unit until after the Employer notifies employees of the layoffs. Where an employee voluntarily leaves their position, this shall not constitute a layoff for the purposes of this Article.

23.02

- (a) The Employer will provide in writing ten (10) working days' notice, or pay in lieu of notice, to an employee who is to be laid off, unless the lay-off is caused by fire, flood, storm, power outage or failure, equipment failure and/or related repairs, pandemic or declared emergency, or any other reason beyond the Employer's control and where the provisions of Article 23.02(b) cannot be implemented. The Employer will provide a copy of the layoff notice to the Local Vice President and to a Society Staff Representative.

- (b) Where pursuant to Article 23.02(a), circumstances arise which are out of the Employer's control and which might lead to a lay-off, all Society-represented employees shall work from home in accordance with Article 18 (Remote Work).

23.03 Layoffs and recalls from layoff will be done within Safety Program Lines (for example, EDAD, BPV & OE, and/or Fuels or any other new Safety Program Lines which may exist in the future). In the event of a layoff, or a recall from such a layoff, within Safety Program Lines, the employees' experience, skills, abilities, and as required, education, professional registrations, certifications and/or licenses, will be the primary considerations of the Employer. If certain employees are relatively equal on the basis of these factors, seniority shall govern.

23.04

- (a) In the event of a layoff, an employee shall have the right to either accept the layoff or bump another employee within the same Safety Program Line (for example, EDAD, BPV & OE, and/or Fuels or any other new Safety Program Lines which may exist in the future) starting with the employee with the least seniority and of the same employment status (i.e. full-time or part-time status), provided that the employee doing the bumping has the requisite experience, skills, abilities and, as required, education, professional registrations, certifications and/or licenses necessary to perform the job they are bumping into. Where this is not possible, bumping will proceed in ascending order of seniority starting with the employee with the second least amount of seniority. The employee shall advise the Employer in writing of their decision to bump or to accept the layoff not later than three

working (3) days after being advised of the layoff. Employees failing to advise the Employer of their decision shall be deemed to have accepted the layoff. Within this same three working (3) day period, the employee shall also have the right to advise the Employer that they do not wish to bump or accept the layoff and, instead, elect to voluntarily resign and receive termination pay and severance pay, if any is owing and/or required, pursuant to the terms of the *Employment Standards Act, 2000*. In this event, the employee shall have no right to be recalled or reinstated to employment.

- (b) As an alternative to bumping set out in 23.04(a), an employee may choose to accept placement in a vacant position that the Employer wishes to fill and that the Employer has posted pursuant to Article 19, but the Employer shall not be obligated to accept the employee into the vacant position unless the employee is qualified for and entitled to be placed in the vacancy in accordance with Article 19.
- (c) The Employer will notify the Society when an employee accepts or declines recall.

23.05 If an employee exercises their right to bump in accordance with Article 23.04, the employee shall continue to be paid the same salary.

23.06 Employees who are laid off shall be placed on a recall list and shall retain, but not accrue, seniority for twelve (12) months. The employee shall have recall rights for twelve (12) months. If the employee is laid off for longer than twelve (12) consecutive months, the employee's seniority and employment shall be deemed to have terminated as per Article 17.05(f), and the employee shall be entitled to termination and/or severance pay, if any is owing and/or required by the *Employment Standards Act, 2000*.

23.07 An employee who is on layoff shall be obligated to advise the Employer if they accept any other employment or are receiving compensation from any other source while on layoff.

23.08 **Benefits Continuation:**

- (a) In the event of a layoff of an employee, the Employer shall pay its share of the insured benefits premiums (excluding pension) up to the end of the month in which the layoff occurs.
- (b) The employee may continue to pay the full premium cost of a benefit or benefits (excluding pension), in accordance with the conditions and limitations of the benefit plan. Such payment shall be made through the payroll office of the Employer, provided that the employee informs the Employer of their intent to do so at the time of the layoff, and arranges with the Employer the appropriate payment schedule.
- (c) Without limiting the generality of the foregoing in paragraphs (a) and (b), the Employer shall have no obligation to continue any pension payments/contributions for the employee following the date of the employee's layoff.

23.09 **Temporary Work:** Should the Employer decide to assign temporary work expected to exceed ten (10) working days, employees on layoff shall be given preference for such temporary work for which they are qualified. An employee who has been recalled to such temporary vacancy shall not be required to accept the recall and may instead remain on layoff. Furthermore, the period of time when an employee performs such temporary work

shall not reduce the employee's twelve (12) months of recall rights. For example, if three (3) months into their lay-off an employee accepts a temporary assignment which lasts three (3) months, they are then returned to the recall list with nine (9) months of recall rights remaining.

Recall

23.10 Should the Employer decide to recall employees, the Employer shall recall employees in accordance with Safety Program Lines (for example, EDAD, BPV & OE, and/or Fuels or any other new Safety Program Lines which may exist in the future) and in order of highest seniority to lowest seniority, provided that an employee has the requisite experience, skills, abilities, and as required, education, professional registrations, certifications and/or licenses necessary to perform the work of the position to which the employee is being recalled. The Employer shall recall an employee by telephone, provided that the Employer speaks directly with the affected employee. Alternatively, the Employer may recall an employee by email or courier (provided the Employer has a "read receipt" or a receipt confirming delivery by the courier). An employee recalled to work shall report for work within the five (5) working days following the recall notice (whether by telephone call, email or courier), unless the parties have agreed to a different date. The recall notification shall state the job to which the employee is eligible to be recalled, and the date and time at which the employee shall report for work.

23.11 An employee who is recalled shall be paid the same salary that the employee had at the time of lay-off, and shall also be entitled to any potential salary increases as per the salary grid.

- 23.12 Employees who are qualified for recall, and who decline the recall offer from the Employer, shall lose all seniority and shall be deemed to have quit their employment.
- 23.13 Where the employee fails to notify the Employer that they will return to work, or fails to return to work in accordance with the provisions of the notice of recall, the employee shall lose all seniority and shall be deemed to have quit their employment.
- 23.14 No new employees will be hired into a Safety Program Line (for example, EDAD, BPV&OE, and/or Fuels, or any other new Safety Program Lines which may exist in the future) where there are employees on the recall list from the relevant Safety Program Line and who are qualified to fill the position for which the Employer is attempting to hire. If there are no qualified employees on the recall list, then the Employer shall have its full management rights to hire into the bargaining unit without reference to employees on the recall list.
- 23.15 An employee who is laid off while on a pregnancy or parental leave shall have twelve (12) months of recall rights commencing from the date of completion of the pregnancy or parental leave.
- 23.16 The Employer's right to post for vacancies pursuant to Article 19 of this Agreement shall not apply until employees who are on the recall list have been placed in any such vacant position, so long as the employee is qualified for and entitled to be placed in the vacancy in accordance with Article 19.

ARTICLE 24 – PUBLIC HOLIDAYS AND PAID HOLIDAYS

24.01 The following shall be recognized as statutory holidays:

New Year's Day	Family Day (February)
Good Friday	Victoria Day
Canada Day	Civic Holiday (in August)
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day

With the exception of Article 24.08, eligibility for the above holidays and payment for the holidays will be in accordance with the provisions of the *Employment Standards Act, 2000*.

24.02 The Employer shall have the right to require employees to work on the above holidays.

24.03 If the Employer requires an employee to work on one of the above holidays, the employee shall be paid their regular rate of pay for hours worked on the holiday, plus they will receive another day off (called a "substitute" holiday) that would ordinarily be a working day for the employee, and the employee shall be paid their regular rate of pay for the substitute holiday. The substitute day shall be given no later than three (3) months after the public holiday.

24.04 If any of the above holidays fall on a day that would ordinarily be a working day for an employee, and the employee is not scheduled to work, the employee shall have the day off work and will receive holiday pay equal to their normal work hours at their base rate of pay.

- 24.05 If any of the above holidays fall on a day that would not ordinarily be a working day for an employee, they shall be paid holiday pay equal to their normal work hours at their base rate of pay on the observed day of the holiday (the employee will receive a day off on the observed day and will be paid at their base rate of pay). The Employer will determine the day that the holiday will be observed and will advise employees.
- 24.06 An employee has no entitlement under Articles 24.03, 24.04 or 24.05 if they fail, without reasonable cause, to work all of their last regularly scheduled day of work before the holiday, or all of their first regularly scheduled day of work after the holiday.
- 24.07 The phrase “without reasonable cause” in this Article 24 shall be interpreted in a manner consistent with the provisions of the *Employment Standards Act, 2000*.
- 24.08 Where the holiday falls on a day that would not ordinarily be a working day for bargaining unit employees, then the Employer shall have the right to set a day that shall be observed as the holiday.

ARTICLE 25 - TECHNOLOGICAL CHANGE

- 25.01 The Employer shall notify the Society and the employees as far in advance as practical of any technological changes which the Employer has decided to implement which will significantly change the status of working conditions of employees in the bargaining unit.
- 25.02 Where new or greater skills are required by the Employer as a result of the technological changes, employees shall be given a period of training to acquire the skills necessary for the new method of operation. There shall be no reduction in normal earnings for employees during the training period for any such employee. Training shall be given during regular hours of work whenever possible.
- 25.03 The issue of technological change and/or whether training is required as a result of technological change may be the subject of discussions of the Joint Society Management Committee (JSMC) as per Articles 11.01 – 11.03, unless the parties agree to meet earlier.
- 25.04 Should technological change result in a reduction in positions, such reductions will be dealt with in accordance with Article 23 – Layoff and Recall.

ARTICLE 26 – VACATION

26.01 Employees shall begin to accrue vacation based on active service upon commencement of employment. Such service shall be prorated for the balance of the current vacation year. An employee does not accrue vacation while in receipt of benefits pursuant to the *Workplace Safety and Insurance Act, 1997* or when in receipt of LTD benefits.

26.02 An employee’s vacation entitlement begins to accrue on January 1 each year and ends on December 31 of that same year. Vacation is accrued and used in the same year. Every year, an employee’s vacation entitlement will be calculated using the accrual rates set out in Article 26.03.

26.03 An employee accrues a defined amount of paid vacation time per calendar year based on their years of service* with TSSA. The vacation accrual is based on the employee anniversary date of hire.

Length of Service (vacation milestone anniversary)	Annual Earned Vacation (as of anniversary date and based on full time employment)	Accrual Rate
7 years or less	15 working days – 3 weeks	1.25 days / month
More than 7 years but less than 15 years	20 working days – 4 weeks	1.66 days / month
More than 15 years but less than 21 years	25 working days – 5 weeks	2.08 days / month
More than 21 years	30 working days – 6 weeks	2.50 days / month

Example: A regular full-time employee whose date of hire is October 1, 2012 will have an increase in their vacation from 15 to 20 working days as of October 1, 2019.

The above entitlements are based on active service and will be prorated in the event of any non-active service. For example, if an employee is actively employed for only one half of the year, then the employee's vacation entitlement will be fifty percent (50%) of their regular vacation entitlement.

*For any employees who were employed in the Ministry and then were transferred to and commenced employment with TSSA on May 5, 1997, the employee's prior service with the Ministry will also count for the purposes of determining their vacation entitlement.

26.04 Each employee will be responsible for making vacation requests each calendar year in accordance with their vacation entitlement pursuant to this Article. The employee's Manager will be responsible for reviewing and responding to employee vacation time requests. Vacation requests must generally be made a minimum of two (2) weeks in advance of the vacation commencement date to be considered. The Manager will reply to vacation requests within two (2) weeks of receipt of such request. Where two or more employees at the same time request the same vacation period, and the Employer is not able to grant the requests of all employees, seniority will govern in the allocation of vacation, subject to the Employer's right to consider the business and staffing factors set out below. Vacation must be taken at such times as are approved by the Employer, having regard to the need to maintain staffing and service levels, and subject to the Employer's right to consider the employees' experience, skills, abilities, and as required, education, professional registrations, certifications and/or licenses. The Employer's decision to deny a vacation request shall not result in an employee's forfeiture of the vacation pursuant to Article 26.05, provided that the employee has submitted and received approval for a vacation carry over plan. If an employee fails to submit their requests for vacation as

above, or fails to exhaust their vacation entitlement in any year, the Employer shall have the right, but shall not be obligated, to choose the time that the employee must take the vacation. Regardless of the Employer's right to choose the time that the employee must take vacation, if an employee has not taken their full vacation entitlement during the calendar year, and unless a carry over plan pursuant to Article 26.05 has been approved in advance by the Employer, then the employee shall forfeit their remaining vacation entitlement and shall have no entitlement to additional time off or pay in lieu of vacation. Employees shall not be entitled to schedule vacation during their probationary period, unless previously approved by the Employer during the hiring process.

26.05 Vacation must be taken during the vacation year in which it is earned, and cannot be banked or carried over into the next vacation year, except in accordance with the following provisions:

- (a) the carryover shall not exceed ten (10) days annually;
- (b) an employee wishing to carry over vacation from the current vacation year into the next vacation year shall (1) notify their Manager by no later than October 31 of the current vacation year, and (2) by no later than March 31 of the next vacation year, book the specific dates when the carried over vacation will be used; and
- (c) the carried over vacation must be used by no later than June 30 of the year into which it is carried over, or the vacation will be forfeited.

26.06 In the event that an employee has taken vacation and been paid for vacation that the employee has not yet earned, including but not limited to, situations where the employee is or was on an unpaid leave of absence, a leave pursuant to the *Workplace Safety and Insurance Act, 1997*, an LTD absence, and/or a layoff, or where the employee's employment is terminated (whether voluntarily or otherwise) before the employee earned

the vacation, then the amount of such vacation pay shall be deducted from pay otherwise owing to the employee, including any final pay. This Article 26.06 shall be deemed to be the employee's written authorization to ensure that such deductions are authorized and allowed within the meaning of the *Employment Standards Act, 2000*. When an employee ceases to be employed by the Employer, they will be paid any earned and accrued vacation which remains unused at the employee's departure date. Departing employees may not use earned and accrued but unused vacation time to extend their departure date or notice of resignation. Instead, the employee will be paid such amounts following their departure.

26.07 The Employer may refuse to grant more than two (2) consecutive weeks of vacation at any given time where to do so would interfere with business operations.

26.08 The above provisions do not apply to fixed term employees as per Article 22.01, or to part-time employees as per Article 3.05 who work no more than twenty-three-and-a-quarter (23.25) hours per week. Fixed term employees and part-time employees will receive vacation time off and vacation pay in accordance with the provisions of the *Employment Standards Act, 2000*.

26.09 Vacation time may be taken only in full day or half day increments.

26.10 For the purposes of this Article 26 "active service" means paid work time for the Employer or an approved paid leave of absence. "Active service" does not include time when an employee is in receipt of benefits pursuant to the *Workplace Safety and Insurance Act, 1997* or when an employee is receiving Long Term Disability Benefits.

When an employee is receiving Short Term Disability Benefits, such time is considered to be “active service”.

26.11 The Employer and the Society agree that Articles 26.04 and 26.05 will come into effect on January 1, 2023.

26.12 The Employer agrees that, in its application of the provisions of Article 26, it is not its intention to deprive any employee of their minimum entitlements pursuant to the *Employment Standards Act, 2000* to (i) vacation time and (ii) vacation pay. Therefore, the Employer agrees that in no event shall an employee receive less than their minimum entitlement to (i) vacation time and (ii) vacation pay as required by the *Employment Standards Act, 2000*. For example, if an employee has been employed for two (2) years, pursuant to Article 26.03 the employee would be entitled to three (3) weeks’ vacation. If the employee worked only fifty percent (50%) of the year (and was not on a paid leave of absence for the remainder of the year), then the employee would be entitled to only one-and-a-half (1 ½) weeks of vacation pursuant to Article 26.03. However, because the Employer agrees that the employee should never receive less than their entitlement to vacation time pursuant to the *Employment Standards Act, 2000*, then this employee would receive no less than two (2) weeks of unpaid vacation time as required by the *Employment Standards Act, 2000*. The employee would be paid only fifty percent (50%) of their vacation pay. As a second example, if an employee is entitled to four (4) weeks’ vacation time pursuant to Article 26.03, but the employee has worked only fifty percent (50%) of the calendar year (and was not on a paid leave of absence for the remainder of the year), then the employee would be entitled to only two (2) weeks’ vacation time pursuant to Article 26.03. Again, the Employer agrees that this individual should never

have less than three (3) weeks' vacation time as required by the *Employment Standards Act, 2000*, and therefore the employee would receive a minimum of three (3) weeks of unpaid vacation time. The employee would receive fifty percent (50%) of their usual vacation pay for that calendar year.

ARTICLE 27- POSITION DESCRIPTION

27.01 All employees are entitled to receive a copy of their current job description, as amended by the Employer from time to time.

Job Descriptions

27.02 All salary classifications listed in Schedule "A" have job descriptions, generally summarizing the present duties and responsibilities pertaining to the jobs covered by this Agreement. The Employer will make all job descriptions available to the Society. The Employer reserves the right to amend job descriptions from time to time to meet operational requirements.

ARTICLE 28 – SAFETY EQUIPMENT

28.01 The Employer will supply the necessary safety equipment, including safety shoes and work clothing, to protect employees, at no cost to the employee, and to the extent provided for in the Employer's Uniform Policy and Program in effect TSSA organization-wide at any given point in time.

ARTICLE 29 – SICK AND EMERGENCY DAYS

Sick Days

29.01 Employees covered by this Agreement shall be entitled to up to a maximum of six (6) paid sick days per calendar year. The employee shall be paid at their regular rate of pay for these days. Any additional sick days beyond six (6) shall be unpaid. Each paid sick day used by an employee shall also be considered to be an unpaid “sick leave” day allowed by the *Employment Standards Act, 2000* (“*ESA*”), and if the employee uses a paid sick day as a “family responsibility leave” day as provided by the *ESA*, then the employee’s entitlement to such unpaid days off for either “sick leave” or “family responsibility leave” pursuant to the *ESA* shall be reduced accordingly. Paid sick days may not be carried over into the following calendar year and if paid sick days are not used, they shall be forfeited. Paid sick days must be taken in either half (1/2) day or full day increments (i.e. not less than one half (1/2) day).

29.02 New hires, and employees returning from a leave of absence, will receive paid sick days calculated on a pro-rated basis for the calendar year in which they are hired, or for the balance of the calendar year in which they are returning from a leave of absence.

29.03 The Employer agrees to provide to bargaining unit employees a short term disability plan and a long term disability plan which are substantively similar to the Employer’s current plans.

Emergency Days

29.04 Employees covered by this Agreement shall be entitled to up to a maximum of three (3) paid Emergency Days per calendar year for personal use. The employees shall be paid at

their regular rate of pay for these three (3) days. Any additional days beyond three (3) shall be unpaid. Each paid Emergency Day used by an employee shall also be considered to be an unpaid Family Responsibility Leave day allowed by the *Employment Standards Act, 2000* (“ESA”). Paid Emergency Days may not be carried over into the following calendar year and if paid Emergency Days are not used, they shall be forfeited. Paid Emergency Days must be taken in either one half (1/2) day or full day increments (i.e. not less than one half (1/2) day).

29.05 New hires, and employees returning from a leave of absence, will receive paid Emergency Days calculated on a pro-rated basis for the calendar year in which they are hired, or for the balance of the calendar year in which they are returning from a leave of absence.

ARTICLE 30 – PERFORMANCE APPRAISAL

- 30.01 Supervisors shall ensure the employees understand what is expected of them, encourage ambitious goal setting, stress accountability for results, and tolerate honest mistakes but not poor performance. The Supervisor should communicate on an ongoing basis and counsel the employee toward improved performance.
- 30.02 The Performance Appraisal process will be conducted in an atmosphere of mutual respect and empathy to encourage a positive two-way communication session. The employee should be given adequate notice and time to prepare.
- 30.03 The Supervisor will endeavor to provide recognition to employees commensurate with contribution and performance. Performance expectations should be guided by the job description, work program of the unit and the employee's length of service in the job.
- 30.04 Every employee shall receive an annual performance assessment with written feedback regarding their work over the preceding twelve (12) months.
- 30.05 The employee's performance appraisal will be completed by their Manager and the employee shall be provided with a copy to read and review. The employee will sign off to confirm receipt of the performance appraisal and a copy shall be placed in the employee's file.
- 30.06 An employee may identify discrepancies or provide feedback under the comment section of the performance appraisal form.

30.07 If a regular full-time employee fails to make satisfactory progress, their progression may be withheld for a period of six (6) months. The Employer shall provide the employee with one (1) month's written notice and the reason for withholding progression. The employee whose progression has been withheld as per the above will have their performance reviewed within seven (7) months. If progress and general performance are found to be satisfactory, progression shall be granted. If the employee's progression and general performance are not found to be satisfactory, the Employer shall have the right to either transfer the employee to a different bargaining unit position or terminate their employment.

ARTICLE 31– SALARIES AND BENEFITS

- 31.01 The salary ranges for employees covered by this Collective Agreement are those set out in Schedule “A” attached hereto.
- 31.02 The Employer shall have the right when hiring a new employee to place the employee at the step of the salary range that the Employer considers to be appropriate given the employee’s experience, skills, abilities, and as required, education, professional registrations, certifications and/or licenses, and with due consideration to market conditions affecting recruitment and the salary required to be offered to the new employee (i.e. the Employer is not obligated to place a newly hired employee at the bottom of the salary range).
- 31.03 If, during the course of this Collective Agreement, the Employer institutes a new job classification, the Employer will set a salary rate and the Society will be notified. If the Society disagrees with the rate, the Society will so advise the Employer within thirty (30) days of such notification, after which a meeting will be arranged at a mutually convenient time to attempt to negotiate the rate. If no agreement can be reached, the Society may refer the issue to the next round of collective bargaining.
- 31.04 The Society acknowledges that bargaining unit employees pay for long term disability coverage themselves without any contribution from the Employer.
- 31.05 The Employer agrees to continue to provide to bargaining unit employees a benefit plan which is substantively similar to the existing benefit plan, subject to the terms and conditions of any such plan, including enrollment requirements. The Employer agrees to

pay one hundred percent (100%) of the premiums for all insured benefits (i.e. not LTD). The Employer will not substitute a benefit plan which contains substantively less coverage than the current benefit plan. The Employer agrees to consult with the Society prior to implementing any changes to the current benefit plan. As noted in Article 22.01, fixed term bargaining unit employees shall not be entitled to the pension or benefit provisions of this Agreement.

- 31.06 **Payment of Salary:** Payment of salary will be made bi-weekly by direct deposit only (twenty-six (26) pays per year). Each employee shall be paid in accordance with their classification and salary rate as set out in Schedule "A" to this Collective Agreement. Pay slips will contain year to date salary and deductions, Society dues deducted, and any other requirements under the *Employment Standards Act, 2000*.
- 31.07 The Employer will correct any payroll errors as soon as reasonably possible.
- 31.08 An employee shall be entitled to participate in the Employer's benefit plans on the first day of employment and may continue to participate provided they are deemed eligible to participate by the insurance carrier.

ARTICLE 32 – RPP

32.01 The Employer will contribute to an employee’s Registered Retirement Pension (RPP) as follows:

All employees must contribute four-and-a-half percent (4.5%) of their earnings to the RPP. The Employer will match an employee’s contributions up to six percent (6%) maximum, depending upon the employee’s years of service as follows:

Years of Service	Percentage of Earnings
Less than five (5) years	Two percent (2%)
Five (5) years but less than ten (10) years	Three percent (3%)
Ten (10) years but less than fifteen (15) years	Four percent (4%)
Fifteen (15) years but less than twenty (20) years	Five percent (5%)
Greater than twenty (20) years	Six percent (6%)

32.02 Employees shall have the option to participate in the Employer’s Registered Retirement Pension Plan (RRSP) on a voluntary basis. TSSA will match up to three point twenty-five percent (3.25%) of the employee’s contribution.

ARTICLE 33 – PROFESSIONAL DEVELOPMENT AND FEES

33.01

- (a) An employee shall be entitled to a leave of absence with pay, and with full credit for service and seniority and benefits, to take courses and to write examinations to upgrade their employment qualifications, but only when required by the Employer.
- (b) Employees are expected to maintain all professional development requirements and certifications required by the Professional Engineers of Ontario. Courses or requirements mandated by the Professional Engineers of Ontario may be completed during an employee's regular work hours. Where these professional development requirements and certifications cannot be achieved by the employee as part of the employee's usual bargaining unit work, the employee may seek their manager's approval for paid time off and expense reimbursement for this purpose.

33.02 Employees may make requests for educational and professional development leave and such requests shall be governed by Article 20.01.

33.03 **Professional Fees:** The Employer shall reimburse the full cost of the annual renewal for the Professional Engineers of Ontario licensing fee for each member of the bargaining unit.

33.04 **Other Membership and Dues Payments:** The Employer will consider reimbursement, but shall not be obligated to reimburse, to employees for professional dues and memberships in professional associations that have been identified by the Employer and

approved by a Manager in accordance with the Employer's policy (Professional Membership and Dues Policy).

ARTICLE 34 – COURT ATTENDANCE

- 34.01 In the event that the Employer requires an employee to attend court for the purposes of performing their employment duties, then such attendance shall be considered to be paid work time.
- 34.02 In the event that an employee must attend court for personal reasons, such time away from work shall be unpaid. While the time off work referred to in this Article is unpaid time, if the employee has any paid time available to the employee (such as paid vacation time, paid Emergency Days, etc.), then the employee may use such credits so that the employee continues to be paid during the time off for personal court attendance.
- 34.03 An employee requesting approval for time away from work for the purposes of attending court must notify their Manager by submitting a request for time off work through the MyHR system. The Manager will reply within a reasonable time period and such requests will not be unreasonably denied. The request from the employee must identify the reason why time away from work is required.

ARTICLE 35 – RELIGIOUS OBSERVANCE LEAVE

- 35.01 The Employer acknowledges that an employee's religious beliefs may require unpaid time away from work on days of religious observance and/or unpaid time for prayer during scheduled working hours.
- 35.02 The Employer shall endeavor to accommodate the religious needs of all employees, including granting unpaid time away from work to meet the requirements of an employee's religion or a holy day that falls on a work day.
- 35.03 While the time off work referred to in Articles 35.01 and 35.02 is unpaid time, if the employee has any paid time available to the employee (such as paid vacation time, paid Emergency Days, etc.), then the employee may use such credits so that the employee continues to be paid during the time off for religious purposes.
- 35.04 An employee requesting approval for time away from work for religious purposes must notify their Manager by submitting a request for time off work through the MyHR system. The Manager will reply within a reasonable time period and such requests will not be unreasonably denied. Any request for time off for religious purposes must identify the religious observance for which the accommodation is needed, and identify the nature of the accommodation required.

ARTICLE 36 - GENERAL

36.01 It shall be the responsibility of each employee to notify the Employer promptly in writing of any changes to personal information, including changes of address, personal email address, telephone number, marital status, dependents, or any other change impacting benefit entitlement status or taxation status.

ARTICLE 37 – PUBLICATION OF COLLECTIVE AGREEMENT

37.01 The Employer agrees that, once the Collective Agreement is ratified and finalized, the Employer shall email a copy to all Society bargaining unit employees. The Employer shall also email to each new employee a copy of the most recent Collective Agreement.

ARTICLE 38 - TERM

- 38.01 This Agreement shall become effective as of the date of ratification and shall continue in effect up to and including April 30, 2027.
- 38.02 If either party wishes to negotiate a renewal of this Agreement, that party must give notice of its desire to enter into negotiations to the other, not more than ninety (90) days, and not less than sixty (60) days, prior to the expiry date. Following such notice to bargain, the parties shall meet within fifteen (15) days of the notice or within such further period as the parties may mutually agree upon in writing.
- 38.03 It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this Agreement beyond the expiry date in Article 38.01 for any stated period acceptable to the parties and in accordance with the *Labour Relations Act, 1995*.

IN WITNESS WHEREOF the Society has caused this Agreement to be executed by its duly authorized representatives in the City of _____, this _____ day of _____, 2024.

SOCIETY OF UNITED PROFESSIONALS, IFPTE LOCAL 160

10/03/2025

Date

Robert Mitchell
Robert Mitchell (Mar 10, 2025 12:20 EDT)

Robert Mitchell, Staff Society Officer

04/03/2025

Date

Zivko Gacevic
Zivko Gacevic (Mar 4, 2025 14:29 EST)

Zivko Gacevic

04/03/2025

Date

S. Salib
Sherif Salib (Mar 4, 2025 15:55 EST)

Sherif Salib

IN WITNESS WHEREOF TSSA has caused this Agreement to be executed by its duly authorized representatives in the City of Toronto, on the dates indicated below.

TECHNICAL STANDARDS AND SAFETY AUTHORITY

04/03/2025

Date

Lisa Dymond

Lisa Dymond

Vice President, People & Culture

04/03/2025

Date

Gary C. Highfield

Gary Highfield, Manager Fuels

Engineering

24/03/2025

Date

Chaitali Roy

Chaitali Roy (Mar 24, 2025 14:07 EDT)

Chaitali Roy, Manager HR Operations

SCHEDULE "A"

Effective May 1, 2024: 2.0%

	1	2	3	4	5	6	7
Engineer Pay scale	\$95,141	\$97,519	\$99,957	\$102,456	\$105,017	\$107,643	\$110,333
	8	9	10	11	12	13	14
	\$113,093	\$115,920	\$118,818	\$121,788	\$124,833	\$127,954	\$131,153

	1	2	3	4
EIT Pay scale	\$74,256	\$78,897	\$83,538	\$88,179

Effective May 1, 2025: 1.5%

	1	2	3	4	5	6	7
Engineer Pay scale	\$96,568	\$98,982	\$101,456	\$103,993	\$106,592	\$109,257	\$111,988
	8	9	10	11	12	13	14
	\$114,789	\$117,659	\$120,600	\$123,615	\$126,705	\$129,873	\$133,120

	1	2	3	4
EIT Pay scale	\$75,370	\$80,080	\$84,791	\$89,502

Effective May 1, 2026: 1.5%

	1	2	3	4	5	6	7
Engineer Pay scale	\$98,016	\$100,467	\$102,978	\$105,553	\$108,191	\$110,896	\$113,668
	8	9	10	11	12	13	14
	\$116,511	\$119,424	\$122,409	\$125,469	\$128,606	\$131,821	\$135,117

	1	2	3	4
EIT Pay scale	\$76,500	\$81,282	\$86,063	\$90,844

Notes:

1. Retroactive to May 1, 2024, bargaining unit employees will be migrated to the new salary grid as per the chart below, with the exception of Senior Engineers governed by Note 5 below. The new salary grid below has been reduced from 15 steps to 14 steps. There will be no step increase on May 1, 2024. Employees in step 15 will move to step 14 in the new salary grid.

Placement on the new salary grid is subject to conditions in Note 2 - e.g. an employee must have: i) at least three (3) months of continuous active work performance in the bargaining unit in the prior fiscal year and ii) achieved a performance rating of at least 3.0 for the prior fiscal year.

Failure to meet the above conditions would mean the employee will be placed in the new salary grid at one step lower.

Year 1 Salary Grid Placement			
April 30, 2024 Step	April 30, 2024 Salary	May 1, 2024 Step	May 1, 2024 Salary
1	\$91,000	1	\$95,141
2	\$93,275	2	\$97,519
3	\$95,607	3	\$99,957
4	\$97,997	4	\$102,456
5	\$100,447	5	\$105,017
6	\$102,958	6	\$107,643
7	\$105,532	7	\$110,333
8	\$108,170	8	\$113,093
9	\$110,875	9	\$115,920
10	\$113,647	10	\$118,818
11	\$116,488	11	\$121,788
12	\$119,400	12	\$124,833
13	\$122,385	13	\$127,954
14	\$125,445	14	\$131,153
15	\$128,581	14	\$131,153
EIT 1	\$68,250	EIT 1	\$74,256
EIT 2	\$72,800	EIT 2	\$78,897
EIT 3	\$77,350	EIT 3	\$83,538
EIT 4	\$81,900	EIT 4	\$88,179
EIT 5	\$86,450	1	\$95,141

2. Annual progression from one step on the grid to the next higher level will occur on May 1, 2025, and May 1, 2026. There will be no further step increases beyond May 1, 2026, unless agreed to by the parties in the next round of bargaining. For an employee to move to a higher step on the grid, the employee must have had at least 3 months of continuous work performance in the bargaining unit in the prior fiscal year in order to have progression applied effective May 1 of the subsequent fiscal year (fiscal year is May 1, 2024 - April 30, 2025). In addition, to move to the next higher salary level, an employee must have a satisfactory performance rating (i.e. meaning a rating of at least 3.0). If an employee does not have a satisfactory performance rating for the prior fiscal year, the employee's effective progression date will be delayed for six months or longer as allowed pursuant to the above and article 30.07. If the employee has a satisfactory performance rating (i.e. a rating of at

least 3.0) as of November 1, then the employee will move to the next higher salary level for the remaining six months of that fiscal year. NOTE: Performance ratings are done at the end of the fiscal year (in May & June), and therefore, any progression will apply retroactively to May 1 of the fiscal year.

3. Engineer In Training (EIT) salary levels are as noted in Schedule A. Salary progression for an EIT is also subject to Note 2. An Engineer in Training can progress to Engineer Pay Grid ONLY when they have achieved their P.Eng. designation.
4. TSSA Management reserves the right and discretion to place a newly hired employee (i.e. whether an Engineer or an Engineer in Training) on the salary grid at any step that TSSA Management considers to be necessary and/or appropriate, as allowed by Article 31.02 of the Collective Agreement. In addition, the Employer retains the right to pay a hiring bonus to new employees should the Employer determine it to be necessary.
5. The above salary grid excludes Senior Engineers. Salaries for Senior Engineers will be capped and red-circled at \$137,000 with no further base salary increases. Instead, they will receive a lump sum payment of 2.5% of their base salary in year 1, 2 and 3; i.e May 1 of 2024, 2025 and 2026. Lump sum payments for Senior Engineers in each fiscal year are also dependent upon the employee receiving a satisfactory performance rating (i.e. meaning a rating of at least 3.0) and having at least 3 months of active continuous work performance.