

# Collective Agreement

---

between

**Ontario Public Service Employees Union  
on behalf of its Local 546**

and

**Technical Standards and Safety Authority**

---

**DURATION: May 1, 2022 – April 30, 2024**





## TABLE OF CONTENTS

ARTICLE 1— PURPOSE.....	1
ARTICLE 2— RECOGNITION.....	1
ARTICLE 3— NO DISCRIMINATION .....	1
ARTICLE 4— MANAGEMENT RIGHTS .....	2
ARTICLE 5— UNION SECURITY AND DUES DEDUCTION.....	3
ARTICLE 6— UNION REPRESENTATION.....	4
ARTICLE 7— HEALTH AND SAFETY .....	6
ARTICLE 8— STRIKES AND LOCK-OUTS.....	7
ARTICLE 9— GRIEVANCE PROCEDURE .....	8
ARTICLE 10— GRIEVANCE ARBITRATION .....	10
ARTICLE 11— EMPLOYEE FILE AND DISCIPLINE .....	11
ARTICLE 12— SENIORITY.....	12
ARTICLE 13— VACANCIES.....	15
ARTICLE 14— LAYOFF AND RECALL.....	18
ARTICLE 15— TECHNOLOGICAL CHANGE .....	20
ARTICLE 16— LEAVES OF ABSENCE.....	21
ARTICLE 17— FIXED TERM EMPLOYEES .....	24
ARTICLE 18— POSITION DESCRIPTION.....	25
ARTICLE 19 — HOURS OF WORK .....	25
ARTICLE 20— STATUTORY HOLIDAYS .....	28
ARTICLE 21— VACATIONS.....	29
ARTICLE 22— SICK DAYS.....	33
ARTICLE 23 — PERFORMANCE APPRAISAL .....	34
ARTICLE 24— SALARIES AND BENEFITS.....	35
ARTICLE 25— REGISTERED PENSION PLAN (RPP).....	36
ARTICLE 26— GENERAL.....	37
ARTICLE 27— TERM .....	37
SCHEDULE “ A” .....	39
LETTER OF UNDERSTANDING NO. 1 SENIORITY .....	40
LETTER OF UNDERSTANDING NO. 2 HOME ALLOWANCE.....	41
LETTER OF UNDERSTANDING NO. 3 LIQUID FUEL INSPECTORS .....	43
LETTER OF UNDERSTANDING NO. 4 APPLICATION OF ARTICLE 19.03(a).....	44

## **ARTICLE 1- PURPOSE**

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Union, the Employer and its employees and to establish and maintain mutually satisfactory working conditions, hours of work, salaries, and to provide procedures for the prompt and equitable disposition of grievances for all employees who are subject to the provisions of this Agreement. It is recognized by this Agreement to be the desire of the Union, the Employer and the employees to cooperate individually and collectively in order to abide by and advance these terms and conditions.

## **ARTICLE 2— RECOGNITION**

2.01 The Employer recognizes the Union as the sole bargaining agent of all Inspectors employed by Technical Standards and Safety Authority who engage in inspections in the Province of Ontario, save and except supervisors and those above the rank of supervisor.

2.02

- a) Unless expressly indicated to the contrary in this Agreement, the word "employee" or "employees" whenever used in the Agreement shall mean respectively an employee or employees in the bargaining unit.
- b) A Full-Time employee is an employee who meets the regular hours of work expectation, which is forty (40) hours per week, comprised of eight (8) hours of work per day.
- c) A Part-Time employee is an employee who is scheduled to work no more than twenty-four (24) hours per week and is paid for no more than twenty-four (24) 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.

2.03 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.

2.04 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— NO DISCRIMINATION**

3.01 The Employer, employees and the Union agree that:

- 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 in the workplace by the Employer, the Union 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 Union and the Employer agree to cooperate in the enforcement of Articles 3.01(a) and (b).

3.02 The Employer agrees that there will be no intimidation, harassment, discrimination, interference, restraint or coercion exercised or practiced by the Employer or its representatives because of membership or activity in the Union.

#### **ARTICLE 4— MANAGEMENT RIGHTS**

4.01 The management of the Employer and its operations and the direction of the employees are fixed exclusively with the Employer, and without limiting the generality of the foregoing, the Union 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 or re-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 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.

- 4.02 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.
- 4.03 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.
- 4.04 The Employer shall not enter into individual agreement(s) with any employee in the bargaining unit which are inconsistent with the provisions of this Agreement or the Union's representation rights.

#### **ARTICLE 5— UNION SECURITY AND DUES DEDUCTION**

- 5.01 The Employer shall deduct Union dues commencing from the first day of employment, from each pay of each employee, starting with the first pay period nearest to the effective date of this Agreement, an amount equivalent to such Union dues as may be designated by the Union from time to time. In addition, the Employer shall deduct Union dues from any retroactive salary payments.

The Employer agrees that it will submit a cheque or electronic payment to the Union, not later than the fifteenth (15<sup>th</sup>) 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 Union, 100 Lesmill Road, North York, Ontario. The Employer shall also provide a list of names, employee number or a unique identifier, and the amount deducted. The list shall clearly indicate changes in employment status for promotion, demotion, termination and leaves of absence, and may be either in hard copy or electronic copy.

- 5.02 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 available to each person in the bargaining unit in time for inclusion in their income tax return according to published Canada Revenue Agency timelines.
- 5.03 The Union 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.

- 5.04 The Union 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 Union dues as herein provided.
- 5.05 The Union shall provide not less than thirty (30) days written notice to the Employer of any change in the amount of Union dues, and such notification shall be the Employer's authority to make the deductions specified. The Employer will make this deduction adjustment on the next pay period following the effective date of notice from the Union.
- 5.06 The Employer shall cease making such deductions when an employee accepts a position not covered by the bargaining unit description in Article 2.01, and such assignment is not temporary. If the assignment is temporary, then this shall be recorded in writing and dues deductions shall not cease.

#### **ARTICLE 6— UNION REPRESENTATION**

- 6.01 The Employer agrees to recognize up to six (6) Stewards (inclusive of the Local Executive Committee) elected or appointed from among the employees in the bargaining unit. The Union will make best efforts to ensure that there are two (2) Stewards from each Safety Program Line (EDAD, BPV & OE, and Fuels). The Local President or designate will inform the Employer, in writing, of the names of the Local Executive Committee and the Stewards, and of any subsequent changes. The Employer agrees to recognize the Stewards for the purpose of representation or any other matters arising which concern the bargaining unit. Generally speaking, only one (1) Steward may deal with any complaint or grievance at any time,
- 6.02 All Stewards must be regular full-time staff, who have passed probation, to serve in such capacity.
- 6.03 The Union and the Employer recognize and agree that Stewards have regular duties to perform in connection with their employment, and that only such reasonable time as is necessary will be taken by such Stewards during working hours to investigate and deal with grievances. Stewards 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 Stewards 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 Steward, to a maximum of six (6) hours total. One Steward may transfer their one (1) hour to another Steward, but the six (6) 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 eighteen (18) 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.

- 6.04 The Employer agrees to recognize the Union's negotiating committee comprised of a Union staff person, plus three (3) representatives who shall be elected from among the employees in the bargaining unit for the purpose of negotiating the renewal of this Agreement. All time spent by employee members of the negotiating committee preparing for and attending at negotiations shall be unpaid time.

During such leave of absence, the Employer shall maintain the employee's salary, benefits, accruals and pension. The Union will reimburse the Employer for the full cost of salary, benefits and pension.

- 6.05 The Employer shall release negotiating team members 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. The Union shall provide to the Employer's Labour Relations Specialist no less than fourteen (14) days' advance written notice of requests for time off.

During such leave of absence, the Employer shall maintain the employee's salary, benefits, accruals and pension. The Union will reimburse the Employer for the full cost of salary, benefits and pension.

6.06 **Employee/Employer Relations Committee (EERC)**

- a) It is agreed that a joint committee will be established with three (3) bargaining unit employees and up to three (3) representatives of the Employer.
- b) The committee shall meet physically or virtually every three (3) months during regular business hours at a mutually agreed time and place.
- c) The purpose of the committee 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. 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 committee and the Employer maintains its full management rights to manage the workplace.

- d) Employees serving on the EERC shall not lose regular earnings for time spent attending meetings of the committee.
- e) A Staff Representative of the Union, or legal counsel for the Employer, or Representative for the Employer, may, on invitation of the Local Union or the Employer, attend the EERC meeting, provided that the Union or the Employer, as the case may be, provides at least one (1) week's advance notice to the other party.
- f) Each party shall notify the other party of the proposed agenda items two (2) weeks in advance of the meeting. The Chairperson of the Committee shall be selected by the Employer for the first meeting during the term of this Collective Agreement, and thereafter shall alternate between a Union member and an Employer member. Such meetings shall not generally be longer than ninety (90) minutes in duration.

6.07 The Employer shall notify the local Union of the names of any new employees commencing employment with TSSA. At a time mutually agreed between the parties and scheduled in conjunction with the Employer's Orientation Program, the new employees shall have the opportunity to attend a Union orientation with a Union Steward or alternate of up to thirty (30) minutes during regular working hours with no loss of credits for the purpose of acquainting the new employees with the benefits and duties of Union membership and the employees' responsibilities and obligations to the Employer and the Union as per the Collective Agreement. Such meeting will be mutually scheduled between the Union Steward/alternate, the Employer and the new employee(s). The meeting will be conducted on an individual or collective basis. The meeting shall be held virtually (i.e. video conference).

6.08 **Copies of the Agreement:** The Employer and the Union desire all parties to be familiar with the provisions of this Agreement and the rights and obligations contained in it. For this reason, the parties agree that once the Agreement is finalized, the Employer shall email a copy to all bargaining unit employees.

6.09 **Bulletin Board:** The Employer will provide a bulletin board by electronic means for the purpose of posting notices regarding meetings and other matters of Union business. Notices must be approved by the Union Local President or Unit Steward, and also by the Employer's Labour Relations Specialist, prior to posting.

## **ARTICLE 7— HEALTH AND SAFETY**

7.01 The Employer, the Union 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.

- 7.02 The Employer, the Union and the employees agree to comply with the provisions of the *Occupational Health & Safety Act*.
- 7.03 The Employer and the Union 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 three (3) OPSEU bargaining unit members are included on the committee as non-management members.
- 7.04 The Employer agrees to ensure that one (1) OPSEU bargaining unit member of the Joint Health and Safety Committee shall be certified pursuant to the *Occupational Health and Safety Act*.
- 7.05 The Employer and the Union 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. Union 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.
- 7.06 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) 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 supervisor and receiving permission to do so.
- 7.07 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*.

#### **ARTICLE 8— STRIKES AND LOCK-OUTS**

- 8.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the parties agree that there will be no strikes or lockouts during the lifetime of this Agreement.

- 8.02 The definitions of the terms "strike" and "lock-out" in this Article shall be in accordance with the *Labour Relations Act, 1995*.

## **ARTICLE 9— GRIEVANCE PROCEDURE**

- 9.01 The Employer and the Union 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.

- 9.02 It is the mutual desire of the parties hereto that complaints of employees shall be addressed as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of addressing their complaint. Such complaint shall be discussed with their immediate supervisor within fourteen (14) days of becoming aware of the complaint. If the complaint is not settled, it shall be taken up as a grievance within seven (7) days of the discussion in the following manner and sequence.

9.03 **Step 1: Grievance**

- a) A grievance shall be written and shall include the nature of the grievance, 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 seven (7) days from when the grievance was filed.
- c) The Employer shall give the grievor its decision in writing within seven (7) days from the Step 1 meeting date.
- d) If no meeting is held within the seven (7) days referred to in paragraph (b) above, or if the grievor or the Union 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 9.04.
- e) The grievance shall be submitted to the Employer's Labour Relations Specialist or designate.

9.04 **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 Labour Relations Advisor or designate within seven (7) days from the deadline for the Employer to provide a Step 1 decision (see Article 9.03(c) above), whether the Employer has provided a decision or not.
- b) The parties shall meet to discuss the grievance within seven (7) days of the date of the referral to Step 2.

- c) The Employer shall give the grievor its decision in writing within seven (7) days from the Step 2 meeting date (paragraph (b) above).
- d) If no Step 2 meeting is held, or if the grievor or the Union do not agree with the Employer's Step 2 decision, the grievance may then proceed to arbitration within seven (7) days following the date the Employer's Step 2 decision was due (paragraph (c) above).

9.05 **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 Union shall file a grievance at Step 2 of the grievance procedure, within fourteen (14) days of the discipline, suspension or discharge, but not later.

9.06 **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 Union or the Employer, have a grievance, it shall be submitted at Step 2 of the grievance procedure. Such grievances must be submitted within fourteen (14) days after the incident that gave rise to the grievance, but not later. The parties shall meet to discuss the grievance within fourteen (14) days of the date of the referral to Step 2. The Employer, or the Union as the case may be, shall give its decision in writing within fourteen (14) 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 as per Article 10. The remaining provisions of the grievance procedure shall then apply.

9.07 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.

9.08 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.

9.09 The employee has the right to be accompanied and represented by a Union Steward or Union Staff Representative at all meetings in the grievance/arbitration procedure, other than the initial complaint stage.

9.10 A grievor and a Steward 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 Steward is entitled to be paid pursuant to Article 6.03.

## **ARTICLE 10— GRIEVANCE ARBITRATION**

- 10.01 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 fourteen (14) days following the Step 2 decision in the grievance procedure (or no later than fourteen (14) days following the date that the Step 2 decision was due), and shall provide the name of a proposed arbitrator or arbitrators. Within fourteen (14) 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 fourteen (14) 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 seven (7) days.
- 10.02 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.
- 10.03 The arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in anyway, 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.
- 10.04 The parties agree that the steps, time limits and conditions specified in Articles 9 and 10 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.
- 10.05 Employees who are summoned or subpoenaed and whose attendance is required at arbitration hearings shall receive permission to be absent from work without pay, provided notice is received at least fourteen (14) days in advance for scheduling purposes.

## **ARTICLE 11— EMPLOYEE FILE AND DISCIPLINE**

- 11.01 When a disciplinary notice, including a warning or suspension, is placed against the record of a bargaining unit employee, a copy of such notation, including written reasons, shall be delivered to the employee and a copy shall be placed in the employee's file. No letters or notes of discipline shall be placed in an employee's file before being addressed with the employee.
- 11.02 Any disciplinary notice which is provided to an employee shall be signed by the employee for the sole purpose of acknowledging receipt.
- 11.03 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. The employee shall be accompanied by a representative from the Employer's Human Resources Department while viewing the file. An employee may request copies of documentation included in their employee file. However, the Employer retains the right to refuse to provide the employee with any requested information if it relates to or involves the confidentiality of another employee or individual. All time spent by the employee reviewing their employee file shall be unpaid time. Where it is not practical for the employee to review their file physically in the Employer's premises, the Employer shall deliver an electronic version to the employee for review, with password protection.
- 11.04 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.
- 11.05 An employee shall have the right to have a Union Steward present at any virtual or physical (in-person) meeting where discipline is being imposed.
- 11.06 Any letter of discipline, or documentation referencing a disciplinary action, shall be removed from the employee's record after twenty-four (24) 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 Union of the removal.

## **ARTICLE 12— SENIORITY**

12.01 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. 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 the Employer's Human Resources Manager and a Steward shall be entitled to be present (either virtually or physically) at the draw.

12.02

- 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 is not arbitrary, made in bad faith, and does not violate Article 3.
- b) Where a newly hired Inspector is required to pass technical examinations related to their Safety Program Line that can take potentially up to eighteen (18) months to complete, the Inspector shall be given two (2) opportunities to pass the technical examinations. If the Inspector 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 3.
- c) Where an existing Inspector (i.e. not a newly hired Inspector) is required to pass technical examinations related to their Safety Program Line that can take potentially up to eighteen (18) months to complete, the Inspector shall be given two (2) opportunities to pass the technical examinations. If the Inspector fails after two (2) attempts, then the Employer shall be entitled to assign the Inspector to a bargaining unit position that the Inspector is qualified to perform without passing the technical examinations, if such a position exists and is vacant, and only if the Employer desires to fill such vacancy. If there is no such position, then the Inspector shall be laid off and will have recall rights as per Article 14, except that the Inspector shall not be entitled to bump any other employee and must accept the layoff. The Inspector will then be subject to the recall provisions of Article 14.

12.03 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 or employees on reduced hours in the bargaining unit, such 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 eight (8) hours per work day to determine an equivalent number of days worked).

**Clarity Note:** Despite the opening sentence of Article 12.03, for employees who were employed with the *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 entitlement, (ii) vesting of the Ontario pension plan, 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.

12.04 When an employee moves from full-time status to part-time or reduced hours 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 2080 hours.

12.05 In May and 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 Union. If the Employer has part-time employees or employees with reduced hours status in the bargaining unit, then such part-time or reduced hour employees shall be included on the seniority list with full-time employees, with part-time or reduced hour employees being given pro-rated credit for part-time or reduced hours worked in the bargaining unit, with eight (8) hours of part-time or reduced hours work being equivalent to one (1) day of full-time work.

12.06 **Transfer Out of the Bargaining Unit:**

- a) No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee accepts a permanent transfer to a position outside the bargaining unit, they will lose all seniority. However, should the employee return to the bargaining unit within twelve (12) 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.
- b) An employee who accepts a temporary position outside of the bargaining unit in excess of twenty-four (24) months shall lose all seniority held at the time of the transfer. If the transfer is for twenty-four (24) months or less, the employee shall retain, but not

accumulate, their seniority held at the time of the transfer. In the event the employee who is temporarily transferred for twenty-four (24) months or less is returned to a position in the bargaining unit, they shall be credited with the seniority they held at the time of the transfer, and resume accumulation of seniority from the date of their return to the bargaining unit. If a transfer is intended to be temporary, then this shall be recorded in writing. It is understood that an employee may decline such an offer of transfer.

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

- a) resigns 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 courier and email (provided that the Employer has a delivery confirmation receipt from the courier);  
or
  - ii) 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 12.07(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 three (3) work days within a twelve 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.

12.08 No additional probationary period shall be required if an employee:

- a) changes status (i.e. part-time to full-time or *vice versa*);
- b) accepts another position within the bargaining unit; or
- c) is promoted within the bargaining unit;
- d) despite the above provisions, 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).

- 12.09 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 16, except Article 16.01; 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 13- VACANCIES**

- 13.01 The Employer will advise the Union 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 Union of the reason why the vacancy was not filled. 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.
- 13.02 Where the Employer elects to fill a bargaining unit position, it shall post the position on the Employer Human Resources System (currently called eliR) 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, the location of the position, hours of work, and the pay level. The Employer reserves the right to determine the start date of the employee in the new position.
- 13.03 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.
- 13.04 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, for example, 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 certain 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 equal to or better than the non-bargaining unit candidates.

13.05

- a) 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 placed in the vacant 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. 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 placed in the vacant 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 placed in the vacant position. Where an employee's former position no longer exists, the employee shall be placed in a comparable bargaining unit position without loss of seniority, and will be paid at the pay rate they formerly received prior to being placed in the new position.
- b) Without limiting the foregoing, if a bargaining unit employee is transferred to an inspector trainee role in another area of the bargaining unit, the employee's entitlement to remain in the position to which they are transferred will be dependent upon the employee passing any required examinations (for example, certification examinations). If the employee does not pass the required examinations within a period of eighteen (18) months following the date of the transfer to the new position, then the employee will be returned to their former bargaining unit position (if it still exists), without loss of seniority, and the employee will be paid at the pay rate they formerly received prior to being placed in the new position. The Employer shall have the option to extend the eighteen (18) month timeframe, but shall not be obligated to do so. Where an employee's former position no longer exists, the employee shall be placed in a comparable bargaining unit position without loss of

seniority, and will be paid at the pay rate they formerly received prior to being placed in the new position.

- 13.06 While an employee referred to in Article 13.05 shall serve a trial period of up to ninety (90) days worked in the new position, the Employer is not obligated to keep the employee in the new position, and if the employee is not meeting the requirements of the job in a manner satisfactory to the Employer, the Employer may return the employee to their former position prior to the expiry of the ninety (90) days in accordance with this Article, but not prior to the expiration of the thirty (30) day orientation and familiarization period.
- 13.07 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.
- 13.08 Promotions, transfers or assignments to positions outside of the bargaining unit shall not normally be subject to the provisions of this Agreement. However, when the promotion or transfer to a position outside of the bargaining unit is intended to be temporary only, such as a temporary redeployment to an alternate role where the Employer requires assistance or additional human resources in other non-bargaining unit work areas, and where it is intended that the employee will eventually return to their bargaining unit position, then the provisions of this Agreement shall continue to apply to the employee even while the employee is in the temporary role. If the Employer intends that the promotion or transfer to a position outside of the bargaining unit is intended to be temporary only, then this will be recorded in writing.
- 13.09 The Employer shall have the right to assign a bargaining unit employee to an alternate bargaining unit position. 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. If the employee is assigned to a position with a lower rate of pay, then the employee will maintain their existing rate of pay.
- 13.10 Fixed Term employees as per Article 17.01 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 14— LAYOFF AND RECALL**

- 14.01 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 Local President and OPSEU/SEFPO Staff Representative within seven (7) days of becoming aware of the requirement for a layoff, and shall meet to discuss layoffs prior to the implementation of the layoffs. The Local President and OPSEU/SEFPO Staff Representative 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.
- 14.02 The Employer will provide in writing five (5) 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, or any other reason beyond the Employer's control. The Employer will provide a copy of the layoff notice to the Local Executive and to an OPSEU/SEFPO Staff Representative.
- 14.03 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.
- 14.04 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) with less 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. 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 (3) working 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 owing, 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.

- 14.05 If an employee exercises their right to bump in accordance with Article 14.04, the employee shall maintain their current classification (i.e. Inspector or Inspector Trainee) and shall maintain their current salary, until they are entitled to a salary increase as per the salary grid attached as Schedule "A".
- 14.06 Employees who are laid off shall be placed on a recall list and shall retain, but not accrue, seniority 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 12.07(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*.
- 14.07 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.
- 14.08 **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.
- 14.09 **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.

- 14.10 **Recall:** 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 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 by courier (provided the Employer has a "read receipt" for the email or a delivery confirmation receipt from 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.
- 14.11 An employee who is recalled from layoff shall be placed on the salary grid at the same salary they received at the time of layoff. The period of time that the employee is on layoff shall not count as part of the one (1) calendar year of employment required to move to the next higher step on the salary grid.
- 14.12 Employees who are qualified for recall and who are recalled, and who decline the recall offer from the Employer, shall lose all seniority and shall be deemed to have quit their employment.
- 14.13 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.
- 14.14 No new employee shall be hired to any bargaining unit position while an employee who is qualified to perform the work of that position remains on layoff.

#### **ARTICLE 15— TECHNOLOGICAL CHANGE**

- 15.01 The Employer undertakes to make best efforts to notify the Union and employees as far in advance as possible of any technological changes which the Employer has decided to implement which will significantly change the status of working conditions of employees within the bargaining unit.
- 15.02 Where the Employer requires new or greater skills 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 of any such employee. Training shall be given during regular hours of work whenever possible. If the Employer requires an employee to travel as part of the training, the employee will be compensated as provided for in the Employer's "Employee Expense Claim and Reimbursement Policy".

#### **ARTICLE 16— LEAVES OF ABSENCE**

- 16.01 Subject to the terms and limitations of the benefit plans, an employee shall be allowed to continue enrollment in all applicable 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.
- 16.02 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 16.02 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 16.02, 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 16.02. Employees on leave pursuant to this Article 16.02 shall maintain, but shall not accrue, seniority while on leave.
- 16.03 An unpaid leave of absence for all or part of a working day shall be granted to a Steward to attend to Union 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 Stewards 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 Union will reimburse the Employer for

the full cost of salary, benefits and pension. Absence from work by a Steward pursuant to this Article should not negatively impact on their performance appraisal.

16.04 When an employee is elected or appointed to a full-time position with OPSEU/SEFPO, the Employer shall grant a leave of absence without pay. Any such leave of absence shall be not less than six (6) 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 OPSEU/SEFPO for the duration of such leave. Prior to the end of the leave of absence, the employee shall provide twenty-one (21) calendar 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, and if that position does not exist, 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, with no decrease in pay. During such leave of absence, the Employer shall maintain all of the employee's existing compensation accruals and benefits, including pension. The Union will reimburse the Employer for the full cost of salary, benefits and pension. No more than one (1) employee shall be entitled to this leave at any given time.

16.05

- 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 for seventeen (17) weeks which are substantively similar to those in the Employer's current Pregnancy and Parental Leave of Absence Policy.

16.06 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 grieving and/or 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 partner;
- ii) Child;
- iii) Stepchild;
- iv) Parent;
- v) Stepparent; and
- vi) Father-in-law or Mother-in-law.

16.07 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 grieving and/or 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.

16.08 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 grieving and/or 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.

16.09 Non-family funeral leave: Employees may request one-half (1/2) day paid leave to attend the funeral of a close non-family member. Requests for non-family member funeral leave will be considered by the employee's Supervisor on a case-by-case basis.

16.10 For the purposes of Article 16.06, "partner" is a legally married spouse or person with whom the employee currently and continues to cohabit for at least twelve (12) consecutive months.

- 16.11 For the purposes of Articles 16.06, 16.07 and 16.08, where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave as indicated in Articles 16.06, 16.07 or 16.08, 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 entitlement.
- 16.12 If the employee requires additional time off for bereavement leave, the employee may arrange with their immediate Supervisor to use any unused vacation time, or obtain a leave of absence without pay.
- 16.13 Bereavement leave is intended to be utilized at the time of the bereavement. However, when death or funeral services are delayed and/or occur within or outside of the country and travel is necessary, the Employer shall make best efforts to accommodate special requests.
- 16.14 Employees who are on leave of absence pursuant to Article 16 (other than Article 16.02) shall retain and accumulate seniority while on such leave of absence. Employees on leave pursuant to Article 16.02 shall not accrue seniority while on such leave of absence.
- 16.15 If an employee is required to attend court or another judicial or administrative tribunal 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 17— FIXED TERM EMPLOYEES**

### **Fixed Term Employees — Bargaining Unit Employees**

- 17.01 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 Union. 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 accrue or have seniority rights pursuant to Article 12, and they shall not have layoff and/or recall rights pursuant to Article 14. Instead, their employment shall come to an end at the end of the fixed term contract.

### **Transfers of Bargaining Unit Employees**

- 17.02 The Employer shall have the right to transfer bargaining unit employees to different bargaining unit job functions, with no decrease in salary.

### **ARTICLE 18— POSITION DESCRIPTION**

- 18.01 All employees are entitled to receive a copy of their current Position Description, as amended by the Employer from time to time.

### **ARTICLE 19 — HOURS OF WORK**

- 19.01 The Employer and the Union 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 will continue to allow its existing practice of flexibility for 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 working hours and in scheduling as per the Employer's current practice will continue to be allowed, provided that an employee continues to meet their Full-Time hours requirement and the hours of work set out in Article 19.01, and provided that the employee's request for flexibility can be accommodated on the scheduling board.

- 19.02 The normal work day shall be eight (8) hours of work per day, and forty (40) hours of work per week. The work day shall be eight-and-a-half (8.5) 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., Monday to Friday.

- 19.03
- a) For Inspectors who live outside of their assigned district/territory (i.e. the work district/territory assigned to them by TSSA), the Inspector's paid work day will start when they cross into the boundary of their assigned work district/territory, and the Inspector's paid work day will end when the Inspector crosses back out of the boundary of their assigned work district/territory. The Union and the Employer agree that the period of time that the employee is travelling prior to crossing into the boundary at the start of the day, and the period of time that the employee travels to home after they cross out of the boundary at the end of the day, shall be considered to be commute time pursuant to the *ESA* and therefore shall be unpaid time. The Inspector will not

be paid more than eight (8) hours' pay unless the Inspector has previously been approved for overtime work by their Supervisor, as per Article 19.06. Any work completed by the Inspector at their home office constitutes part of their work day.

- b) For Inspectors who live inside of their assigned district/territory, the Inspector's work day starts at their scheduled start time. The Inspector will not be paid for more than eight (8) hours, unless the Inspector has previously been approved for overtime work by their Supervisor as per Article 19.06.
- c) For Inspectors who are assigned to a specific customer site or sites, the Inspector's work day commences when the Inspector arrives at the first customer work site and commences work. The Inspector's work day ends when the Inspector leaves the last customer work site of the day. The Inspector's work day does not include, and the Inspector will not be paid for, the time travelling to the first customer site of the day or travelling home from the last customer work site of the day.
- d) Notwithstanding Articles 19.03(a) — (c) above, the Employer will also have the right to require employees to park their Company issued vehicles at a designated parking location, and the employee's work day will commence when the employee picks up their vehicle from the designated parking area, and the employee's work day will end when the employee returns the vehicle to the designated parking area.
- e) If an employee is specifically assigned to start their work day in a different district/territory (i.e. not their usually assigned district/territory) and the employee does not go to their usually assigned district/territory at the start of their work day but instead goes directly to the different district/territory, then the employee will be paid for all travel time from their home to the different district/territory. If the employee starts their work day in their usually assigned district/territory, and then is assigned to go to a different district/territory, the employee will be paid for the travel time to the different district/territory. If the employee ends the work day when they are in the different district/territory, then the employee will be paid for the travel time back to their home. Article 19.03(a) will continue to apply if the Inspector who lives outside of their assigned district/territory starts their work day in their usually assigned district/territory, and then is assigned to go to a different district/territory after already being in their usually assigned district/territory (i.e. as per Article 19.03(a) the employee will not be paid for the commute time prior to crossing into the boundary of their usually assigned district/territory).
- f) The Employer and the Union agree that this Article 19.03 provides a greater benefit to bargaining unit employees than the provisions of the Employment Standards Act, 2000 and therefore agree that Article 19.03 does not violate the Employment Standards Act, 2000.

19.04 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.

**Overtime**

19.05 The Employer shall have the right to require employees to work overtime as necessary to meet the Employer's operational and/or client/customer service needs.

19.06 No employee shall work more than forty (40) 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 forty (40) hours per week. If an employee is required to work more than forty (40) hours per week, the employee shall receive overtime pay at the rate of one-and-a-half (1.5) times the regular hourly rate of pay for all hours after forty (40) hours worked. For the purpose of calculating overtime, the work week begins at 12:00 a.m. on Sunday morning and ends at 11:59 p.m. the following Saturday evening.

19.07 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.

**Call Back**

19.08 An inspector who is called into work after completing their regular shift shall be paid a minimum of four (4) hours' pay, at the employee's regular hourly rate of pay, unless the employee is entitled to overtime pay pursuant to Article 19.06.

**On-Call Duty**

19.09 The Employer shall have the right to require one (1) or more Inspectors to be on-call on a weekly basis (i.e. 12:01 a.m. Monday morning until 11:59 p.m. Sunday evening) from each Safety Program Line in each geographic region. The Employer will rotate the Inspectors on-call by assigning Inspectors from week to week on an alphabetical basis (i.e. by last name in alphabetical order). However, the Employer shall have the right to not assign an Inspector who does not have the required skills or abilities (for example, EDAD, BPV&OE and/or Fuels, or other required skills as the case may be). If an employee does not have the required

skills and abilities then the Employer shall skip over that Inspector and assign an Inspector who does have the required skills and abilities.

Where an employee is required to be on-call to be called for duty under conditions which limit their normal off-duty activities, the employee shall be paid at the rate of \$15.00 per weekday, less necessary statutory deductions, or \$25.00 per weekend day or statutory holiday, less necessary statutory deductions. For example, an employee who is required to be on-call for an entire week would receive \$125.00 less necessary statutory deductions (i.e. five weekdays at \$15.00 per day and two weekend days at \$25.00 per day). In addition, the employee will be paid at their regular rate of pay for all hours when they are sent out to customer sites, unless the employee is entitled to overtime pay at the rate of one-and-a-half (1.5) times pursuant to Article 19.06 (i.e. after forty (40) hours). An employee designated for on-call status shall be immediately available for duty during the period of on-call hours at a known telephone number. No on-call payment shall be owing to the employee if the employee is unable to be contacted immediately, or is unable to report for duty immediately when required. The provisions of this Article 19.09 do not apply to part-time employees (if any) who may not be assigned a regular work schedule, and who are normally required to work whenever called to work.

The Employer agrees to post the on-call schedule three (3) months in advance. In the event that an employee who is scheduled for on-call wishes to exchange their on-call assignment with another bargaining unit employee, then the employee who is scheduled shall be responsible for arranging to have another qualified employee cover the on-call assignment, and then advising their Supervisor. To be clear, it is the employee's responsibility, not the Supervisor's responsibility, to arrange for a qualified replacement if they are scheduled for on-call duty.

**ARTICLE 20— STATUTORY HOLIDAYS**

20.01 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

Eligibility for the above holidays and payment for the holidays will be in accordance with the provisions of the *Employment Standards Act, 2000*.

- 20.02 The Employer shall have the right to require employees to work on the above holidays.
- 20.03 If the Employer requires an employee to work on one of the above holidays, they shall be paid holiday pay equal to their normal hours at their base rate of pay, plus two (2) times their regular rate of pay for each hour worked on the holiday.
- 20.04 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 shift hours at their base rate of pay.
- 20.05 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 shift 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).
- 20.06 An employee has no entitlement under Articles 20.03, 20.04 or 20.05 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.
- 20.07 The phrase "without reasonable cause" in this Article 20 shall be interpreted in a manner consistent with the provisions of the *Employment Standards Act, 2000*.
- 20.08 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 21— VACATIONS**

- 21.01 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.
- 21.02 An employee's vacation entitlement begins to accrue on January 1 of any 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 21.03.

21.03 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.

<b>Length of Service</b> (vacation milestone anniversary)	<b>Annual Earned Vacation</b> (as of anniversary date and based on full time employment)	<b>Accrual Rate</b>
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, prorated for the remaining three (3) months of the year (i.e. October — December of that calendar year).

21.04 **Active service defined.** For the purposes of this Article 21 "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".

21.05 **Proration.** The Article 21.03 entitlements are based on active service and will be prorated in the event of any non-active service (and where an employee was not on a paid leave of absence for the remainder of the year). The parties agree, 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.

21.06 **Consistent with ESA minimums.** All Article 21 vacation entitlements (vacation time and vacation pay) will be applied in a manner consistent

with the minimum entitlements pursuant to the *Employment Standards Act, 2000*.

21.07 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.

21.08 **Requests for Vacation.** 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 21.09, provided that the employee has submitted and received approval for a vacation carry over plan. If an employee fails to submit their request 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 21.09 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.

21.09 **Vacation Use.** 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. Vacation time may be carried over into the next vacation year only in exceptional circumstances, and on a case by case basis to be determined by the Employer in consultation with the employee. The carry over shall not exceed ten (10) days. In order for carry over of vacation to be considered,

an employee is required to submit a written request to their Manager by no later than October 31. A plan for usage of the carry over vacation, which must be taken by no later than June 30 of the following calendar year, must be included with the request. Managers shall have the right, but shall not be obligated, to choose the time that the employee must take the vacation in order to avoid forfeiture of vacation. If requested by an employee, their Manager will meet with the employee to attempt to devise a plan to use the employee's remaining vacation prior to the end of the calendar year. If the carried over vacation time is not used by the June 30 deadline, and regardless of the Manager's right to require the employee to take vacation, then the employee shall forfeit the vacation and shall have no entitlement to additional time off or pay in lieu of vacation.

- 21.10 **Written Authorization for Claw Back.** 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 21.10 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*.
- 21.11 **Unused Earned and Accrued Vacation time pay out upon termination.** 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.
- 21.12 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.
- 21.13 The above provisions do not apply to Fixed Term employees as per Article 17.01, or to Part-Time employees as per Article 2.02(c) who work no more than twenty-four (24) 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*.

- 21.14 If an employee who is on vacation or scheduled to be on vacation becomes seriously ill, is hospitalized, or requires medical care at home, they may elect to use any available sick days as per Article 22.01 for the period of convalescence instead of using their vacation time, provided that they provide to the Employer satisfactory proof of such illness or hospitalization for the period of time in question.
- 21.15 Vacation time may be taken only in full day or half day increments.
- 21.16 The Employer and the Union agree that Articles 21.08 and 21.09 will come into effect on January 1, 2023.

## **ARTICLE 22— SICK DAYS**

- 22.01 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).
- 22.02 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.
- 22.03 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**

- 22.04 Employees covered by this Agreement shall be entitled to up to a maximum of three (3) paid Emergency Days per calendar year. The employee 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).

- 22.05 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 23 — PERFORMANCE APPRAISAL**

- 23.01 Supervisors are expected to ensure all 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.
- 23.02 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.
- 23.03 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.
- 23.04 An employee shall receive a performance appraisal at least once every twelve (12) months.
- 23.05 The employee's performance appraisal will be completed by their Supervisor 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 an electronic copy will be part of the employee's file.
- 23.06 An employee may identify discrepancies or provide feedback under the comment section of the performance appraisal form.
- 23.07 If a regular Full-Time employee or a Part-Time employee fails to make satisfactory progress (the employee must achieve a performance rating of at least 3.0), their salary progression may be withheld for a period of up to six (6) months. The Employer shall provide the employee with one (1) month's written notice and the reason for withholding the progression. If an employee's salary progression is withheld, the employee will be placed on a Performance Improvement Plan (PIP) which contains clear improvement goals and expectations, which will be reviewed by the employee and their Supervisor at least once every thirty (30) days while the employee's salary progression is being withheld. 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, salary progression will then 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 24— SALARIES AND BENEFITS**

- 24.01 The salary ranges for employees covered by this Collective Agreement are those set out in Schedule "A" attached hereto.
- 24.02 The Employer shall have the right when hiring a new employee to place the employee at the step of the salary grid (salary grid attached under Schedule "A") 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 grid). In addition, the Employer retains the right to pay a hiring bonus to a new employee, should the Employer determine it to be necessary.
- 24.03 If, during the course of this Collective Agreement, the Employer institutes a new job classification, the Employer will set a salary rate and the Union will be notified. If the Union disagrees with the rate, the Union 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 Union may refer the issue to the next round of collective bargaining.
- 24.04 The Union acknowledges that bargaining unit employees pay for long term disability coverage themselves without any contribution from the Employer.
- 24.05 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 Union prior to implementing any changes to the current benefit plan. As noted in Article 17.01, Fixed Term bargaining unit employees shall not be entitled to the pension or benefit provisions of this Agreement.

- 24.06 An employee shall be entitled to participate in the Employer's benefit plan and may continue to participate provided they:
- a) have completed their probationary period; and
  - b) are deemed eligible to participate by the insurance carrier.

**Payment of Salary**

- 24.07 Payment of salary will be made bi-weekly by direct deposit only (twenty-six (26) pays per year).
- 24.08 The Employer will correct any payroll errors as soon as reasonably possible.
- 24.09 Pay slips will contain year to date salary and deductions, Union dues deducted, and any other requirements under the Employment Standards Act, 2000.

**ARTICLE 25 — REGISTERED PENSION PLAN (RPP)**

- 25.01 The Employer will contribute to an employee's Registered Pension Plan (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:

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

- 25.02 Employees shall have the option to participate in the Employer's

Structured RRSP on a voluntary basis. TSSA will match up to three-and-one-quarter percent (3.25%) of the employee's contribution.

#### **ARTICLE 26- GENERAL**

- 26.01 All references in this Agreement to a number of days refer to calendar days, unless expressly stated otherwise in this Agreement.
- 26.02 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. Letters sent by the Employer to the last mailing address or email address on record, or telephone calls to the last telephone number on record, shall be deemed to be received by the employee and shall satisfy any obligation on the Employer to provide notice to the employee under any provision of this Agreement.
- 26.03 **Professional Dues and Memberships**: All Inspectors shall be reimbursed for professional dues and memberships in professional associations where the Employer requests that the employee be a member of the professional association.

#### **ARTICLE 27— TERM**

- 27.01 If ratified by the bargaining unit, this Agreement shall become effective as of May 1, 2022 and shall continue in effect up to and including April 30, 2024.
- 27.02 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.
- 27.03 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 27.01 for any stated period acceptable to the parties and in accordance with the *Labour Relations Act, 1995*.
- 27.04 In the event that neither party serves notice to amend as provided in this Article, this Agreement shall continue automatically for annual periods of one (1) year each until and unless one party gives notice under Article 27.02.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed by their duly authorized representatives in the City of Toronto, as follows;

DATED at Toronto, Ontario this 23 February 2023, at 11:00 AM EST

**For the Union**

**For the Employer**

DocuSigned by:  
*Nick Mustari*  
B133419352A5485...  
\_\_\_\_\_  
Nick Mustari

DocuSigned by:  
*Laura Desjardins*  
9F741DDF8BFD400...  
\_\_\_\_\_  
Laura Desjardins

DocuSigned by:  
*Haran Thurairasah*  
02F7DE16B6154DE...  
\_\_\_\_\_  
Haran Thurairasah

DocuSigned by:  
*Laurie Weller*  
86202D28F049419...  
\_\_\_\_\_  
Laurie Weller

DocuSigned by:  
*Cory Knipe*  
4D4F936359984AF...  
\_\_\_\_\_  
Cory Knipe

DocuSigned by:  
*Dean McLellan*  
8203F5F4087447C...  
\_\_\_\_\_  
Dean McLellan

DocuSigned by:  
*Douglas Diehl*  
5A5416945D74404...  
\_\_\_\_\_  
Doug Diehl

DocuSigned by:  
*Kim Semper*  
D23EE97BE9A8493...  
\_\_\_\_\_  
Kim Semper

DocuSigned by:  
*Leo Tuusa*  
DFBBD5663604F7...  
\_\_\_\_\_  
Leo Tuusa

\_\_\_\_\_  
JP Hornick

**SCHEDULE “ A”**

**SALARY GRID**

**Inspector Pay Grid**

Effective May 1, 2022	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>Inspector</b>	\$79,000	\$80,975	\$82,999	\$85,074	\$87,201	\$89,381	\$91,616
	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>
	\$93,906	\$96,254	\$98,660	\$101,127	\$103,655	\$106,246	\$108,902
<b>Inspector Trainee</b>	<b>1</b>	<b>2</b>	<b>3</b>				
	\$67,150	\$71,100	\$75,050				

Notes:

1. Upon ratification of this Collective Agreement, each bargaining unit employee will be placed on the above salary grid at the nearest step on the grid which is above the employee’s salary at the time of ratification.
2. Annual progression from one step on the grid to the next higher level will occur on May 1 of each fiscal year. For an employee to move to the next higher step on the grid, the employee must be actively employed in the bargaining unit as of January 1 of the prior fiscal year in order to have progression applied effective May 1 of the subsequent fiscal year (fiscal year is May 1, 2022 – April 30, 2023). For an employee to receive a salary progression on May 1, 2023, the employee must have been actively employed in the bargaining unit as of January 1, 2023 and satisfy article 23.07.
3. Inspector Trainee salary levels are 85%, 90% & 95% of the Step 1 salary level for an Inspector. An Inspector Trainee will be hired at a salary rate of no less than 85% of the Step 1 level for an Inspector and will maintain this 85% rate until completion of probation. Provided that the employee has satisfactorily completed their probationary period, the employee’s salary will be increased to 90% of the Step 1 salary rate for an Inspector effective May 1 of the next fiscal year. In addition, effective May 1 of the following fiscal year, the employee’s salary will be increased to 95% of the Step 1 salary level for an Inspector, and the employee will receive the full Step 1 salary level for an Inspector at the start of the following fiscal year (i.e. on the next May 1). Salary progression for an Inspector Trainee is also dependent upon article 23.07.
4. When an Inspector reaches the last step on the above grid at a salary of \$108,902, the employee's salary will be capped and the employee will receive no further salary base increases, they will receive a lump sum payment of 2.5% of base salary.

**LETTER OF UNDERSTANDING NO. 1**  
**REGARDING SENIORITY**

The Union and the Employer agree that the seniority provisions of Article 12.01 will apply to any bargaining unit employee hired after the date of ratification of this Collective Agreement. The parties further agree that the Employer's existing Probationary Employment Policy will apply for any employee hired prior to the date of the ratification of this Collective Agreement. Specifically, the Employer's current probationary policy is that employees must serve a probationary period of three (3) months. Any employees hired prior to the date of ratification of this Collective Agreement shall be deemed to have completed their probationary period following three (3) months from their date of hire.

This Agreement executed in the City of Toronto, on the 23<sup>rd</sup> day of February 2023, 2023, 11:00 AM EST

**For the Union**

DocuSigned by:  
*Nick Mustari*  
B133419352A5485...  
\_\_\_\_\_  
Nick Mustari

DocuSigned by:  
*Haran Thurairasah*  
02F7DF16B6154DE...  
\_\_\_\_\_  
Haran Thurairasah

DocuSigned by:  
*Cory Knipe*  
4D4F936359984AF...  
\_\_\_\_\_  
Cory Knipe

DocuSigned by:  
*Douglas Diehl*  
5A5416945D74404...  
\_\_\_\_\_  
Doug Diehl

DocuSigned by:  
*Leo Tuusa*  
DFBBD5663604F7...  
\_\_\_\_\_  
Leo Tuusa

**For the Employer**

DocuSigned by:  
*Laura Desjardins*  
9F741DDF8BFD400...  
\_\_\_\_\_  
Laura Desjardins

DocuSigned by:  
*Laurie Weller*  
86202D28F049419...  
\_\_\_\_\_  
Laurie Weller

DocuSigned by:  
*Dean McLellan*  
8203F5F4087447C...  
\_\_\_\_\_  
Dean McLellan

DocuSigned by:  
*Kim Semper*  
D23EE97BE9A8493...  
\_\_\_\_\_  
Kim Semper

**LETTER OF UNDERSTANDING NO. 2**  
**REGARDING HOME ALLOWANCE**

Provided this Collective Agreement is ratified, the Employer agrees to pay to each bargaining unit employee a "home allowance" on the following terms. The Employer shall pay to each bargaining unit employee \$83.34 (\$2,000.00 annually), subject to usual statutory/payroll deductions, twice per month (24 times per year). This \$83.34 bi-monthly amount is inclusive of the Employer's contribution to the employee's internet expense, and there will be no additional payment from the Employer for internet expense. Provided the Collective Agreement is ratified, this amount will be paid retroactively to May 1, 2022.

In addition, for employees hired as Inspectors following the date of ratification of this Collective Agreement, the Employer shall pay to each new hire a one-time payment of \$500.00 (without deductions) to be used by the employee for the purposes of purchasing an ergonomic chair and desk. The employee must provide receipts to the Employer in order to receive this payment. This \$500.00 payment, and the \$83.34 bi-monthly payment referred to above are intended to be used by the employee for the purpose of having a workspace at home in order to keep the Employer's materials and information confidential and so that the employee may work comfortably/safely from home.

The provisions for payments for a home allowance contained in this Letter of Understanding No. 2 replace all previously-existing practices and/or policies of the Employer with respect to payment of any home office expenses, including internet and/or furniture, except that employees will still be allowed to access Staples online for the purposes of ordering pens, pencils, paper materials, ink cartridges and toner. No additional payments will be made by the Employer beyond the payments set out in this Letter of Understanding No. 2.

This Agreement executed in the City of Toronto, on the 23 day of February, 2023, at 11:00 AM EST

**For the Union**

DocuSigned by:  
*Nick Mustari*  
B133419352A5485...  
\_\_\_\_\_  
Nick Mustari

DocuSigned by:  
*Haran Thurairasah*  
02F7DF16B6154DE...  
\_\_\_\_\_  
Haran Thurairasah

**For the Employer**

DocuSigned by:  
*Laura Desjardins*  
9F741DDF88FD400...  
\_\_\_\_\_  
Laura Desjardins

DocuSigned by:  
*Laurie Weller*  
86202D28F049419...  
\_\_\_\_\_  
Laurie Weller

DocuSigned by:  
*Cory Knipe*  
4D4F936359984AF  
Cory Knipe

DocuSigned by:  
*Dean McLellan*  
8203F5F4087447C...  
Dean McLellan

DocuSigned by:  
*Douglas Diehl*  
5A5416945D74404...  
Doug Diehl

DocuSigned by:  
*Kim Semper*  
D23EE97BE9A8493...  
Kim Semper

DocuSigned by:  
*Leo Tuusa*  
DFBBD5663604F7...  
Leo Tuusa

**LETTER OF UNDERSTANDING NO. 3**  
**RE LIQUID FUELS INSPECTORS**

The Employer and the Union agree that the salary grid attached under Schedule "A" excludes Liquid Fuels Inspectors. This position is being "sunset" and the Employer does not intend to hire any more individuals into the Liquid Fuels Inspector position.

Liquid Fuels Inspectors will have their current salaries increased by 2.5% effective the date of ratification of this Collective Agreement, and will receive a further 2.5% increase effective May 1 of each remaining year of this Collective Agreement. Salary increases for Liquid Fuels Inspectors are also dependent upon the employee receiving a satisfactory performance rating (a rating of at least 3.0) and employees will be subject to the provisions of Article 23.04, including the right to be placed on a PIP. Salaries for Liquid Fuels Inspectors will be capped and red-circled at \$93,000.00 with no further increases.

This Agreement executed in the City of Toronto, on the 23 day of February, 2023, at 11:00 AM EST

**For the Union**

DocuSigned by:  
*Nick Mustari*  
B133419352A5485...  
\_\_\_\_\_  
Nick Mustari

DocuSigned by:  
*Haran Thurairasah*  
02E7DE16B6154DE...  
\_\_\_\_\_  
Haran Thurairasah

DocuSigned by:  
*Cory Knipe*  
4D4F936359984AF...  
\_\_\_\_\_  
Cory Knipe

DocuSigned by:  
*Douglas Diehl*  
5A5416945D74484...  
\_\_\_\_\_  
Doug Diehl

DocuSigned by:  
*Leo Tuusa*  
DFBBD5663694F7...  
\_\_\_\_\_  
Leo Tuusa

**For the Employer**

DocuSigned by:  
*Laura Desjardins*  
9F741DDF8BFD400...  
\_\_\_\_\_  
Laura Desjardins

DocuSigned by:  
*Laurie Weller*  
86202D28F049419...  
\_\_\_\_\_  
Laurie Weller

DocuSigned by:  
*Dean McLellan*  
8203F5F4087447C...  
\_\_\_\_\_  
Dean McLellan

DocuSigned by:  
*Kim Semper*  
D23EE97BE9A8493...  
\_\_\_\_\_  
Kim Semper

**LETTER OF UNDERSTANDING NO. 4**

**REGARDING INTERPRETATION/APPLICATION OF ARTICLE 19.03(a)**

Despite Article 19.03(a), TSSA agrees that its current practice where some employees who were hired prior to the date of ratification of this Collective Agreement, and who currently receive paid commute time, shall continue to receive the paid commute time. This practice shall apply strictly to those employees who currently receive this paid commute time and for the life of this Collective Agreement.

This Agreement executed in the City of Toronto, on the 23<sup>rd</sup> February 2023, at 11:00 AM EST, day of

**For the Union**

DocuSigned by:  
*Nick Mustari*  
B133419352A5485...  
\_\_\_\_\_  
Nick Mustari

DocuSigned by:  
*Haran Thurairasali*  
02E7DE16B6154DE...  
\_\_\_\_\_  
Haran Thurairasah

DocuSigned by:  
*Cory Knipe*  
4D4F936359984AF...  
\_\_\_\_\_  
Cory Knipe

DocuSigned by:  
*Douglas Diehl*  
5A5416945D74404...  
\_\_\_\_\_  
Doug Diehl

DocuSigned by:  
*Leo Tuusa*  
DFBBD5663604F7...  
\_\_\_\_\_  
Leo Tuusa

**For the Employer**

DocuSigned by:  
*Laura Desjardins*  
9F741DDF8BFD400...  
\_\_\_\_\_  
Laura Desjardins

DocuSigned by:  
*Laurie Weller*  
86202D28F049419...  
\_\_\_\_\_  
Laurie Weller

DocuSigned by:  
*Dean McLellan*  
8203F5F4087447C...  
\_\_\_\_\_  
Dean McLellan

DocuSigned by:  
*Kim Semper*  
D23EE97BE9A8493...  
\_\_\_\_\_  
Kim Semper