

COLLECTIVE AGREEMENT

BETWEEN:

**LE CENTRE DE COUNSELLING FAMILIAL
DE TIMMINS INC./TIMMINS FAMILY
COUNSELLING CENTRE INC.**

(hereinafter called the "Employer")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL UNION NO. 3127-2**

(hereinafter called the "Union")

EFFECTIVE DATE:

April 1ST, 2023 to March 31ST, 2026

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ARTICLE 1 – PREAMBLE

The purpose of this Agreement is to establish and maintain an orderly collective bargaining relationship between the Employer and the employees of the bargaining unit to provide for the prompt and equitable disposition of grievances and to establish and maintain hours of work, wages and working conditions.

ARTICLE 2 – RECOGNITION

- 2.01** The Employer recognizes the Canadian Union of Public Employees (“CUPE”) as the exclusive Bargaining Agent for all employees of Centre de Counselling Familial de Timmins Inc/Timmins Family Counselling Centre Inc. in the City of Timmins, Ontario save and except supervisors, persons above the rank of supervisors, and students employed during their vacation period.
- 2.02** Wherever applicable in this Agreement the singular shall include the plural.
- 2.03** Any expression of the male gender shall also include the female gender in its application, and vice versa.
- 2.04** In the event that there is a change in the law during the life of the Collective Agreement which creates conflict between the act and the Collective Agreement, the superior provision shall prevail.

DEFINITIONS

- 2.04** Casual employee is one of less than full or part time status who has the right to refuse work, has no guarantee of work beyond the current hiring which could be for an hour(s), day(s), week(s) and can be terminated at anytime without notice by either party and such termination shall not be subject to the grievance procedure or arbitration nor shall the individual acquire seniority. It is agreed and understood that a casual employee will not be used where a part time employee is qualified and available to fill the vacant position and/or time slot which the employer intends to fill.
- 2.05** "Full time permanent Employee" is one who has completed the probationary period and is regularly scheduled to work thirty-five (35) hours per week.
- 2.06** "Part-time Employee" is one who is regularly scheduled to work less than 24 hours per week.
- 2.07** "Temporary Employee" is one who is hired for a specific term not to exceed seven (7) months to replace an Employee who will be on an approved leave of absence, absence due to WSIB, sick leave, long term disability, maternity leave or to perform a special non-recurring task.

This term may be shortened by the Employer at the Employer's discretion or extended a further seven (7) months on the mutual agreement of the Union, Employee and Employer or by the Employer on its own up to eighteen (18) months where the leave or the person being replaced extends to such a period of time. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

The Employer will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

Employees of the Agency will be considered first before going outside the Agency provided that they have the qualifications needed and such a contract would not interfere with their regular daily schedule.

- 2.08** "Probationary Employee" is one who has had less than 910 hours of service with the Employer after which their continuous services shall date from the original hiring date. After successfully completing the probationary period, the Employee will become a regular full time or part-time Employee in accordance with this Agreement. Probationary employees will have access to the collective agreement save and except for dismissal. However, the Employer agrees that no probationary employee will be terminated without cause in the judgment of the Employer.
- 2.09** "Seniority" is defined as the length of service calculated from the last date of hiring in the bargaining unit and shall include service with the Employer prior to the certification of recognition with the Union.
- 2.10** "Employee Representative" means any member or representative of the Canadian Union of Public Employees as identified in writing to the Employer by the Union.
- 2.11** "Employer" means the Board of Directors of Centre de Counselling Familial de Timmins Inc./Timmins Family Counselling Center Inc.
- 2.12** "Grievance" means a complaint of an employee, made in writing, concerning a working condition or term of employment which is applicable to employees covered by this Agreement and, in particular, is defined as a difference arising either between an employee and the Employer or between the parties hereto relating to the interpretation, application, administration, or alleged violation of this Agreement.
- 2.13** "Group Grievance" means a complaint common to two (2) or more employees, made in writing, concerning a working condition or term of employment that is applicable to employees covered by this Agreement.
- 2.14** "Grievor" means a person who has filed a grievance under this Agreement.

- 2.15 Overtime Lieu Bank**” means overtime placed in a bank which is calculated at time and a half in accordance with the *Ontario Labour Relations Act* as authorized by the Employer and such time shall have no monetary value.
- 2.16 "Student"** means any person who is in full attendance at a secondary or post-secondary institution and who is hired as a temporary employee for a school vacation period or semester period under a Co-operative education program or from time to time to perform special projects. The Wage Rate shall be determined by the employer subject to funding and legislation. A student’s employment may be terminated at any time without recourse to the grievance procedure or arbitration. A student shall not replace or take part of another position or responsibilities of another paid staff at the Center.
- 2.17 "Vacancy"** means any unoccupied position in the Bargaining Unit of the Employer.
- 2.18** Except where otherwise provided for in this Agreement expressions used in this Agreement have the same meaning as given them in the *Ontario Labour Relations Act*.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01** Union and its members recognize and acknowledge that it is the exclusive function of the Employer, except where expressly limited in this Agreement,
- a. To maintain order, discipline and efficiency;
 - b. To hire, discharge, lay-off, classify, direct, transfer, promote, demote, establish job classifications, determine qualifications for job classifications and schedule;
 - c. To recruit, examine, select, evaluate, train, re-evaluate, re-train, assign, re-assign and transfer;

Generally to manage the Centre de Counselling Familial Inc./Timmins Family Counselling Center Inc. (the “Centre”) in which the Employer is engaged and without restricting the generality of the foregoing to determine the work to be done, the methods, standards and schedules of operations, services to be rendered, tools, techniques, work procedures, the type of equipment or technology to be used, the number of persons to be employed, the process and control of the work to be done, contract out work, set quality and quantity standards, change, combine or abolish job classifications or departments, determine the standards of performance required, qualifications of an employee to perform any particular job, require employees to have medical examinations, to reduce the work force, number of hours to be worked including reduction of working hours within the organization, department or job by day or week or any other periods, starting and quitting times, when overtime shall be worked, determine financial policies including general accounting procedures and client relations and including the right to make rules, regulations and policies concerning the practices and procedures.

3.02 The Employer agrees that it will not exercise discipline up to and including termination of any employee without just cause. A claim by an employee that he/she has been disciplined without just cause may be the subject of a grievance in accordance with the grievance procedure outlined in this Agreement and Arbitration.

ARTICLE 4 - APPLICATION

4.01 The provisions of this Agreement apply to Union, Employees, and the Employer.

ARTICLE 5 - UNION SECURITY

5.01 The Employer shall allow all new employees the opportunity to meet with a Union Representative within a reasonable amount of time which will normally be within two weeks of the date of their hire. This meeting may occur on the Centre property during working hours and shall not exceed 15 minutes in length.

5.02 The Employer agrees to provide each new Employee with a copy of the Collective Agreement and to advise them as to the name of the Union Representative.

5.03 The Union shall inform the Employer, in writing, of the authorized monthly deduction to be checked off for each Employee.

5.04 The Employer agrees during the life of this Agreement to deduct bi-weekly, from the wages of employees in the bargaining unit the regular Union dues, as certified as being in effect by the Union and to remit those dues to the National Secretary Treasurer of Union National not later than the fifteenth (15th) day of the month following the month such deductions were made.

5.05 The Employer shall indicate the amount of Union dues paid by each Union member accompanied by particulars identifying each Employee and the deductions made on the Employee's behalf.

5.06 The Union shall indemnify and save harmless the Employer, its agents and/or employees acting on behalf of the Employer from any and all claims which may be made against the Employer arising from or in any way related to deductions made from the pay of an employee directed or authorized by the Union and/or arising out of the collection or attempted collection, custody and/or account of such authorized dues.

ARTICLE 6 - REPRESENTATION

6.01 The Employer acknowledges that the employees may select two (2) stewards one of whom shall be designated as the Chief Steward.

- 6.02** The Union acknowledges that the steward has regular duties to perform on behalf of the Employer. In a situation which requires a steward's attention during working hours, the steward shall not leave her regular duties without first obtaining the permission of the Employer. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that permission is subject to the discretion of the Employer, which permission will not be unreasonably withheld.
- 6.03** If permission is granted the matter will be dealt with expeditiously and the steward shall report to her immediate supervisor immediately upon her return. The Employer reserves the right to limit such time. It is further understood that the processing of a grievance shall not interfere with the regular conduct of business including the servicing of clients.
- 6.04** Union shall notify the Employer, in writing, of the name(s) of the stewards and committee members. The Employer shall not be required to recognize any steward or committee member until such notification from the Union has been received.
- 6.05** Specifically, the Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on the Centre's premises or on the Centre's time without prior approval of the Centre, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied. Notwithstanding the above, the Union shall have the right to attend at the Employer's premises to attend at the Employer's premises to seek assistance of representatives of the Union subject to the permission of the Employer which permission will not be unreasonably denied.

NEGOTIATING COMMITTEE

- 6.06** Subject to the efficient operation of the programs as determined by the Employer, the Employer will recognize the Union's selection of up to two employees to form the Negotiating Committee. It shall be the Negotiating Committee's function to meet with the Employer to amend or to negotiate the renewal of this Agreement.
- 6.07** The Employer recognizes a Negotiating Committee comprised of up to two Employee representatives of the Union for the purpose of negotiating a renewal agreement. The Employer agrees to pay employee members of the Negotiating Committee for straight time wages lost from their regularly scheduled working hours spent in direct face to face negotiations for a renewal agreement up to the point of conciliation.

ARTICLE 7 - LABOUR/MANAGEMENT COMMITTEE

- 7.01** To resolve any problems that may arise and to consider and make suggestions and recommendations for their resolution to their respective parties, the Employer and the Union, shall establish a joint committee comprised of two (2) appointees representing the Employer, and two (2) appointees representing the Union, to meet at least twice (2) times annually, if mutually agreed. Responsibility for chairing the meetings and minute taking will be alternated between both parties.

7.02 Ten (10) days prior to any meeting of the Joint Committee, the representatives of the Employer and the Union shall advise each other in writing of the matters they wish to place on the agenda for discussion. The Labour Management Committee shall not have jurisdiction to amend Collective Agreement nor to address grievances.

7.03 Compensation to the members attending to such joint meetings will be paid by the Employer to the extent that the Member would not suffer any loss of pay.

ARTICLE 8 - HEALTH AND SAFETY REPRESENTATIVE

8.01 The Employer and the Union acknowledge and agree that the Union will have a Health and Safety Representative:

- (a) All rights, privileges, and obligations established under the *Ontario Health and Safety Act*, in respect of Occupational Health and Safety shall form part of this Collective Agreement; and
- (b) Reasonable steps, procedures, and techniques will be implemented to prevent and/or reduce the risk of workplace injury.

ARTICLE 9 - HARASSMENT AND SEXUAL HARASSMENT

9.01 The Union and the Employer recognize the right of Employees to work in an environment free from harassment including personal harassment, bullying and sexual harassment, and agree that such harassment will not be tolerated in the workplace and shall be dealt with in accordance with Employer policy.

ARTICLE 10 – NO DISCRIMINATION

10.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an Employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability in accordance with the *Ontario Human Rights Code*.

10.02 The parties further agree that there shall be no discrimination or harassment on the basis of membership or activity in the Union.

10.03 The Parties agree that there shall be no intimidation, interference, restriction or coercion exercised or practiced on employees of the Employer, members of the bargaining unit or representatives of the Union by either the Employer, Union, employees, members of Union or representatives of the Union as applicable and that there shall be no Union activity and no meeting on Employer's premises except with the permission of the Employer.

10.04 Any level in the Grievance Procedure shall be waived if a person hearing the grievance is the subject of the complaint, but no other level shall be waived saved by mutual agreement.

ARTICLE 11 - NO STRIKES NOR LOCKOUTS

11.01 The parties agree that there shall be no strike or lockout during the term of this Collective Agreement. "Strike" or "lockout" shall be defined as per the *Ontario Labour Relations Act*, as amended.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 For the purpose of this Agreement, a grievance or complaint is defined as a difference arising either between an employee and the Employer or between the parties hereto relating to the interpretation, application, administration or alleged violation of this Agreement.

12.02 The grievance shall be in writing and shall identify the nature of the grievance, the remedy sought, and should, where possible, specify the provisions of the Agreement which are alleged to have been violated.

12.03 (a) At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right to the presence of their Union representative. In the case of suspension or discharge, the Employer shall notify the employee of this right in advance.

(b) Where the Employer deems it necessary to suspend or discharge an employee, the Employer shall notify the Union of such suspension or discharge in writing within one (1) day of the decision to suspend or discharge such employee.

12.04 It is the mutual desire of the parties hereto those complaints shall be dealt with as quickly as possible, and it is understood that an employee has no grievance until the employee has first given the employee's immediate supervisor the opportunity to deal with the complaint. The grievor may have the assistance of a Union representative if so desired.

STEP ONE

Such complaints shall be discussed with the employee's immediate supervisor or acting supervisor within ten (10) days of the circumstances giving rise to it having occurred or ought reasonably to have come to the attention of the employee.

STEP TWO

Failing settlement within the time period as set out in STEP ONE, it shall then be taken up as a written grievance within ten (10) days, by the grievor and submitted to the employee's immediate supervisor. The employee may be accompanied by a Union Representative. The immediate supervisor shall deliver a decision in writing within ten (10) days following the day on which the written grievance was presented.

12.05 All agreements reached, under the grievance procedure, between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer, the Union, and the employee or employees involved.

POLICY GRIEVANCE

12.06 A complaint or grievance arising directly between the Employer and the Union concerning the implementation, interpretation, application, administration or alleged violation of this Agreement shall be originated at STEP TWO of the grievance procedure within ten (10) days following the circumstances giving rise to the grievance. Where the grievance is an Employer grievance, it shall be filed with the Union, at STEP TWO of the Grievance Procedure.

GROUP GRIEVANCE

12.07 Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing, identifying each employee who is grieving to the Employer or designate, within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall be treated as being initiated at STEP TWO of the grievance procedure and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

DISCHARGE GRIEVANCE

12.08 If an employee claims that the employee has been unjustly discharged, such claim must be submitted by the employee, who may be accompanied by a Union Representative, or submitted by the Union Representative alone, at STEP TWO of the grievance procedure to the Employer within seven (7) days, following the date the discharge is effective.

12.09 Such grievance may be settled under the Grievance and Arbitration procedures by:

- a. confirming the action of the Employer in discharging the employee, or
- b. reinstating the employee with up to full seniority, for time lost, and up to full compensation for time lost, or
- c. any other arrangement that might be deemed just and equitable.

ARTICLE 13 - ARBITRATION

13.01 (a) Failing settlement under the foregoing grievance procedures any grievance may then be submitted to arbitration as hereinafter provided under its own distinct arbitral procedure.

- (b)** When either party requests that any matter be submitted to Arbitration as provided in this Article, it shall make such request in writing addressed to the other party of this Agreement, and at the same time appoint a nominee.

Within fifteen (15) days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for Ontario shall have the power to make such appointment upon application hereto by the party invoking the arbitration procedure.

The two (2) nominees shall attempt to agree upon a chairperson of the Arbitration Board. If they are unsuccessful in agreeing upon such a chairperson within a period of twenty (20) days of the appointment of the 'second nominee, they shall request the Minister of Labour for Ontario to appoint a chairperson.

- 13.02** No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 13.03** The Arbitration Board shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
- 13.04** No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure hereinbefore set out.
- 13.05** The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the chairperson, will be final and binding upon the parties hereto, and the employee or employees concerned.
- 13.06** Each of the parties hereto will bear the expenses of the nominee appointed by it, and the parties will share equally the fees and expenses, if any, of the chairperson of the Arbitration Board.
- 13.07** Saturdays, Sundays, and holidays are not to be counted in the time limits set out in this Article.
- 13.08** Wherever Arbitration Board is referred to in this Agreement, the parties hereto may mutually agree, in writing, to substitute a mutually agreeable arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 14 - SENIORITY

- 14.01** Seniority for each permanent full-time employee is based upon the length of continuous full-time employment with the Employer since the last date of hire where one full year is equivalent to 1820 hours.
- 14.02** Seniority for each part-time employee is based upon the number of hours worked with the Employer since the last date of hire where one full year is equivalent to 1820 hours. For clarity, hours in excess of 1820 hours shall not result in additional seniority.
- 14.03** Seniority as referred to in Article 14.04 [list] shall be applied in determining the order of layoff and recall of Employees pursuant to Article 16 (Layoff and Recall).

- 14.04** The Employer shall maintain an up-to-date list showing the date upon which each member's service commenced. A copy of the seniority list shall be posted in the general office and sent to the Union twice per year prior to January 31st and prior to July 1st, in each calendar year.
- 14.05** a) A new clinical employee will be considered on probation until he/she has successfully completed 910 regular hours of work with the Employer as determined by the Employer.
- b) A new secretarial employee will be considered on probation until he/she has successfully completed 450 regular hours of work with the Employer as determined by the Employer.
- 14.06** With the written consent of the Employer, the probationary employee and the President of the Local or designate, such probationary period may be extended. Any extension agreed to will be in writing and will specify the length of the extension.
- 14.07** During the probationary period including any extension, employees shall not receive credit for accumulated hours of work and shall not be entitled to the benefit of the Grievance Procedure in discharge cases contained in this Agreement.
- 14.08** Upon successful completion of the Probationary Period, the employee shall become a regular full-time employee or a regular part-time employee and shall receive credit for her accumulated regular hours of work from her most recent date of hire with the Employer. The regular full-time employee shall then become entitled to all benefits subject to the terms and conditions of the Benefit Insurance Plans.
- 14.09** Upon successful completion of the Probationary Period, the regular full time and/or regular part-time employee's name shall be placed on respective full time or part-time separate seniority lists within thirty (30) days after signing of this Agreement. The list shall indicate in order of their seniority the employee's name, classification and their date of last hiring. The Employer will post the seniority lists to allow employees to review, dispute and/or settle any inaccuracies in such lists within thirty (30) days of the posting. After thirty (30) days, the seniority standing so established shall be recognized and shall not be challenged.
- 14.10** The discharge, layoff or failure to recall after layoff of a temporary or casual employee shall not be the subject of a grievance nor arbitration pursuant to this Agreement.
- 14.11** An employee with her consent transferred to a position outside of the bargaining unit shall retain her seniority accumulated up to the date of the transfer but will not accumulate any further seniority. If an employee returns to the bargaining unit within six (6) months she shall be placed in a position consistent with her classification and seniority.

It is agreed that an employee who has acquired filling in for said transferred employee will be filling in on a temporary basis and will return to her previous position if the employee is transferred back into the bargaining unit.

14.12 If an employee transfers from part-time to full-time, the following method shall be used to calculate his/her seniority from one group to another for the purposes of establishing an anniversary date: eighteen hundred and twenty hours (1820) equal one (1) year.

14.13 Seniority will be backdated to account for any hours worked by a contract employee in a long-term occasional position in the same classification in the twelve-month period preceding their appointment to the permanent posted position.

ARTICLE 15 – LOSS OF SENIORITY

15.01 Seniority rights shall cease, and employment will be terminated for any of the following reasons:

1. Voluntary resignation. An employee shall be deemed to have resigned or quit including engaging in any of the following:
 - a) The employee gives written notice of her desire to leave the Employer's employment; or.
 - b) The employee is absent for more than three (3) consecutive workdays without personally notifying the Employer unless a satisfactory reason in the judgment of the Employer is given; or
 - c) The employee fails to report for work at the expiration of a leave of absence without a satisfactory reason in the judgment of the Employer or the employee accepts gainful employment while on a leave of absence without first obtaining the consent of the Employer in writing.
2. Discharge for just cause and not reinstated through the Grievance procedure;
3. If an Employee is laid off for a period of 24 months or the length of the employee's seniority, whichever is the lesser;
4. The Employee fails to advise the Employer within three (3) calendar days of her intention to report to work and/or fails to return to work within seven (7) calendar days of recall to her last known address or phone number on the Employer's records as provided in Article 16.08 (Layoff and Recall);
5. If an Employee retires.
6. The employee uses a leave of absence for a purpose other than that for which it was granted.

15.02 It shall be the duty of an employee to notify the Employer promptly of any change of address. If an employee fails to give the Employer such notification, the Employer shall not be responsible for the failure of any and all notices to reach such employee. All notices shall be confirmed in writing by registered mail.

ARTICLE 16 - LAYOFF AND RECALL

- 16.01** A notice of layoff shall be given in accordance with terms of *Employment Standards Act*.
- 16.02** A full time or part-time permanent employee who has completed the probationary period and is laid off may elect to accept termination benefits in accordance with the *Employment Standards Act*, as amended and thereby waive right of recall.
- 16.03** The Employer may layoff one or more Employees upon providing not less than fifteen (15) calendar days' written notice prior to the effective date of the layoff. The Employee with the least seniority shall be the first to be laid off provided that the next senior Employee retained within the same classification has the necessary skills, qualifications, abilities, knowledge, experience, training, education and willingness to perform the work available in the judgment of the Employer. For the purposes of a layoff, such application of seniority shall not be a means for promotion of the affected Employee(s).
- 16.04** Subject to Article 16.02, an Employee on layoff possessing the necessary skills, qualifications, abilities, knowledge, experience, training, education and willingness to perform the work available in the judgment of the Employer shall have a right of recall for positions which become available during the layoff, in reverse order of layoff. Nevertheless, on accepting or refusing any position on recall other than the original position from which the employee was laid off, it is agreed and understood that the Employee does not waive her right of recall to the original position should it become available within the 24 months of the original layoff.
- 16.05** Subject to the layoff and recall provisions of this agreement, an employee on layoff shall be given an opportunity of recall to a position within her classification prior to an employer hiring a new employee for the position.
- 16.06** The right of recall shall cease twenty-four (24) months after the date of layoff or the length of the employee's seniority, whichever is the lesser, and the Employee shall lose all seniority and be deemed terminated at that time.
- 16.07** Alternatively, a full or part time employee who has completed the probationary period and who is laid off in accordance with this agreement may elect to accept termination benefits in accordance with the *Employment Standards Act* without right of recall.
- 16.08** In the event a probationary employee is laid off, the probationary employee shall be deemed to be terminated with no right of recall.
- 16.09** Vacation and sick leave accrue based on actual time worked. Accordingly, an employee on layoff shall not accrue vacation and sick leave while on layoff. Vacation and sick leave shall be prorated based on time worked.

- 16.10** When Employees are to be recalled by the Employer, they shall be notified by Registered Mail, Purolator or Priority Mail, to their last place of residence known to the Employer, and a copy of the same will be provided to the Union. It shall be the responsibility of the employee to keep the Employer advised of his/her current address. The Employer shall not be liable for failure of notice pursuant to the terms of this Agreement to reach the employee in the event that such employee has not kept the Employer advised of his/her address. If the Employee fails to report to work within seven (7) calendar days after the delivery or receipt of such notice, whichever is greater, the Employee shall be deemed to have quit.
- 16.11** Other than the right of recall, an Employee on layoff shall not be entitled to any of the benefits in this Agreement under Articles 30 and 31.

ARTICLE 17 - PROMOTIONS, JOB POSTINGS, TRANSFERS, VACANCIES AND PROCEDURES

- 17.01** Where a vacancy occurs, or a new position is created within the Bargaining Unit, which the Employer intends to fill, notice of the position shall be posted on the bulletin board or boards provided on the premises for that purpose and a copy sent to the Union for a minimum of seven (7) calendar days. The notice shall set out the job description, the qualifications required, the wage rate, the deadline for applications, and the person to whom applications are submitted. This requirement shall not apply to vacancies or new positions within the Bargaining Unit that are for a duration of four (4) months or less.
- 17.02** Members shall submit written applications for the vacancy within the period indicated on the notice and such members shall be selected for posted positions on the basis of the following factors:
- i) Skill, ability, knowledge, experience, qualifications, training, and education as determined by the Employer.
 - ii) Seniority

Where, in the judgment of the Employer, two or more applicants are relatively equal with respect to the factors set out in item (i) for the position, then seniority shall govern.

- 17.03** In all cases of promotions, demotions, transfers, layoffs or recall after layoffs, the above-noted factors in Article 17.02 shall be considered by the Employer in filling any affected position subject to Article 17.01.
- 17.04** The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Employer will determine if the Employee can satisfactorily perform the job. Within this period the Employee may voluntarily return or be returned by the Employer to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

- 17.05** The Employer shall post the name of the successful applicant, if any. In the event there is no successful applicant and/or the successful applicant cannot satisfactorily perform the job during the trial period, the Employer may hire from outside the Bargaining Unit at its discretion.
- 17.06** A successful candidate under this clause shall not be able to apply for another position for six (6) months without the mutual agreement of the Employee and the Employer.
- 17.07** The Employer will upon receipt of written request from the unsuccessful selected job applicant, meet with the unsuccessful selected job applicant(s) to discuss the reasons why the applicant(s) were not successful.

ARTICLE 18 – JURY DUTY/CROWN WITNESS LEAVE

- 18.01** An Employee who is selected for service as a juror or who is subpoenaed as a Crown witness to appear in court will be compensated for loss of pay from her regularly scheduled hours at her regular hourly rate less the fee received for her services as a juror or Crown witness. However, should the Employee present herself for selection as a juror and not be selected or be advised she is not required as a witness, then she is required to return to the Employer's premises to complete her remaining normally scheduled workday.
- 18.02** The Employee must present to the Employer a copy of the subpoena or jury selection notice as well as the amount of pay received.

ARTICLE 19 – PREGNANCY / PARENTAL LEAVE

- 19.01** Every full time and part-time permanent employee who becomes pregnant shall notify the Employer of her pregnancy in writing in accordance with governing legislation as amended from time to time.
- 19.02** Full time and part-time permanent Employees returning from maternity leave of absence shall be reinstated to their former position or shall be placed in a comparable position at the same wages and benefits, if applicable, which their former position would have been entitled at the time of the return to work.
- 19.03** Pregnancy/Parental Leave and the subsequent return to employment must at least conform to the provisions of the *Employment Standards Act*, as amended.
- 19.04** During the period of pregnancy/parental leave of full-time permanent employees, the Employer shall continue to pay the hospital, medical and group life insurance premiums as per this agreement.
- 19.05** During the period of pregnancy / parental leave of full-time permanent employees, the Employer shall continue to accrue vacation time and sick leave.

ARTICLE 20 - SICK LEAVE

Paid Time Off (PTO)

20.01 PTO may be used for many purposes, including, but not limited to: vacation, occasional sick time for self or family members, school programs, appointments, bereavement not covered under Article 22.01, etc. And is subject only to normal nonintrusive request and approval procedure to ensure that the Centre service requirements are met and not adversely impacted.

PTO is a benefit that includes both pay and time off. Typically, the pay is received when time off is taken. However, in some situations, such as separation from employment or leaves of absence, where a staff member does not work the full calendar year, the benefit may be pay only.

The following PTO entitlements are based on active employment for the full calendar year:

Full-Time permanent Staff

- 0-5 year of service -- Twenty-eight days (28)
- After the fifth (5) year, start of six (6) year of continuous service, increment of one (1) day each year up to 33 days at ten (10) year of service.
- After fifteen (15) year of continuous service, starting at sixteen (16) increment of one (1) day each year up to a maximum of 38 days.
- Pro-Rated Full-Time employees will receive a pro-rated PTO.
- Where a staff member has used more than which they become entitled, amounts overpaid will be owed back to the Centre.

Definitions

- **Planned PTO** all days off where time off has been arranged ahead of time.
- **Unplanned PTO** Unexpected absences such as occasional illness.

Procedure

- PTO time may be used for a minimum of half (1/2) hour and a maximum of four (4) consecutive weeks.
- Where time off is not eligible for PTO, flex time may be used.
- Payment of PTO shall be shown outside of regular earnings on pay stubs.

Planned PTO

- Staff will request planned PTO in advance by email and the request must be approved by their Executive Director / Management.

- Approval of request will be based on the TFCC and program coverage. In the case where request from two or more staffs and leaves inadequate coverage for a program area, a decision will be made using the date the request was firstly received. (first come first serve)

Unplanned PTO

- Reporting an unplanned absence from work:
- Staff shall notify the Centre within 15 minutes of the time regularly scheduled to start work, either through reception, Executive Director and Executive Assistance.
- The receptionist will cancel the staff's appointments and if necessary, inform the manager or designated of any issues arising from cancellation.
- Manager or designates maintain the right to contact absent staff where it is reasonable to follow-up.

Unused PTO

Employee can carry-over up to a maximum of five (5) days to the following calendar year.

Any unused time that either exceeds five (5) days or is unplanned for may be lost.

20.02 Full time employees working less then 35 hours per week, will accumulate paid time off prorated on weekly hours.

20.03 An Employee earns paid time off leave credits but is not entitled to paid time off leave with pay during his/her first three (3) months of continuous employment.

20.04 Every full-time/part-time Employee shall be entitled to receive paid time off, at full salary, for any time lost by reason of illness or injury to the full extent of credits available to the Employee at the time of such absence, except where the Employee is in receipt of compensation pursuant to the *Workplace Safety Insurance Act*.

20.05 Family Leave

An Employee shall be allowed leave of absence with pay and without loss of seniority for the following reasons:

- | | |
|--|------------------------|
| - Birth of employee's child | - the day of birth |
| - Serious illness of a family member | - three (3) days |
| - Medical appointment for immediate family | - up to three (3) days |
| - | |

20.06 An Employee eligible for Short Term Disability has the option of receiving either Short Term Disability benefits from the insurer or exhausting all paid time off, lieu time credits. In the event, the Employee elects to choose Short Term Disability from the insurer, such Employee will receive Short Term Disability Benefits capped at the rate set out in the policy and no other credits may be utilized to cause the Employee to receive any monies over and above the capped rate of the benefit policy.

ARTICLE 21 – LEAVE OF ABSENCE

- 21.00** The Employer shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the employer. Such approval shall not be unreasonably denied.
- 21.01** Where any personal leave of absence without pay exceeds thirty (30) calendar days, the employer subsidies for any benefits shall cease. Employees on such leave shall have the right to continue participating in health, dental and travel for which they are eligible, provided that they assume the full responsibility of the cost of such premiums for the period of the absence.

It is understood that during any leave of absence not exceeding the periods described above, both seniority and service will accrue. During a leave of absence without pay exceeding thirty (30) working days, credit for service for the purpose of salary, vacation, sick leave or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended, except as specified herein.

The above provisions shall not apply to an employee absent on a leave as indicated in the Employment Standards Act, (Leave of Absence such as maternity, family medical leave, critical illness leave etc.).

ARTICLE 22 - BEREAVEMENT LEAVE

- 22.01** An employee is entitled to and shall be granted, in the event of the death of a parent, present spouse, common-law spouse, son, daughter, foster child, fiancée, life partner, brother or sister, a leave of absence without loss of pay, seniority or benefits up to a maximum of five (5) consecutive calendar days upon notification of the Executive Director or designate.
- 22.02** An Employee who has completed her probationary period is entitled to and shall be granted, in the event of the death of a grandchild, grandparent, aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, a leave of absence without loss of pay, seniority or benefits up to a maximum of three (3) consecutive calendar days upon notification of the Executive Director or designate.
- 22.03** All employees shall be granted one (1) working day leave without loss of salary or benefits to attend the funeral of a relative not mentioned above or a close personal friend.
- 22.04** An employee will be allowed to save one day to attend the memorial services (spring interment).
- 22.05** An employee shall not receive paid bereavement leave while on any other authorized leave of absence, maternity or parental leave or compensable or non-compensable illness or accident or vacation.

- 22.06** An Employee who has completed the probationary period and who is entitled to employment bereavement on leave under Article 21, is entitled to such leave with pay, at the regular rate of pay for such scheduled days which occur during the period of leave of absence under Article 21.
- 22.07** Part-time employees shall be granted paid bereavement leave, said leave being those scheduled consecutive workdays commencing the day after the death.

ARTICLE 23 – UNION LEAVE, POSTINGS AND TRAVEL REIMBURSEMENTS

- 23.01** Depending on operational needs of the Employer as determined by the Employer, the Employer may grant a leave without pay to an employee elected to represent the Local Union at a Union function.
- 23.02** Employees shall not use the Employer's equipment or supplies without the Employer's permission in relation to attending Union meetings, hearings, or other Union business, except for limited communication by a fax, telephone, and/or email as per Employer policy.
- 23.03** Union shall have the right to post Union notices in each building occupied by the Employer at locations designated satisfactory to the Employer and accessible to the Employees.
- 23.04** Employees using personal cars for Employer's business shall be reimbursed as set out in this Agreement at \$0.68 cents/km and in accordance with travel and meal policy at Schedule "C".
- 23.05** The Employer agrees to reimburse employees for legitimate and reasonable expenses including accommodation in the course of discharging their duties for and on behalf of the Employer as approved by the Employer on providing receipts and in accordance with the Travel and Meal Policy at Schedule "C".
- 23.06** The Employer agrees to compensate the costs of meals during staff development training and or business duties approved by the Employer on provision of receipts, save and except where the Ministry assumes such costs, in the following amounts:
- i) Breakfast - \$15.00
 - ii) Lunch - \$25.00
 - iii) Dinner - \$40.00

and in accordance with travel and meal policy at Schedule "C" Meal amounts to be updated in Appendix "C"

23.07 a) Professional Development

All employees will have the opportunity to participate in at least (2) two professional development opportunity per fiscal year (April-March). All cost associated with this training will be paid by the Employer to a maximum of \$500 per year/ per employee.

Should an employee wish to attend a training that is not offered by a Ministry/agency funder and the employee is willing to pay for said training in order to upgrade their qualifications the Employer will not unreasonably deny the request for a paid leave of absence.

Employees completing trainings, webinars or courses that contribute to their professional development may request up to one (1) hour per week to complete tasks associated with these activities, at the discretion of the Executive Director or designate. This applies to professional development opportunities offered at no cost, or where the employee has incurred the cost. One (1) such block of time shall fall during Indirect Service Day.

b) Indirect Service Day

The Employer will provide to each employee, one (1) indirect service day per month. The one (1) indirect service day may be re-assessed and balanced by mutual agreement between the Employer and the Union.

c) Clinical Supervision (3 hours per month)

The Employer shall provide to each employee a minimum of 3 hours per month of structured clinical supervision (individual or group supervision). Hours may be negotiated or renegotiated based on supervisory assessment of needs, and/or supervisory contract in accordance with the Clinical Supervisor's employment contract.

ARTICLE 24 - DISCIPLINE, EMPLOYMENT RECORDS

- 24.01** Discipline entries in an Employee's employment file shall be expunged eighteen (18) months after the completion of the discipline, provided there has been no further discipline.
- 24.02** Each Employee is entitled to review his/her employment record prior to being counselled, and on request, not to exceed twice (2x) per year, and to receive a copy of any document in the record.
- 24.03** Every entry or notation made in an Employee's employment record shall be brought to the Employee's attention.
- 24.04** Copies of disciplinary entries shall be provided to the Union at the time of entry of the document.
- 24.05** In the event a Supervisor intends to interview an Employee for disciplinary purposes, the Supervisor shall advise the employee in advance in order for the Employee to contact her steward or designate to be present at the interview if the Employee so desires.
- 24.06** A steward or local Union officer shall have the right to consult with a Union representative and to have her present at any discussion with supervisory personnel which will be the basis of disciplinary action.

ARTICLE 25 – PROFESSIONAL LIABILITY INSURANCE

- 25.01** The Employer will pay premium costs for professional liability insurance as set out in Schedule “B”.
- 25.02** In a situation where an employee is assaulted or threatened in the course of the employee’s duties, the Employee shall consult the Employer prior to laying any charges including assault or obstructing a peace officer.
- 25.03** Any insurance coverage with respect to professional liability will be subject and wholly limited to the terms, conditions, rules and regulations of the Insurer as set out in the coverage at Schedule “B” as determined by the Insurer.

ARTICLE 26 - SALARIES AND WAGES

- 26.01** The Employer shall pay each Employee the salary and wages as set out in Schedule “A” annexed hereto and forming part of this Agreement.
- 26.02** The Employer shall provide each Employee with an itemized statement of the salary, overtime and other supplementary pay and deductions for each pay period.
- 26.03** The Employer shall not make any deductions from an Employee’s salary and wages unless authorized in writing by the Employee, statute, court order, arbitration, or this Agreement.
- 26.04** An Employee, promoted or reclassified to a higher paying classification, shall receive the next higher rate of pay in the new classification. The Employee shall require an additional 1820 hours of work in order to move to the next step on the salary grid.
- 26.05** When the Employer appoints an Employee to temporarily relieve in or perform the principal duties of a higher paying classification in the bargaining unit, the Employee shall receive the next higher rate of pay of the job being performed. In order to be eligible for the increased rate of pay, the employee must work at least one (1) complete shift.

If a member of the Bargaining Unit replaces in a Supervisory role, the Employer and the Union will mutually agree to an increase in wages based on the duties assigned.

- 26.06** Except as authorized or permitted by Federal or Provincial Statute, or by the employee in writing the Employer shall not claim set-off against the salary and wages of any Employee, make any claim against such salary and wages for liquidated or unliquidated damages, or retain, cause to be retained to itself or accept directly or indirectly any salary and wages payable to an Employee.
- 26.07** When the Employer proposes a new position or to modify or change an existing classified position, the classification and the salary range for that position shall be negotiated with the Union. If the parties are unable to negotiate a salary range, then the matter of salary shall be subject of Arbitration.

26.08 The Employer shall reimburse the employee for the cost of a professional College registration fee based on their employment status. A copy of the receipt must be provided, and reimbursement shall occur at the end of the calendar year. Full-time Registered Social Workers shall receive a reimbursement of up to \$200.00 a year. Full-time Registered Psychotherapists shall receive reimbursement of up to \$300.00 a year. Part-time employees shall receive reimbursement of 50% for their respective registration fees. Association fees are not eligible. The Employer will pay the reimbursement on the 1st pay after July 1st for those employees who have been in continuous employment for 6 months.

ARTICLE 27 - HOURS OF WORK

Flexible Hours

The Employer and the Union recognize that the nature of the services provided by the Employer requires flexibility in the employee's hours of work. Flex time is defined as any hours worked outside of the agency's regular business hours but that does not exceed 35 hours per week or any time the employee starts or ends their scheduled shift outside the regular hours of operation. Flex time must be approved in writing by the Executive Director or delegate when it is not a regularly scheduled shift. Flex time is subject to the following:

- (a) When the weekly hours worked does not exceed 35 hours worked per week, the flex time hours will be compensated as time off in lieu of pay at one time the employee's regular rate of pay.
- (b) b) Such time off must be taken within the same pay period in which the hours were worked. When this is not possible, the time off may be taken within the next pay period upon approval.
- (c) The Employer, at its sole discretion, may pay the flex time in lieu of granting time off.

27.01 The normal hours of work for full time Employees shall be a total of thirty-five (35) hours per week performed in a continuous eight hours per day, in between the hours of 8:30 a.m. and 4:30 p.m., Monday to Friday and shall include a one-hour unpaid lunch.

27.02 The hours of work for part time Employees shall be less than 24 hours per week.

27.03 The scheduled hours of work shall be in accordance with the scheduled hours or hours posted in the workplace.

27.04 Where an Employee on a normal workday is required by Employer to terminate the Employee's workday without just cause before the completion of the Employee's workday the Employee shall receive no less than the pay for the hours he/she was scheduled to work on that day.

27.05 An Employee shall be entitled to a fifteen (15) minute paid break in each half of a normal working day, provided that such a break does not interfere with the operational requirements of the Employer as determined by the Employer.

ARTICLE 28 - OVERTIME AND LIEU TIME

- 28.01** Overtime shall be for time spent in excess of an Employee's scheduled hours of work as approved by the Employer. Employees required to work overtime shall be paid in lieu time at time and one half for hours worked in excess of 35 hours.
- 28.02** Where an Employee completes a period of overtime as defined in this Agreement the Employee shall indicate to the Executive Director or designate whether the Employee elects to use the lieu time for time off at time and a half within the following 24 hours or put such equivalent time off at time and a half in a lieu bank for later use.
- 28.03** In electing to put the lieu time equivalent of overtime in a lieu bank, the Employee may take such lieu time off as part of a day or as whole day(s). The Employee shall make the request to the Executive Director or designate, and the time off will only be taken with the agreement of the Employee's supervisor.
- 28.04** Where an Employee maintains a lieu bank as provided for above all such time off must be exhausted within the year in which it was accumulated, and no such banked time will be carried beyond the calendar year in which it was accumulated.

ARTICLE 29 - PAID HOLIDAYS

- 29.01** Each full-time Employee shall be entitled to payment for twelve (12) Paid Holidays in each calendar year during the term of this Agreement based on the Employee's regularly scheduled daily hours at the Employee's base rate. The paid Holidays are listed below:

New Year's Day	Good Friday
Victoria Day	Canada Day
Labour Day	Thanksgiving Day
December, 24	Christmas Day
Boxing Day	Family Day
Easter Monday	Civic Day

An employee shall have the right to substitute two (2) of the days noted above for his religious or cultural observance provided that the employee meets with the supervisor to formulate a plan to ensure that productive work can be arranged when the office is otherwise closed.

- 29.02** Employees shall only be eligible to receive payment for a paid holiday provided they meet the following conditions:
- i) The Employee must work the full scheduled workday immediately preceding and the full scheduled workday immediately following the Paid Holiday unless absent with prior permission of the Executive Director or designate.
 - ii) No Employee who is off work due to a leave of absence without pay shall be entitled to pay for any Paid Holiday occurring within such period.

- 29.03** When a holiday falls within a permanent full-time employee's scheduled vacation and the Employee qualifies under paragraph 29.01 for holiday pay, the Employee shall receive another day off with pay at a time to be mutually agreed.
- 29.04** Where the statutory holiday occurs during an employee's absence due to sickness, vacation, or other paid leave of absence, the day will be deemed to be a statutory holiday, and the Employee will receive holiday pay.
- 29.05** In the event a Paid Holiday falls on the permanent full time Employee's scheduled day off or the Employer substitutes an alternate day, provided the Employee qualifies for Holiday Pay under paragraph 29.01, the Employee shall receive an additional day off with pay at a time to be mutually agreed.
- 29.06** An employee required to work on a Paid Holiday shall be paid the equivalent time and a half in lieu time for all hours actually worked.
- 29.07** Part time and temporary employees shall receive the paid holidays on a pro-rated basis as outlined in paragraph 30.01 above in lieu time in accordance with the *Employment Standards Act*, as amended.
- 29.08** In addition to the above paid holidays, each employee who has completed his/her probationary period (910 hours) will be entitled to an additional one (1) paid floater holiday and two (2) unpaid floater holidays to be taken during the calendar year at the discretion of the Employer and based on operational needs and client demand.

ARTICLE 30 – BENEFITS

- 30.01** The Employer will contract with an insurance carrier for the purposes of providing insured services for full time Employees as set out below:

*Extended Health Care
Emergency Travel Assistance
*Dental Care
Short Term Disability
Long Term Disability
Life Insurance
Accidental Death and Dismemberment

Such insured services shall at all times remain at least equivalent to the present SSQ Financial strictly limited to the above.

- 30.02** The Employer shall pay one hundred percent (100%) of the single premium or the family premium, as the case may be, of current premium costs for any full-time employee member who is eligible for and entitled to receive insured services referred to above under this Article.

30.03 Notwithstanding Art. 31.02 all Extended Health Care and Dental benefits are covered by SSQ Financial at 100%.

30.04 The Employer will provide each full-time employee with the booklet which outlines the insurance plan as provided by the insurance carrier.

ARTICLE 31 - RETIREMENT PLAN

3101 Full-time/part-time Employees of the bargaining unit shall continue to participate in RRSP whereby the Employer contributes 6% of the employee's regular salary after the first year of the employee's contribution. The full-time/part-time employees may contribute 6% to 8% of the employee's regular salary at the Employee's discretion after the employee has completed the probation period.

31.02 An employee is only entitled to have access to the funds upon retirement, termination or resignation from employment with the Employer. It is agreed and understood between the parties that an Employee will only start to have access to the Employer's contribution portion if the Employee has completed two (2) years of employment with the Employer.

ARTICLE 32 - COPIES OF AGREEMENT AND DISTRIBUTION

32.01 Since it is important to the morale and efficiency of the Employer that every Employee be familiar with the provisions of this Agreement, and in particular, with his/her rights, obligations, and duties, the Employer shall print this Agreement, share the costs of production with the Union and give a copy of this Agreement to each Employee.

ARTICLE 33 - SEVERABILITY OF TERMS

33.01 In the event that any of the terms of the Agreement are found to be invalid, only such term shall be void. All other terms and conditions shall remain in full force and effect.

ARTICLE 34 - TERM OF AGREEMENT

34.01 This Agreement shall become effective as of the date of ratification and shall remain in effect until March 31st, 2026.

34.02 Ninety days prior to the termination of this Agreement, the parties shall commence negotiations of the renewal of this Agreement. Until such time, the terms and conditions of this Agreement shall continue in full force and effect.

IN WITNESS THEREOF THE PARTIES HERETO HAVE HERUNTO SET THEIR HANDS AND SEALS THIS 25 DAY OF January, 2024.

FOR TIMMINS FAMILY COUNSELLING CENTRE INC.

FOR THE UNION LOCAL 3127-2

Tania Duguay
Tania Duguay Jan 25, 2024 11:12 EST

Suzanne Lefebvre-McLean
Suzanne Lefebvre-McLean Jan 25, 2024 11:34 EST

Lisa Wilson
Lisa Wilson Jan 24, 2024 16:11 EST

Fanny Collin
Fanny Collin Jan 24, 2024 11:54 EST

Nc/cope 491

SCHEDULE "A"

FULL-TIME, PART-TIME, TEMPORARY, CASUAL EMPLOYEES

Salary Scale April 1st, 2023, - 5%

Note: Experience in the field is defined as experience providing therapeutic counselling in an individual, couple, family and/or group format.

	College	Bachelors	Masters	Doctorate
0-2 years	26.83	28.64	31.29	37.72
3-5 years	27.83	30.02	32.73	39.62
6-8 years	29.19	31.46	35.21	41.17
9-11 years	30.63	32.95	37.70	42.77
12 + years	32.12	34.49	40.18	44.43

	Secretary/Receptionist	Office Clerk
0-2 years	23.78	18.60
3-5 years	24.56	19.06
6-8 years	25.34	19.48
9-11 years	26.11	19.94
12 + years	26.87	20.36

	Office Administration/Bookkeeping
0-2 years	24.15
3-5 years	25.73
6-8 years	27.30
9-11 years	29.93
12 + years	31.50

SCHEDULE "A"

FULL-TIME, PART-TIME, TEMPORARY, CASUAL EMPLOYEES

Salary Scale April 1st, 2024, - 3%

Note: Experience in the field is defined as experience providing therapeutic counselling in an individual, couple, family and/or group format.

	College	Bachelors	Masters	Doctorate
0-2 years	27.63	29.50	32.23	38.85
3-5 years	28.66	30.92	33.71	40.81
6-8 years	30.07	32.40	36.27	42.41
9-11 years	31.55	33.94	38.83	44.05
12 + years	33.08	35.52	41.39	45.76

	Secretary/Receptionist	Office Clerk
0-2 years	24.49	19.16
3-5 years	25.30	19.63
6-8 years	26.10	20.06
9-11 years	26.89	20.54
12 + years	27.68	20.97

	Office Administration/Bookkeeping
0-2 years	24.87
3-5 years	26.50
6-8 years	28.12
9-11 years	30.83
12 + years	32.45

SCHEDULE "A"

FULL-TIME, PART-TIME, TEMPORARY, CASUAL EMPLOYEES

Salary Scale – April 1st, 2025, - 2%

Note: Experience in the field is defined as experience providing therapeutic counselling in an individual, couple, family and/or group format.

	College	Bachelors	Masters	Doctorate
0-2 years	28.18	30.09	32.87	39.63
3-5 years	29.23	31.54	34.38	41.63
6-8 years	30.67	33.05	37.00	43.26
9-11 years	32.18	34.62	39.61	44.93
12 + years	33.74	36.23	42.22	46.68

	Secretary/Receptionist	Office Clerk
0-2 years	24.98	19.54
3-5 years	25.81	20.02
6-8 years	26.62	20.46
9-11 years	27.43	20.95
12 + years	28.23	21.39

	Office Administration/Bookkeeping
0-2 years	25.37
3-5 years	27.03
6-8 years	28.68
9-11 years	31.45
12 + years	33.10

SCHEDULE "B" – PROFESSIONAL LIABILITY COVERAGE



Policy 564386487

Intact Insurance Company

General Liability

Premises, Property and Operations	Rating		Rating information(s)		Premium \$
	Base	Base Amount	Units	Adjustable Rate	
Counselling Centre	Area	1,000	Per 100 square feet	142.255	1,423
Interested Party(ies)			Applicable to		
Ministry of Community Safety & Correctional Services 59 First Street, PO BOX 11119 Cochrane ON P0L 1C0	Additional Insured		Subject to endorsement L154		
Northern Ontario Heritage Fund Corporation as per free form 70 Foster Drive, Sault Ste Marie ON P6V 6V8	Additional Insured		Subject to endorsement L154		
Ministry of the Attorney General Criminal Law Division Strategic Operations and Management Centre 720 Bay Street, 9th Floor Toronto ON M7A 2S9	Additional Insured		subject to endorsement L154		
Thunder Bay Counselling Centre 544 Winnipeg Avenue, Thunder Bay ON P7B 3S7	Additional Insured		subject to endorsement L154		
The City of Timmins 220 Algonquin Boulevard E, Timmins ON P4N 1B3	Additional Insured		Subject to the L154		
Ministry of Community and Social Services Highway 101 E, PO BOX 3040 South Porcupine ON P0N 1H0	Additional Insured		subject to L154 endorsement		

Policy 564386487

General Liability

Coverage	Form	Deductible	Limit of Insurance
		\$	\$
Commercial General Liability	LR02-2		
Coverage A - Bodily Injury and Property Damage Liability (Each Occurrence Limit)			5,000,000
Coverage A - Bodily Injury and Property Damage Liability (General Aggregate Limit)			5,000,000
Coverage A - Products-Completed Operations (Aggregate Limit)			5,000,000
Coverage A - Property Damage Deductible: Per Occurrence		1,000	
Coverage B - Personal Injury and Advertising Injury Liability			5,000,000
Coverage C - Medical Payments (Per Person)			25,000
Coverage D - Tenants' Legal Liability		1,000	500,000
Liability Extension - Comm Employee Benefits	EL03-2		2,000,000
Additional Insured - Owners, Lessees or Contractors	L154-1		
Employers Liability Extension	L175-1		
Limited Fungi or Spores Coverage Extension	L199-1		
Aggregate Limit			250,000
Per Occurrence			250,000
S.P.F. No. 6 - Supplementary Non-Owned Automobile Coverage	L222-1		5,000,000
O.E.F. 98B - Reduction of Coverage for Lessees or Drivers of Leased Vehicles Endorsement	L257-1		
Liability Conditions	L300-2		
L154 - Addition Insured	GE0002		

INSURED COPY

Policy 564386487

Professional Liability

Coverage	Form	Deductible \$	Limit of Insurance \$
Miscellaneous Malpractice Liability Form (Occurrence)	PR01-1		
(Aggregate)			2,000,000
(Each Claim)			2,000,000
Non-Profit Organization Liability Insurance Policy	D002-3		
A- Insured Person Non-Indemnifiable Liability Aggregate Limit of Liability			5,000,000
B- Insured Person Indemnifiable Liability Aggregate Limit of Liability		1,000	5,000,000
C- Insured Organization Liability: Aggregate Limit of Liability		1,000	5,000,000
Employment Practices Wrongful Act Aggregate Limit of Liability		1,000	1,000,000
Fiduciary Wrongful Act Aggregate Limit of Liability		1,000	1,000,000
Total Aggregate Limit of Liability per Policy Period			1,000,000
Abuse Exclusion	D150-2		
Professional Services	Social Worker and Psychotherapists		

SCHEDULE "C"

TRAVEL AND MEAL EXPENSE POLICY

POLICY

Employees and board members shall be reimbursed for approved travel and other expenses incurred while carrying out work-related activities.

Staff using their personal vehicles for work-related purposes must carry at their own expense, a minimum of one million dollars liability insurance or such other amount as the Centre's insurance company may recommend.

The CCFT Inc./TFCC Inc. shall not pay for any repairs, tickets or other expenses incurred by staff while driving their own vehicles.

PURPOSE

To support appropriate reimbursement to staff and volunteers of expenses incurred while conducting Centre business.

PROCEDURE

The Executive Director has responsibility for overseeing travel and expense payments:

- Advance approval must be given by the Executive Director for all expenses
- Proof of the expense must be supplied when reimbursement is being requested
- Where staff must use their own vehicle rather than another means of transportation (ex. Airplane, car rental, train or bus), they shall be reimbursed at the rate set out in the Centre's Travel Expense Form.
- The most cost-effective method of travel shall always be practiced.

i) Meal expenses:

- The Centre reimburses staff or volunteers for pre-approved meal expenses to a maximum of: Breakfast \$15.00
Lunch \$25.00
Dinner \$40.00
or to a daily maximum not exceeding \$80.00 (including taxes and gratuity)
- Only actual expenses up to these maximums will be reimbursed
- Receipts must be provided (the date, amount and the restaurant name must be clearly stated on the receipts. Credit card sales slips or restaurant cash register receipts must be submitted to support those claims.
- Alcoholic beverages are not a reimbursable expense.

- Breakfast may be claimed if you have left your home before 7:00 a.m. on the day of travelling.
- Dinner may be claimed if you arrive at your home later than 7:00 p.m. on the day of travelling.
- Meal expenses may be claimed only if a meal is not provided at the function/seminar/workshop being attended.

ii) **Accommodation expenses:**

Hotel/motel charges are reimbursable with applicable receipts attached to the Travel Expense Form.

- In room movies, use of bar, etc... are not allowable expenses and will be excluded.
- Hotel/motel accommodations will be booked at a reasonable rate for you by the Administrative Assistant before you leave.
- Hotel/motel accommodation expenses may be claimed only if hotel/motel accommodations are not provided at the function/seminar/workshop being attended.

iii) **Mileage expenses:**

For travel using a personal vehicle, a claim at the rate of \$0.68/KM will be reimbursed when conducting Centre business. The per kilometre rate will be paid (when performing Centre-related activities) when over 100 Kilometres radius from your home, office and when required to travel outside of 100 kilometres radius and admissible expense and reimbursable with applicable receipts attached to the Travel Expense Form.

iv) **Gasoline expenses:**

Gas purchases are not reimbursable when using your own vehicle.

v) **Travel service expenses:**

Taxi and shuttle bus fair charges are an admissible expense if used for business purposes and can be claimed on the Travel Expense Form, with applicable receipts attached. Personal use of taxis will not be reimbursed.

vi) **Airport and other parking expenses:**

Airport and other parking lot charges are reimbursable, with applicable receipts attached to the Travel Expense Form.

vii) **Air travel expenses:**

Airline tickets are billed directly to the Centre and the Administrative Assistant is responsible for making airline reservations.

- Complete the Travel Expense Form, attach all applicable receipts, obtain all necessary signatures and submit to the Executive Director. Travel Expense Forms should be submitted monthly; however, they will not be accepted if the claim is under \$25.00.
- The Executive Director will ensure Travel Expense Claim cheques are prepared every two weeks and distribute accordingly. Processing of Travel Expense Claim cheques will depend on the timing of when the Executive Director receives the claim, which will dictate when payment will be made.

Signed at Timmins, Ontario this 25 day of January, 2024.

**FOR TIMMINS FAMILY COUNSELLING
CENTRE INC.**

FOR THE UNION LOCAL 3127-2

Tania Duguay

Tania Duguay (Jan 25, 2024 11:32 EST)

Suzanne Lefebvre-McLean

Suzanne Lefebvre-McLean (Jan 25, 2024 11:34 EST)

Lisa Wilson

Lisa Wilson (Jan 24, 2024 16:10 EST)

Fanny Collin

Fanny Collin (Jan 24, 2024 11:54 EST)

LETTER OF UNDERSTANDING

RE: UNION LEAVE, POSTINGS AND TRAVEL REIMBURSEMENT

The parties agree and understand, with respect to travel reimbursement, that the agency will continue to pay the current amount of \$.68/km.

Notwithstanding, the parties agree and understand that any employee working under a contract external to the agency, which requires the employee to travel, will be reimbursed at the rate of \$.68/km. Employees working under said contracts will be reimbursed at this rate for the duration of the contract.

Signed at Timmins, Ontario this 25 day of January, 2024.

**FOR TIMMINS FAMILY COUNSELLING
CENTRE INC.**

FOR THE UNION LOCAL 3127-2

Tania Duguay
Tania Duguay (Jan 25, 2024 11:32 EST)

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LETTER OF UNDERSTANDING

RE: EMERGENCY RESPONSE COMMITTEE (ERC)

This Letter of Understanding operates during a period in which both of the following conditions are satisfied:

1. One or more diseases has been designated by regulation to be a “designated infectious disease” for the purposes of section 50.1 of the *Employment Standards Act, 2000*; and
2. The Government of Ontario has declared a state of emergency pursuant to the *Emergency Management and Civil Protection Act* which has not been terminated or disallowed that is:
 - a. in relation to the same disease(s) which is the subject of the designation referred to above; or
 - b. is in relation to either the whole province of Ontario or is in relation to that part of the province of Ontario in which the Employer carries on operations.

If this Letter of Understanding has come into operation, it shall immediately cease to operate when any of the above conditions are no longer satisfied.

The parties agree to:

1. Establish an Emergency Response Committee (ERC) made up of equal representation between Employer and Union. The ERC shall meet within 24 hours of this Letter of Understanding coming into operation and shall continue to meet at a minimum twice per week unless the parties agree otherwise.
2. All relevant information from all sources shall be shared among the members of the ERC.
3. The Employer shall ensure that the Union is informed and actively involved during this time. Without limiting the duties under the Occupational Health and Safety Act (OHSA), the employer shall:
 - a) provide and maintain workplaces, equipment, processes, and devices that are reasonably safe;
 - b) inform its employees of any circumstance relating to their work which may endanger their health or safety, as soon as it learns of the said situation;
 - c) inform employees adequately regarding the risks relating to their work, and provide appropriate training and supervision so that the employees have the skills and knowledge necessary to safely perform the work assigned to them;
 - d) provide the equipment, material and devices necessary to prevent injury or illness, — except where the Collective Agreement provides for employee allowances to cover the cost of personal protective clothing, and ensure that employees use the said equipment, material and devices on the job;

- e) ensure that the necessary investigations, inspections and assessments are carried out, and co-operate with any health and safety committee established in accordance with this article, when there are situations liable to endanger the health or safety of employees;
 - f) take, without delay, all the measures necessary to prevent or correct a situation liable to endanger the health and safety of employees, or liable to compromise the environment, as soon as this situation is brought to its attention;
 - g) consult with the Union on the development and implementation of measures and procedures to be put into effect or the health and safety of the employees;
 - h) review in consultation with the Union, changes to existing measures and procedures in light of new information or a change in the circumstance that may affect the health and safety of employees; and
 - i) prepare a pandemic plan in consultation with the Union. The precautionary principle will be used as the guiding principle in preparing the plan.
4. The parties agree that this Letter of Understanding is without prejudice or precedent to any other matter(s) between them.
 5. The parties agree that in the event of any conflict between the Collective Agreement and this Letter of Understanding, this Letter of Understanding prevails.
 6. The parties agree that any dispute on the interpretation or implementation of this Letter of Understanding shall be resolved through the grievance and arbitration procedure outlined in the Collective Agreement.
 7. The Parties agree that the Letter of Understanding forms part of the Collective Agreement

Signed at Timmins, Ontario this 25 day of January 2024.

**FOR TIMMINS FAMILY COUNSELLING
CENTRE INC.**

FOR THE UNION LOCAL 3127-2

Tania Duguay
Tania Duguay (Jan 25, 2024 11:52 EST)

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