

COLLECTIVE AGREEMENT

- between -

THRIVE COUNSELLING

(hereinafter referred to as "Employer")

- and -

**CANADIAN OFFICE & PROFESSIONAL EMPLOYEES
UNION LOCAL 343**

(hereinafter referred to as "Union")

EFFECTIVE JULY 1, 2024 - JUNE 30, 2026

PREAMBLE

It is agreed that the provision of a service to the community is the purpose of our existence as a family service agency. The agency is dedicated to the objectives of the alleviation and prevention of stress in individuals and families by means of a variety of programs, services and projects aimed at strengthening the family.

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to secure for Thrive Counselling, the Union and the employees, the benefits of orderly collective bargaining and to provide a machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages of all employees who are subject to the provisions of this Agreement.
- 1.02 Whenever the feminine pronoun is used in this Agreement, it includes the masculine, non-binary pronoun and vice versa where the context so requires. Where the singular is used it may also be deemed to mean the plural and vice versa.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01 This Agreement shall apply to all employees of Thrive Counselling in the Regional Municipality of Halton save and except Co-ordinators, and those above the rank of co-ordinator, office and clerical staff and Credit Counsellor.
- 2.02 Thrive Counselling recognizes the union as the sole collective bargaining agent of all employees in the bargaining unit.

ARTICLE 3 - STUDENTS

- 3.01 Students are to be defined as those persons who are enrolled in a university or college level program, leading to a Bachelor or Master degree in social work or counselling or community college students leading towards a certificate of social work or its equivalent at a college level or a post master certification.
- 3.02 Thrive Counselling will have the right to offer practical placements to students. The students will be assigned to work under the supervision of a qualified counsellor or the Executive Director for the duration of the placement. The student will be given a limited caseload for a specified period of time. The counsellors will be paid for the supervision time that they spend with the student.
- 3.03 Thrive Counselling agrees not to reduce staff counselling hours in order to provide for the student program as outlined above in 3.02 or in the assignment of new clients to students. It is further agreed that in the event of a reduction of intakes and of staff counselling hours that intakes will be directed to staff counsellors in preference to students.

ARTICLE 4 - DEFINITIONS

- 4.01 The term "employees", whenever used throughout this Agreement, shall mean only those employees in the bargaining unit.
- 4.02 The term "bargaining unit work" for the wage classification of Counsellor whenever used throughout this Agreement shall mean counselling and the collateral work that is generated as a result of the counselling. Counselling is defined as contact with an individual, couple, family or group with the general purpose to improve the individual's personal and relationship skills and their ability to function within their environment.
- 4.03 The term "bargaining unit work" for the wage classification of Family Worker shall mean the supervision of visits and exchanges for parents having parenting time with their child or children where employees provide support and responses to queries as needed as appropriate.
- 4.04
- a) A full time employee is an employee who is regularly scheduled to work between 21 hours and 35 hours per week.
 - b) A regular part time employee is an employee who is regularly scheduled to work less than 21 hours per week and who works a minimum of 46 weeks.
 - c) All other employees who are not scheduled to work weekly and/or do not work a minimum of 46 weeks per year will be considered casual.
 - d) For regular part time and casual employees, 1080 hours of work equals one (1) year of service.

ARTICLE 5 – BARGAINING UNIT WORK

- 5.01 Persons outside the bargaining unit shall not perform bargaining unit work with the following exceptions:
- Co-ordinators may provide counselling not to exceed an average of twelve (12) hours per week. Such hours may be reviewed semi-annually on request by the Union. The Executive Director may provide counselling for up to ten per cent (10%) of their normal work week.
- 5.02 Thrive Counselling shall not contract out bargaining unit work.
- 5.03 The union recognizes from time to time that the employer may require persons not employed by Thrive Counselling to provide educational programs. The union agrees these persons may be used so long as the purpose is primarily educational and not counselling. The employer will advise the union of the expected duration of any such program and its content.

ARTICLE 6 – MANAGEMENT RIGHTS

- 6.01 The union recognizes and acknowledges that the management of the employer's operations and the direction of the work forces are fixed exclusively without restriction with Thrive Counselling and without limiting the generality of the foregoing, the union acknowledges that it is the exclusive function of Thrive Counselling to:
- a) Maintain order, discipline and efficiency and in any connection therewith to make, alter and enforce from time-to-time rules and regulations, policies and practices to be observed by its employees and to discipline or discharge employees for just cause.
 - b) Select, hire, assign, promote, classify, lay off and recall employees.
 - c) Determine the location of operations, the nature and subject matter of all programs, the schedules of operations, the assignment of client case referrals, the establishment of job descriptions and job assignments, the qualifications required to perform any particular job, the number of hours to be worked by employees and the determination of the methods and techniques of work and the determination of financial policies.
- 6.02 Thrive Counselling agrees to exercise its rights in a fair and reasonable manner consistent with the provisions of this Agreement.

ARTICLE 7 – UNION SECURITY

- 7.01 Thrive Counselling agrees that all employees covered by this Agreement except new employees during their probationary period and those employees who on the date of certification were not members of the union, shall as a condition of employment become and remain members of the union in good standing.
- 7.02 Thrive Counselling agrees to deduct the amount authorized as union dues and initiation fees once each pay from each employee and to transmit the monies so collected to COPE Ontario by the 10th of the month following the month in which they were collected together with the list of the employees from whom such deductions were made.

The Employer agrees to provide the Union with a list of home addresses, contact telephone numbers, personal email addresses, if available, and the names of new hires and employees who have resigned and the number of employees in the bargaining unit by January 15th and July 15th of each calendar year.

- 7.03 The employer agrees to include the annual total of union dues deducted on each employee's T4 slip.

ARTICLE 8 – NO STRIKE – NO LOCKOUT

- 8.01 It is mutually agreed that the employer shall not participate in a lockout and that the union or any employee shall not take part in any strike during the term of this Agreement.

ARTICLE 9 – UNION STEWARD, GRIEVANCE, ARBITRATION PROCEDURE

- 9.01 There shall be two (2) stewards elected or otherwise appointed for the bargaining unit, one of whom shall be the Chief Steward. The union shall notify Thrive Counselling in writing of the names of such stewards at the time of their appointments and Thrive Counselling shall not be required to recognize any steward until Thrive Counselling has been so notified.
- 9.02 Thrive counselling shall pay up to a maximum of two (2) employees who shall constitute the union negotiating committee, their hourly wage when participating on the bargaining committee negotiations with Thrive counselling including conciliation and mediation. Thrive Counselling agrees that the union may have two (2) other employees attend a bargaining committee meeting, but these employees will not be paid for participating in negotiations with Thrive counselling including conciliation and mediation.
- 9.03 **Grievance Procedure**
A grievance is defined as a difference between the parties arising from the interpretation, administration or alleged violation of this Collective Agreement. All grievances between Thrive Counselling and the union shall be settled in accordance with the following procedure:
- STEP 1**
An employee who has a complaint shall bring this to the attention of the immediate management supervisor within ten (10) working days of the incident giving rise to the complaint. The immediate management supervisor shall state their decision verbally within ten (10) working day of receiving the complaint.
- STEP 2**
Should the employee be dissatisfied with the supervisor's disposition of the complaint, they may with the assistance of their steward refer such matter in a written grievance form to their Executive Director.
- The complaint shall constitute a formal grievance at Step 2 and shall be filed within ten (10) working days or receipt of the reply of the immediate supervisor as set out in Step 1. The written grievance will outline the nature of the grievance and the remedy sought.
- Within ten (10) working days of receipt of this grievance, the Executive Director will meet with the aggrieved employee and their steward.
- The Executive Director shall reply, in writing, within ten (10) working days of the meeting.
- 9.04 An employee is entitled to have a Union Steward present at all stages of the grievance procedure.
- 9.05 The aggrieved employee and the steward will be paid for time spent in processing grievances up to, but not including arbitration.
- 9.06 A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be filed at Step 2 of the grievance procedure, within ten (10) working days after the circumstances giving rise

to the grievance.

- 9.07 Where two (2) or more employees have identical grievances and each employee would be entitled to grieve separately, they may file a group grievance in writing signed by each employee within ten (10) working days after the circumstances giving rise to the grievance.
- 9.08 It is understood that the union has carriage of all grievances throughout the grievance procedure and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance procedure between representatives of the Employer and representatives of the Union will be final and binding upon the Employer and the Union and the employee(s).
- 9.09 **ARBITRATION**
Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, either party may, after exhausting the grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the names of two proposed arbitrators and shall be delivered to the other within ten (10) working days of receipt of the Executive Director's reply. The recipient party shall, within ten (10) working days, agree to one of the proposed names or provide alternate suggestions. On written agreement of the parties, the time limits outlined in this Article may be extended.
- 9.10 If the parties are unable to agree upon an arbitrator within thirty (30) days of the notice of submission to arbitration, the Minister of Labour for the Province of Ontario shall be asked to appoint an arbitrator. The arbitrator's decision shall be final and binding upon the parties.
- 9.11 No person will be selected as an arbitrator who has been directly involved in attempts to negotiate or settle the contract.
- 9.12 The parties will jointly share the expenses of the Arbitrator.
- 9.13 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of the Agreement, nor to alter, modify or amend any part of the Agreement.
- 9.14 It is agreed that "working days" as referred to in this Article means Monday to Friday excluding weekends and recognized holidays.

ARTICLE 10 – DISCIPLINE AND DISCHARGE

- 10.01 An employee removed from their place of work for reprimand or disciplinary action will be accompanied by a union steward. The employer agrees to advise the employees of their right to the presence of a union steward.
- 10.02 No employee shall be disciplined or discharged without just cause.
- 10.03 The employer will provide the reasons in writing to the employee and the Union within two (2) working days not counting Saturday and Sunday.

- 10.04 A claim by an employee who has acquired seniority standing that they have been unjustly discharged or disciplined shall be treated as a grievance if the grievance is filed by the employee at Step 2 within ten (10) working days of the discipline or discharge.

ARTICLE 11 – UNION ACTIVITY

- 11.01 The union agrees that there will be no union activities or meeting on Thrive counselling's premises except as contemplated by this Agreement or as may be specifically approved by Thrive Counselling Family Services.
- 11.02 The Employer agrees to give a COPE staff representative access to the premises for the purpose of attending grievance meetings at Step 2 or otherwise assisting in the administration of this Agreement provided prior arrangements are made with the Executive Director.

ARTICLE 12 - NO DISCRIMINATION

- 12.01 The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights code against any employee by the Union or by Thrive Counselling by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, gender expression, gender identity, sexual orientation, age, record of offences, marital status, family status, or disability.

Thrive Counselling and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership in the Union or because of their activity or lack of activity in the Union.

- 12.02 The Employer and the Union recognize their joint duty to accommodate disabled employees in accordance with the provisions of the Ontario Human Rights Code Agreement.
- 12.03 Where an employee requests assistance and support of the Union in dealing with harassment and discrimination issues, such representation shall be allowed.

ARTICLE 13 – HOURS OF WORK AND OVERTIME

- 13.01 Nothing in this Article should be interpreted as a guarantee of hours of work or days of work per week.
- 13.02 Overtime, at the rate of time and one half (1½) an employee's regular rate of pay shall be paid for all hours worked over forty-four (44) hours in a week, such overtime must be approved in advance by the Executive Director or designate.
- 13.03 Hours worked beyond the normal work schedule, and up to forty-four (44) hours per week must be approved in advance by the Executive Director or designate.

Such hours will be compensated at the employee's regular rate of pay or compensating time off may be requested on an hour for hour basis.

Compensatory time must be requested in advance and approval will be granted by the Executive Director or designate provided that coverage can be arranged.

- 13.04 It is agreed that, quarterly, a form will be posted asking for names of these employees interested in extra hours. If extra hours become available in that quarter, they would be assigned to employees who have signed the form based on seniority, training, experience and skill to meet the needs of the client and availability for the time needed.
- 13.05 Hours of work will be determined when hired or as last agreed between the Executive Director and the employee.
- 13.06 Any changes in hours of the employee will require the agreement between the employee and the Executive Director.
- 13.07 Employees returning from sick leave of at least four (4) consecutive weeks may request reduced hours for a temporary period to be agreed between the employee and the Executive Director. Request for such consideration will not be unreasonably denied.

At the end of the temporary period, the employee, with the Employer's approval which shall not be unreasonably withheld, may opt to remain at the reduced hours.

ARTICLE 14 – SENIORITY

- 14.01 Seniority means accumulated service with Thrive Counselling, except that employees shall not acquire seniority until they have completed their probationary period, at which time it will be back-dated to the date of hiring. The probationary period shall be six (6) consecutive months. Employees shall accumulate seniority on the basis of actual hours worked.
- 14.02 Seniority lists, one for Counsellors and one for Family Workers, shall be placed on the bulletin board and shall be revised by Thrive Counselling bi-annually and copies shall be forwarded to the union.
- 14.03 All employee shall lose all seniority and service and shall be deemed to have terminated:
 - a) If an employee resigns, retires or is discharged for cause.
 - b) If an employee fails to report for work within the time limit for recall required in this Article.
 - c) If an employee is absent from work for more than three (3) days without good and proper cause or without first securing permission from Thrive Counselling.
 - d) If an employee is laid off for more than eighteen (18) months.

14.04 Seniority of those on sick leave or authorized leave of absence shall be retained and shall continue to accumulate.

ARTICLE 15 – LAYOFF AND RECALL

15.01 The Employer shall provide the union with the status of the seniority of all employees in the bargaining unit, in the event of a layoff. The seniority lists shall include the name and classification of the employees in the bargaining unit.

15.02 Prior to implementing a temporary layoff, employees shall first be offered, in order of seniority, the opportunity to take vacation day(s), utilize any compensating lieu time or take unpaid leave(s) in order to minimize the impact of layoff.

15.03 In the event of a permanent layoff of thirteen (13) weeks or more, an employee who is laid off may:

1. Accept the layoff, and be placed on the recall list
2. Accept the layoff, accept severance, if applicable and forgo recall
3. Displace the least senior employee in their classification or lower classification provided they have the required skills, ability and qualifications to do the work.

15.04 Probationary employees shall be the first to be laid off.

15.05 Recall to work will be made according to seniority provided the employee to be recalled has the ability to meet the requirements of the job to be performed.

15.06 On the request of the Union, the Employer shall meet with the union following a notice of permanent layoff of thirteen (13) weeks or more to discuss and review the following:

- a) The reason causing the layoff;
- b) The services which the Employer will undertake after such layoff; and
- c) The method of implementation including the areas of cutback;
- d) In the event of a permanent layoff of thirteen (13) weeks or more, the Employer will provide notice of layoff as outlined in the Employment Standards Act. The Employer will provide the Union with the notice as the most senior employee to be laid off.
- e) The Employer shall provide the union and affected employees with at least two (2) weeks written notice of a short-term layoff, which is defined as a layoff of less than thirteen (13) weeks .

15.07 Layoffs are made on the basis seniority, skills, experience, qualifications and ability. Employees with the least seniority will be laid off first provided that those employees who remain are able to perform the work required.

Employees will be required to report back to work no later than two (2) weeks after notification of recall. The employee will be notified by registered letter of recall at the most recent address filed with the Employer.

15.08 The Union will be advised in writing of any additions to, or layoffs pursuant to this Article.

15.09 Severance Pay shall be in accordance with the Employment standards Act.

ARTICLE 16 – JOB POSTINGS

16.01 All vacancies within the bargaining unit shall be filled by sending the posting to all staff via email and posting the position on the bulletin board for a period of ten (10) days. Employees wishing to apply will do so by applying in writing.

b) A copy of a job posting will be sent to the union steward or designate at the same time as the job is emailed and posted.

16.02 The senior applicant having the required education, experience and training will be appointed.

16.03 Any job which is vacant because of illness, accident, vacation or leave of absence shall not be deemed to be vacant for the purposes of this article.

ARTICLE 17 – JURY DUTY

17.01 An employee who is required to serve on a jury, Thrive Counselling will pay the difference between jury duty pay received and the amount they would have received for their normal scheduled work hours provided they return to work to complete their remaining scheduled work hours when they are not required to serve in this capacity. If requested, the employee will produce evidence attesting to the fact that they were required to be absent for the purpose of jury duty.

ARTICLE 18 – LEAVE OF ABSENCE

18.01 When an employee is absent because of bereavement in the immediate family, Thrive Counselling shall allow five (5) consecutive calendar days off without loss of regular pay from regularly scheduled working hours. One of these days of leave shall include the day of the funeral or equivalent service. Immediate family shall mean the employee's spouse (including same sex or common law spouse), father, mother, brother, sister, son, daughter. Three consecutive calendar days off without loss of regular pay from regularly scheduled working hours for mother-in-law and father-in-law, sister-in-law and brother-in-law.

18.02 For family deaths outside the immediate family as listed above, Thrive Counselling shall allow one (1) day's absence with pay as defined above.

A maximum of one (1) day's absence will be allowed for attendance at funerals not covered above.

Notwithstanding the above, an employee may distribute their bereavement leave entitlement over two (2) occasions in order to recognize religious and cultural diversity.

Additional absence may be granted at the sole discretion of Thrive Counselling.

- 18.03 An employee who wishes a leave of absence without pay for legitimate personal reasons, shall make such request in writing to the employer at least fifteen (15) working days prior to the proposed commencement date of such leave of absence. The employee's request shall contain:
- a) Reasons for the proposed absence;
 - b) The commencement date of the proposed leave of absence,
 - c) The length of the proposed leave of absence.
- 18.04 Permission for leave of absence will not be unreasonably withheld by Thrive Counselling Services. The employer's reply to the employee's request to leave will be in writing and shall set out the length of the leave of absence granted, the purpose, and the terms on which it is granted.
- 18.05 Leave of absence without pay will be granted to employees to attend union business, union conventions, meetings or educational seminars provided that such leave will not total more than twenty (20) working days per year for the total bargaining unit. During such leave of absence, the employee(s) salary and applicable benefits shall be maintained by the Employer, and the Union agrees to reimburse the Employer for the full cost of such salary and benefits.
- 18.06 Employees will be granted pregnancy and parental leave in accordance with Employment Standards Act for the Province of Ontario.
- 18.07 The Employer, the Union and the employee will abide by all applicable Employment Standards Act legislation related to leaves of absence.

ARTICLE 19 – PAID HOLIDAYS

- 19.01 The following days are recognized as paid holidays:

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

Employees who qualify for these holidays will receive payment as outlined in the Employment Standards Act.

- 19.02 Employees scheduled to work on any holiday outlined above will be paid one and one half (1½) times the regular rate of pay for all hours worked on the holiday and will be paid an additional amount for holiday pays as outlined in the Employment Standard Act.

Employees may request a leave of absence to observe a spiritual or holy day based on their religious faith. The employees shall provide the Employer with no less than two (2) weeks notice when requesting time off. Such leave will not be unreasonably denied. For each hour of leave under this provision, the employee may choose to use accrued paid time such as vacation or a leave of absence without pay if no accrued time is available.

19.03 When paid holidays fall on a Saturday, Sunday, or Monday, Thrive Counselling will be closed on that Saturday, Sunday and Monday.

If there are two consecutive paid holidays which fall on a Saturday, Sunday or Monday, Thrive Counselling will be closed on that Saturday, Sunday, Monday and Tuesday.

19.04 Eligibility for holiday pay will be as defined in the Employment Standards Act.

19.05 Should a holiday as defined in Article 18.01 above occur during an employee's vacation, holiday pay will be paid in addition to vacation pay as provided in the Employment Standards Act.

ARTICLE 20 - VACATIONS

20.01 Vacation time off with pay will be provided as follows:

Length of Service	Time Off	Vacation Pay
< 1 year of service	1.25 days/mth	6% of gross pay
After 1 year of service	3 weeks	6% of gross pay
After 4 years of service	4 weeks	6% of gross pay
After 12 years of service	5 weeks	10% of gross pay
After 25 years of service	6 weeks	12% gross pay

It is understood that any employee currently receiving a greater entitlement or greater vacation pay than noted on the above grid, will be red circled at that entitlement and vacation pay until Article 19.01 changes that entitlement.

20.02 Vacations may be taken at any time of the year subject to operational requirements and the approval by the Executive Director or designate.

20.03 Employees may take up to three (3) weeks vacation in a continuous period in the calendar year with the approval of the executive Director or designate.

20.04 Vacation time or pay must not be carried over into the next vacation year unless approved by the Executive Director or designate.

20.05 a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

- b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
- c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

20.06 Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 17.01 provided the employee has advised Thrive Counselling as soon as possible after becoming aware of the bereavement. The portion of the employee's vacation which is deemed bereavement: leave shall not be counted against the employee's vacation credits.

ARTICLE 21 – BULLETIN BOARDS

21.01 The union shall have the use of management designated bulletin boards in the employer's premises for the purpose of posting notices related to the union's legitimate business. Such notices must be approved by Thrive Counselling prior to being posted. They shall also be initialled by the union steward.

ARTICLE 22 – LABOUR MANAGEMENT COMMITTEE

22.01 In recognition of the desirability of improving communication between the Union and the Employer to facilitate solution of mutual problems including matters of workload or to review any relevant government initiatives that may arise during the term of this Agreement, the parties agree as follows:

- a) A joint labour/management committee will be formed and comprised of up to two (2) members from the union and no more than two (2) members from Thrive Counselling.
- b) Meetings will be held upon request of either party but no more frequently than once per month, A request for a meeting will be made in writing together with an agenda of matters proposed to be discussed.
- c) It is understood that such meetings are not intended to replace or interfere with established collective bargaining procedures.
- d) The employer will pay employees for participating in such meetings to a maximum of nine (9) per year
- e) It is agreed that any new rules or policies which affect employees in the bargaining unit will be a topic at the Labour Management Committee meetings.

ARTICLE 23 – COLLECTIVE AGREEMENT ORIENTATION

23.01 The employer will provide each employee with a copy of this Collective Agreement and will, as part of the orientation package, provide a copy for each new employee on their

first day of employment. New employees will be introduced to a Union Steward within the first week of their employment.

The Employer will advise the Union Steward in writing within one week of the date of hire of new employees. The letter will set out the hours of work and the start date of the new employee.

23.02 Union stewards will be given one-half (½) hour during regular working hours to meet with new employees who have completed their probationary period. The purpose of the meeting will be to acquaint new employees with their obligations and rights under the Collective Agreement. The employer will provide a location for this meeting. Time spent in the orientation period will be considered time worked for the steward and the employee.

ARTICLE 24 – HARASSMENT

24.01 Every person who is an employee has a right to freedom from harassment in the workplace as defined by the Ontario Human Rights Code.

24.02 Every person has the right to be free from:

- a) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome.
- b) such harassment includes sexual solicitation, obstruction of physical or professional progress, intimidation by means of repeated persistent and unwelcome obscene gesturing, heckling, insulting, unsolicited touching or sexually suggestive acts or comments.
- c) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person.

24.03 A complaint of harassment shall be eligible to be processed as a grievance and shall commence at Step 2 of the grievance procedure.

24.04 In the case of complaint, the initial onus shall be upon the complainant to establish on a reasonable basis that a violation of this article has occurred. Then the onus shall be upon the alleged harasser to disprove the complaint.

24.05 Where the Arbitration Board after a hearing find that a right of the complainant has been infringed and that the infringement is a contravention of this article by a party of the proceeding, the board may, by order.

- a) direct the party to do anything that, in the opinion of the board, the party ought to do to achieve compliance with this article, both in respect of the complaint and in respect of future practices; and direct the party to make restitution, including monetary compensation, for loss arising out of the infringement. Where the

infringement has been engaged in willfully or recklessly, monetary compensation may include an award, not exceeding \$10,000 for mental anguish.

24.06 Workplace Violence and Harassment

- a) Workplace violence and workplace harassment shall be defined as per the Occupational Health and Safety Act. The parties agree that such incidents will not be condoned. Any employee who believes they have been subjected to such incidents shall report this to their supervisor or delegate who will make every reasonable effort to rectify the situation. For purposes of sub-article a) only, employees as referred to herein shall mean all employees of the Employer.
- b) The Employer agrees to maintain its policies and procedures with respect to workplace violence and harassment. The parties will address the prevention of violence and harassment and the management of violent situations and harassment and support to employees who have faced such situations. The policies and procedures shall be communicated to all employees.
- c) The Employer agrees to provide information of the prevention of violence to all employees who come into contact with potentially aggressive persons. The training will be done during a new employee's orientation and updated as required.
- d) Subject to the Occupational Health and Safety Act, the Employer shall notify the Union of any incidents of workplace violence and workplace harassment.

24.07 Domestic Violence

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work. All information concerning domestic violence shall be kept confidential. The Employer agrees to make resources available to all employees on domestic violence.

24.08 Equity, Diversity and Inclusivity

The Employer and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective wellbeing of all staff and recognizes the inherent worth and dignity of every employee. Equity, diversity and inclusivity are recognized as an appropriate topic for the Labour Management Committee.

ARTICLE 25 – CONFERENCE AND EDUCATIONAL LEAVE

- 25.01 In light of Thrive Counselling's commitment to professional excellence, leave of absence for professional development may be granted by Thrive Counselling from time to time to employees. Terms and conditions of such leave will be mutually agreed upon by Thrive Counseling and the employee requesting leave. Such leave shall not be arbitrarily denied.

Where employees are required by Thrive Counselling to take courses, Thrive Counselling shall pay the full tuition associated with such courses in addition to the employee's hourly rate for the time spent at the course.

ARTICLE 26 – HEALTH AND WELFARE BENEFITS

It is agreed and understood that the health and welfare benefits outlined in Article 26.01 are only available to full-time and regular part-time employees who are regularly scheduled for a minimum of twenty-one (21) hours per week. Employees must have completed their probationary period to be eligible for enrolment.

- 26.01 The Employer will provide coverage for long term disability, group life insurance, extended health care, vision, hearing aids and dental as outlined in the benefit handbook.

The Employer will pay 100% of the premium except for long term disability where the employee will pay the full premium.

- 26.02 The Employer may change the benefit carrier for those benefits noted in Article 25.01 provided the level of benefits is not decreased.

- 26.03 a) Sick leave will be provided by the employer on a regular pay basis up to a maximum of fifteen (15) shifts per year. Sick leave with pay as outlined above is available only to those employees who have completed their probationary periods.

Employees working less than twelve (12) hours per week, the maximum number of sick shifts per year will be 7.5 shifts.

Oakville employees joining the bargaining unit will fall under the existing language of Article 26.03. Such employees would have their current sick bank, if any, frozen and available for use prior to becoming part of the current collective agreement plan.

- b) Employees may use their sick time to care for immediate family members if illness necessitates their presence.

An employee who is absent due to illness or disability for less than a shift, shall have their sick time calculated in hours.

When using sick leave to care for a family member, the employee shall inform the Employer.

For this purpose, an immediate family member must be dependent upon the employee for their well-being.

- c) An employee may be required to provide a doctor's certificate for absences in excess five (5) consecutive days.

- 26.04 The employer will pay the premium for Workplace Safety and Insurance Benefits.

- 26.05 Thrive Counselling shall make the appropriate deductions for Employment Insurance and Canada. Pension and submit same to Revenue Canada.

- 26.06 The Employer will provide a Group RRSP with matching 5% contributions by both the employee and the Employer.

Enrolment is voluntary and open to employees who have completed one (1) year of service and who are regularly scheduled to work twenty-one (21) or more hours per week.

ARTICLE 27 – WAGES

27.01 Effective July 1, 2024 (2.5% increase to wages)

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
MSW	33.95	36.29	38.19	40.20	42.76
BSW	33.23	34.89	36.63	38.47	40.40
Family Workers	22.89	24.04	25.23	26.51	28.91

Effective July 1, 2025 (2.5% increase to wages)

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
MSW	34.80	37.20	39.14	41.21	43.83
BSW	34.06	35.76	37.55	39.43	41.41
Family Workers	23.46	24.64	25.86	27.17	29.63

Retroactivity for wages only for employees on staff at date of ratification.

Bill 124

Should Bill 124 (Protecting a Sustainable Public Sector for Further Generation Act 2019) be found to be unconstitutional, repealed or amended so as to allow for it, the parties agree to return to the bargaining table to negotiate monetary issues.

Movement on the grid is based on 1080 hours worked for employees working less than twenty-One (21) hours per week. New employees working twenty-one (21) hours per week or more will move on the grid based on one (1) calendar year of service.

Current Oakville employees who were placed on the wage grid effective from the date of ratification will move to the next step following one (1) calendar year of service and on each successive one (1) calendar year of service until they reach the top of the grid.

Newly hired staff may receive credit of one step for every two years of full time recently related experience.

- 27.02 Employees will be paid the full hourly rate for all scheduled hours based on the weekly hours agreed upon at hiring or as amended thereafter, pursuant to Article 13.08. It is agreed that the steward will be provided with a list of hours in effect for each employee at the date of ratification of the new collective agreement.

If a staff meeting is cancelled, employees who were required to attend and who signified attendance will be provided with alternate work.

- 27.03 When a new job classification is established within the bargaining unit wage rate shall be negotiated between Thrive Counselling and the Union and the applicable conditions as set out in this Agreement shall apply. If no agreement is reached on the wage rate, the matter may be submitted to arbitration. The employer further agrees to provide the union with notice of, and job descriptions for, new positions or upgrading prior to posting or hiring.

ARTICLE 28 – PERSONNEL FILES

- 28.01 Employees shall have reasonable access to their personnel files for the purpose of reviewing any information contained therein. Such review will be in the presence of the Executive Director or designate. Employees will be given copies of any performance evaluation or formal disciplinary notices.

- 28.02 A disciplinary notation or coaching/counselling letter shall be removed from an employee's file after eighteen (18) months provided that the employee's record has been discipline free for that eighteen (18) month period.

It is understood that a performance evaluation does not constitute disciplinary action against the employee.

ARTICLE 29 – WORKING CONDITIONS

- 29.01 Thrive Counselling and the Union agree to meet the requirement of the Occupational Health and Safety Act.

The Parties fully endorse the responsibilities under this Act and agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization.

- 29.02 Thrive Counselling shall recognize a Joint Health and Safety Committee composed of an equal number of representatives from the Union and the employer.

Meetings of the Committee shall be held quarterly or more frequently if required. The Committee shall take minutes of the meetings and make the same available for review.

The Committee shall identify potential dangers and hazards; institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to health and safety.

- 29.03 Thrive Counselling will ensure adequate stocks of personal protective equipment in the event of a pandemic or the reasonable indications of the emergence of a pandemic.

ARTICLE 30 – STAFF RELATIONS

- 30.01 The monthly financial report provided to the Board of Directors will be posted on the bulletin board immediately following each Board meeting.

- 30.02 When staff meetings are scheduled, such meetings will, whenever possible, include training, staff issues and management issues.

30.03 Employees whose hours are cancelled as a result of a decision by Thrive Counselling to close the office due to inclement weather will have the opportunity to reschedule such lost hours with the prior approval of the Executive Director.

30.04 The Employer, will notify any regulated healthcare professional when it reports them to their regulatory body and refer them to the Union.

ARTICLE 31 – PREMIUMS

31.01 A \$0.85 per hour premium for all hours worked beginning after 5:00 pm, Monday to Friday and all Saturday and Sunday for bargaining employees.

ARTICLE 32 – DURATION OF AGREEMENT

32.01 This Agreement will come into full force and effect the 1st day of July, 2024 and will remain in force until June 30, 2026 and shall be renewed from year to year unless either party gives to the other written notice within ninety (90) days of its expiry that it desires to amend its provisions.

ARTICLE 33 – RETROACTIVITY

33.01 Retroactivity shall be paid to all employees currently employed, employees who have left, employees who have retired and who may be on lay off, based on paid hours retroactive to July 1st, 2024, within (3) pay periods following ratification by the Union.

An employee(s) who have been hired since that time shall be entitled to a prorated from the date of employment.

32.02 This Agreement will remain in effect until a new agreement is reached or the right to strike or lockout occurs and is exercised.

SIGNED THIS 9th DAY OF January 2025

Signed on Behalf of the Employer

C. Veen-Martin

Signed on Behalf of the Union

Mary Anne Bedington

Patricia Reed

Kelly Bell

Letter of Understanding

Working From Home

Employees working from home on a temporary basis shall continue to be covered by the Collective Agreement and shall remain an employee of Thrive Counselling. There will be no change to the employee's rate of pay or benefits except through a change to the Collective Agreement. Performance applicable to Thrive Counselling a workplace will continue to apply.

The current practice with respect to repairs of the Employer's equipment will continue.

This Letter of Understanding is attached to and is part of the Collective Agreement.