ARTICLE 15 PROFESSIONAL COUNSELLORS

15.1 TERMS AND CONDITIONS OF EMPLOYMENT

A. The terms and conditions of employment for Professional Counsellor members shall be those specified in this Article, and in Articles 1 (Definitions), 2 (Terms of Agreement), 8 (Non Discrimination), 9 (Grievances), 13.5 (Salary Anomaly Adjustments Committee),14 (Performance and Conduct File), 18 (Professional Expense Reimbursement Fund), 19 (Resignations, Early Retirements and Normal Retirements), 20 (Discipline), 21 (Conflict of Interest), Appendix C (Re-Employment Program (Professional Counsellors), Appendix E (Recognition Awards) and Memorandum of Understanding 4 (Benefits for Retirees). This article applies equally to all Professional Counsellor members, regardless of campus designation. Working conditions at the Brampton campus should be consistent with working conditions at the main campus. Such conditions include, but are not limited to, office space and access to hybrid technology.

B. The Association and the Board acknowledge that the primary aim of the Centre for Student Development and Counselling (hereinafter, "Centre") is to provide the University's students with developmental and counselling services and psychotherapy.

C. The Professional Counsellors and the University recognize their mutual responsibility for ensuring professional standards and effective services through the maintenance of an environment conducive to mutual respect, professional growth, and consultative management.

D. The Association and the University agree to work together in resolving questions arising out of this Article.

15.2 DUTIES AND RESPONSIBILITIES OF PROFESSIONAL COUNSELLORS

A. Duties and Responsibilities

Professional Counsellors provide counselling (which may include psychotherapy) and consultation services to students, and, where appropriate in respect of student needs, to staff and faculty at the University.

1. The duties and obligations of Professional Counsellors shall be an appropriate combination of:

a) individual and group counselling, program development and delivery, and counsellor training and supervision (hereinafter "Professional Duties");

b) service to the University, the profession, and the community (hereinafter "Service Duties).

2. The assignment of duties may vary from time to time and among individual Professional Counsellors. The appropriate combination is determined by the Director, Student Integrated Health and Wellbeing after consultation with Professional Counsellors in leadership roles and the individual Professional Counsellor.

3. TFA members hired to the Brampton campus are not expected to perform their duties and responsibilities provided for in Article 15.2.A.1 on the main campus; although this does not preclude them from participating in main campus activities when they choose to do so. Similarly, TFA Professional Counsellors hired to the main campus are not expected to perform their duties and responsibilities provided for in Article 15.2.A.1 at the Brampton campus; although this does not preclude them from participating in activities at the Brampton campus, if they choose to do so.

   A Professional Counsellor may only be assigned duties and responsibilities provided for in Article 15.2.A.1 at the campus they are not appointed to, with their consent. Assignment of duties and responsibilities on another campus is a special circumstance, not a normal occurrence.

4. If a term Counsellor position is established and continues to be required on an ongoing basis for a period of more than thirty-six months/three years, the term position, subject to the University's normal budgetary approval process, shall be assimilated into the University's established TFA career complement. Any term Counsellor position that is assimilated into the University's career complement shall be a new full-time position.

5. Rights and Responsibilities

   a) A member has certain rights, duties and responsibilities which derive from their position as a Professional Counsellor in the Centre. In exercising their rights and in fulfilling their duties and responsibilities a member shall deal fairly and equitably with colleagues, staff, and users of the Centre, and shall adhere to relevant University, Student Services, and Centre policies.

   b) The common good of society depends upon the search for knowledge and its free exposition. Academic freedom is central to the University. Professional Counsellors who undertake SRC on

their own time will have academic freedom to the extent that it does not infringe on the fundamental trust underlying the relationship between Professional Counsellors and the students.

6. Professional Counsellors are obligated to develop and maintain their professional competence and effectiveness and to uphold the standards and ethics governing their profession.

7 . Professional Counsellors must be registered with their appropriate professional college.

B. Professional Duties

Professional Duties include, but are not limited to, the following:

1. individual student assessment, counselling and case management in areas respecting

   a) personal/family/social matters;

   b) educational, career and life planning;

   c) learning enhancement and related issues;

2. development and delivery of student group counselling, workshops and programs;

3. training and supervision of counselling interns and practicum students.

C. Service Duties

1. Service to the University

   Consistent with their professional duties, Professional Counsellors shall provide service to the University, both in administrative and professional ways. Such service may include, but need not be limited to:

   a) consultation with members of the University community in their dealings with students and on matters of their expertise;

   b) collaboration with members of the University on development and implementation of programs and projects dedicated to supporting students and/or enhancing campus life;

   c) intervention into crisis incidents on campus;

d) professional development for University staff and faculty;

e) participation on University, Student Services and Centre committees, when invited or elected;

f) participation in the activities of the Association.

2. Service to the Profession and the Community

Consistent with their professional duties, Professional Counsellors have the right to participate in the activities of their profession, professional associations, learned societies and other professional and labour organizations, including, but not limited to, the Ontario Confederation of University Faculty Associations and the Canadian Association of University Teachers. When a Professional Counsellor's service on such bodies conflicts with scheduled professional or administrative duties, the Professional Counsellor must seek the approval of Director, Student Integrated Health and Wellbeing, for proposed alternative arrangements to ensure that such scheduled duties are fulfilled, such approval not to be unreasonably withheld. A Professional Counsellor's service to such societies and associations shall be recognised.

D. Outside Professional Activities

Suitable contact with the public and private sectors offers a means by which Professional Counsellors may practise and enhance their professional knowledge and skills. Consistent with their duties, Professional Counsellors are encouraged to participate in such activities which will enhance the standing of both the member and the University. However, except when specifically authorized to speak on behalf of the University, Professional Counsellors must make it clear that their positions and opinions are personal.

Such activity shall be subject to the following:

1. such professional activity shall not conflict or interfere with the fulfilment of their primary duties and responsibilities with respect to students as provided in this Agreement;

2. such professional activities shall not reflect adversely on, or be to the detriment of, students and/or the University;

3. a written statement of the nature, scope and extent of the activity shall be given to the Director, Student Integrated Health and Wellbeing or designate who shall review the same in the light of (1) and (2) immediately above; further, a Professional Counsellor may be required to

provide the University with a “legal waiver of liability agreement” which shall be placed on the official University records.

15.3 ANNUAL REPORT

A. Each Professional Counsellor shall submit to the Director, Student Integrated Health and Wellbeing or designate, an annual report by May 31st. The service period shall be twelve months preceding May 31st on which the annual report is due. The annual report shall include the previous year’s activities describing the member’s contributions to the mission of the Centre. A copy of the annual report shall be placed in the Professional Counsellor's P.C.F.

B. The annual report shall include the following information:

1. professional service activities relating to the assigned duties and responsibilities, including case load statistics;

2. service to the University;

3. service to the profession and community;

4. any other material deemed relevant by the member.

15.4 SALARIES, INCREMENTS AND ALLOWANCES

A. Base Salary Minimum and Maximum

The base salary minima and maxima as of July 1, 2026, July 1, 2027 and July 1, 2028 are:

	2026	2027	2028
Minimum	$84,084.52	$86,607.05	$89,205.26
Maximum	$194,195.20	$200,021.05	$206,021.69

B. Starting Salary

Starting salary will reflect qualifications and relevant work experience.

C. Career Development Increments

A Counsellor’s salary will be increased by one Career Development Increment (CDI) annually, up to the maximum, for satisfactory service and is conditional upon receipt of the member’s annual report. Counsellors will be eligible for their increments on September 1st each year, or on the first day of the month following submission of their annual report, whichever is later. The University reserves the

right to deny this increment, giving reasons in writing, when service has been unsatisfactory.

1. The CDIs are:

   September 1, 2026: $3,400
   September 1, 2027: $3,400
   September 1, 2028: $3,400

2. In no case shall the award of a Career Development Increment move a member's base salary above the base salary maximum.

D. Across-The-Board (ATB) Adjustments

1. Professional Counsellors who were members of the bargaining unit as of June 30, 2026 and who continue to be members at the time this Agreement is adopted, shall be entitled, on July 1, 2026, to an Across-the-Board increase of 2.75%.

   Professional Counsellors who are actively employed on July 1, 2027 and who commenced employment prior to July 1, 2027 shall be entitled to an Across-the-Board increase of 3.0%.

   Professional Counsellors who are actively employed on July 1, 2028 and who commenced employment prior to July 1, 2028 shall be entitled to an Across-the-Board increase of 3.0%.

2. Members on paid leave or sick leave shall receive the Across-the-Board adjustment.

3. Members on unpaid leave shall receive the Across-the-Board adjustment upon their return to active employment. This adjustment shall take effect on the date of return to active employment.

4. Members on Long-Term Disability shall receive the Across-the-Board adjustment upon their return to active employment only in circumstances where such members return to active employment within three years of the on-set of Long-Term Disability or within three years of July 1, 2026 whichever is the earlier date. In these circumstances, the Across-the-Board adjustment shall take effect on the date of return to active employment.

E. Salary Adjustment Sequence

Salary adjustment will be processed in the following sequence and will take effect on the dates stipulated immediately below or as modified by clauses 15.4 C. and D.:

1. Across-the-Board: effective July 1st
2. Anomalies Adjustment: effective July 1st
3. CDI: effective September 1st

F. Special Allowances

The University may pay a stipend to a Professional Counsellor who has been appointed to perform additional supervisory or administrative duties.

G. Pay Day

Salaries shall be paid in monthly installments on the fifteenth day of each month. Should the fifteenth of the month fall on a weekend or a holiday, the salary due shall be paid not later than on the first preceding working day.

15.5 VOLUNTARY REDUCED WORKLOAD

A. With the understanding that the primary purpose of the Professional Counsellors is provided in Article 15.1 B, and further on the understanding that the decision to grant or deny a request for voluntary workload reduction is under the sole and exclusive discretion of the University and shall not be subject to the Grievance procedure (save for grievances based on Article 8), a Counsellor may request up to a 50% reduction in workload with a proportionate reduction in salary, provided that:

1. the Counsellor member has a minimum full-time service of five years;
2. the reduction normally will be effective for a 12 month period;
3. the request must be made six months in advance and is subject to the approval of the Director, Student Integrated Health and Wellbeing;
4. the reduction will be distributed across the member’s normal duties and responsibilities in such a manner as to minimize the impact on students, and shall be subject to operational requirements;
5. the reduction does not abrogate the member's obligation to complete any contractual obligations that form a part of their service duties to which the Professional Counsellor member was obligated prior to requesting a reduced workload.

B. 1. During the period(s) of reduced workload/reduced salary, a Professional Counsellor shall receive benefits coverage as if they were employed on a full workload/full salary basis, and they shall make contributions accordingly, except that, as regards the Long-term Disability Plan, this provision shall be operative only for a maximum of two years and that thereafter for any remainder of the reduced workload/reduced salary period, the coverage under the Plan shall be provided on the basis of the reduced salary.

2. Subject to applicable Pension Plan provisions, the Professional Counsellor and the University will continue to contribute to the Pension Plan on the basis of the Professional Counsellor's full normal salary level, with the objective of not affecting adversely either the Professional Counsellor's future pension or the funding basis of the Pension Plan. Each Professional Counsellor should seek the advice of the Human Resources Department in advance of requesting reduced workload to determine the effect, if any, of the specific provisions of the applicable Pension Plan in which the Counsellor is participating.

15.6 APPOINTMENT OF COUNSELLORS

A. General

1. Appointments of Professional Counsellors shall be limited to probationary or career positions.

2. Each new Professional Counsellor member shall be appointed by the Board on recommendation of the Vice-Provosts. The appointment will have been recommended to the Vice-Provost, Students, by the Counselling Appointment Committee.

3. The University has the sole and exclusive authority to determine complement levels.

4. Normally, the minimum qualification for a career stream Professional Counsellor shall be a completed Master's degree in Counselling Psychology, or a related discipline and five (5) years of counselling experience.

B. Counselling Appointment Committee

1. There shall be a Counselling Appointment Committee (CAC) consisting of a minimum of two career Professional Counsellors, and chaired by the Director, Student Integrated Health and Wellbeing. The committee may be enlarged by the addition of career Counsellors provided that members' availability will not impede the committee's deliberations. The

committee members will vote amongst themselves to elect the Equity Advocate.

2. The CAC will take into account the University's strong commitment to fostering equity, diversity and inclusion within its community, in all aspects of the recruitment efforts including establishing equity goals for the search, developing a diversity outreach strategy and considering ways to remove barriers to candidates in the recruitment process.

C. Appointment Procedures

1. When a vacancy has been approved for staffing, the Director, Student Integrated Health and Wellbeing shall convene a meeting of the Counselling Appointment Committee (CAC).

Where appropriate, the University shall arrange a training workshop. The workshop shall be conducted jointly by the Association and the University and shall include instruction by the University with regard to the CAC's legal obligations and duties under the Agreement and University policies, including equity. Any CAC member who does not attend the workshop(s) shall not be eligible to be a member of a CAC, except when a member who missed their workshop provides a reasonable explanation for their absence to the Director, Student Integrated Health and Wellbeing or designate. In addition, the University will deliver training workshops for Equity Advocates and for any CAC members who also wish to attend. The Office of the Vice-President, Equity and Community Inclusion (OVPECI) shall provide to the Equity Advocate and the committee chair relevant information from the University's Employee Diversity Self-ID Data.

Members of the CAC are responsible for declaring any conflicts of interest and shall respond to such conflicts according to the provisions of Article 21.

Should a member need to be replaced for any reason, the replacement shall be chosen in the same manner, that is, by either election or appointment, as the person being replaced. Where necessary, the new member shall attend a special workshop, under the conditions outlined in this Article.

Members of the CAC are bound by confidentiality in their deliberations about individual candidates. They may have confidential discussions with Association or Administration representatives on any matter of concern. Otherwise, only the Chair of the committee is authorized to communicate, as specified in this Article, on behalf of the committee.

2. The responsibilities of the Counselling Appointment Committee shall be to conduct suitable search procedures for new positions, to recommend a candidate for each position, and to conduct assessments of probationary members.

   All notices of vacancy will include a statement confirming that the position falls within the Faculty Association, a link to the Faculty Association Collective Agreement, a link to the Faculty Association's website, and a link to University's Faculty Association Benefits Summary.

   Each CAC will have assigned to it, a member of the University's Human Resources Department in order to assist that CAC in complying with the terms of this agreement with respect to the recruitment, selection, and assessment of members. The Human Resource Department representative will not participate in the deliberations of the CAC and will not attend CAC meetings with members or interviews with potential Professional Counsellors. The contribution of the Human Resources Department representative will consist of guidance, coaching and training of members of the CAC, where the members of the CAC and the Human Resources Department representative both see such as appropriate, on the terms of the Agreement and University policy, as they apply to the activities of the CAC.

3. The recommendations of the CAC will be forwarded to the Vice-Provost, Students, and the Vice-Provost, Faculty Affairs. The Vice-Provosts have the sole discretion and authority to accept or reject the CAC's recommendation.

4. The Director, Student Integrated Health and Wellbeing shall write a letter of appointment to each Professional Counsellor indicating the campus(es) to which the appointment is being made and the terms of the appointment and any specific conditions or expectations to be met before transfer to Career status.

D. Probationary Period

1. The probationary period for Professional Counsellors shall be one year.

2. The probationary appointment may be extended for up to one year in accordance with the procedure set out in Article 15.6.E.

3. A probationary appointment is a period of appraisal during which time the member is expected to meet the standards of performance required for career positions.

E. Assessment of Probationary Counsellors

1. The performance of a member on a probationary appointment shall be formally reviewed during the sixth month of their probationary appointment. The Director, Student Integrated Health and Wellbeing shall be responsible for conducting the formal review and for producing an assessment report. In accordance with the standards of the profession, the Professional Counsellor providing clinical supervision will provide a formal assessment of the performance of the probationary Professional Counsellor and shall include in the report the formal assessments by the members of the CAC, or summaries of them. The clinical supervisor shall meet with the Director, Student Integrated Health and Wellbeing and the CAC to review the assessments and shall take their views into account when formulating the report. The report shall indicate clearly any areas of performance which are not meeting the standards expected of a career Professional Counsellor.

2. The Director, Student Integrated Health and Wellbeing shall provide the member with a written copy of the report at least five days in advance of meeting with the member and the clinical supervisor to discuss their performance. The clinical supervisor shall indicate clearly any areas of performance which are not meeting the standards expected of a career Counsellor.

3. The probationary Professional Counsellor shall sign the report to signify that they have read the review and has discussed their performance at the meeting with the Director, Student Integrated Health and Wellbeing and the clinical supervisor. The signature does not indicate that the member agrees with the performance evaluation.

4. The member shall have the right to respond in writing to the assessment review.

5. If at any time during the probationary period, the probationary member is not demonstrating satisfactory progress in meeting the standards expected of a career Professional Counsellor, the Director, Student Integrated Health and Wellbeing and the clinical supervisor shall indicate clearly any areas of performance which need improvement, and shall provide the probationary member with a reasonable period of time for such improvement. If after this period of time the probationary member is still not demonstrating satisfactory progress, the clinical supervisor may recommend dismissal to the Director, Student Integrated Health and Wellbeing.

6. No later than one month before the end of the probationary period the Director, Student Integrated Health and Wellbeing and the clinical

supervisor shall have concluded a final assessment of the probationary member's performance in accordance with this Article. A copy of this report shall be given to the probationary member and the Vice-Provost, Students, and the Vice-Provost, Faculty Affairs, and shall include the recommendation of the Director, Student Integrated Health and Wellbeing, the clinical supervisor, and all CAC assessments, including any written opinions dissenting from the clinical supervisor's recommendation.

7. The Director, Student Integrated Health and Wellbeing shall render one of three recommendations to the Vice-Provost, Students, and the Vice-Provost, Faculty Affairs:

   a) That the member be transferred to Career status;

   b) That the probationary period be extended for up to one year either where the probationary member's performance has been marginally satisfactory and may be expected to improve, or where the probationary period has not provided a suitable opportunity for the member to demonstrate satisfactory performance; or,

   c) That the member's employment be terminated for failure to meet the standards expected of a career Professional Counsellor.

8. The Vice-Provost, Students, and the Vice-Provost, Faculty Affairs shall review the recommendation of the Director, Student Integrated Health and Wellbeing. The Vice-Provost, Students, and the Vice-Provost, Faculty Affairs shall either

   a) confirm the Director, Student Integrated Health and Wellbeing's recommendation and cause it to be implemented, or

   b) refer the recommendation back to the Director, Student Integrated Health and Wellbeing with questions.

9. In the case of a recommendation for dismissal, the Vice-Provost, Students, and the Vice-Provost, Faculty Affairs shall, prior to reaching a final decision, provide the member with a full opportunity to respond to the issues raised by the Director, Student Integrated Health and Wellbeing, the clinical supervisor and by the CAC in their reviews of the member's performance.

10. If the Vice-Provost, Students, and the Vice-Provost, Faculty Affairs confirms a recommendation to dismiss a probationary member, the Vice-Provost, Faculty Affairs shall provide notice according to Article 20.2.D.

11. In the case of a decision to dismiss a probationary Professional Counsellor, the Professional Counsellor member has recourse to the Grievance Procedure subject to Article 20.2.

15.7 LEAVES OF ABSENCE

A. Without Pay

1. Leave of Absence without pay may be granted to a Career Professional Counsellor for a period of time mutually agreeable to the University and the member. In no case shall such a leave exceed a period of 12 consecutive months.

2. A Leave of Absence without pay may be granted for the following reasons:

   a) professional activities intended to improve the member's qualifications and thereby enhance their value to the University;

   b) for personal and/or family reasons; or

   c) for other good and sufficient purposes.

3. A member desiring a Leave of Absence without pay shall apply in writing to the Director, Student Integrated Health and Wellbeing, stating the purpose and duration of the leave. Such requests shall be made with as much notice as possible, if possible at least six months prior to the requested date of such leave.

4. The Director, Student Integrated Health and Wellbeing shall consider such a request and, within one month of the date of receipt of the request in writing, inform the Counsellor, in writing, of the approval or denial. Operational requirements shall be the determining factor in granting or denying such leave. All requests shall be considered and the Director, Student Integrated Health and Wellbeing shall not unreasonably deny a bona fide request submitted.

5. While on Leave of Absence without pay, the member is responsible for the payment of their benefit costs and premiums and pension contributions, if so elected. The cost of participation in the available benefits will be paid entirely by the Professional Counsellor annually in advance. Where the approved leave was granted for educational or compassionate reasons, the University will refund to the Professional Counsellor upon their return to active employment that portion of the

premiums which it would normally have paid had the Professional Counsellor been in active employment.

6. Association dues will be paid by the Professional Counsellor concerned in advance for the period of the authorized leave without pay. Payment will be made to the University, which will turn over any such collected dues to the Association together with the next remittance of dues deducted from the salary of other members (Article 2.4 C.).

B. Special Leaves

Section 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 6.10, 6.11, 6.12 and 6.13 under Special Leaves of Article 6 (Leaves of Absence) shall apply to the Counsellors.

15.8 VACATION FOR PROFESSIONAL COUNSELLORS

On completion of each year of service, Professional Counsellors shall be entitled to five (5) weeks of paid vacation after the completion of each year of service; after twelve (12) years of service entitlement shall be increased to six (6) weeks per year. Vacation credits shall accumulate on a monthly basis, at a rate of 2.083 days per completed month of service during the first twelve (12) years of service; thereafter, vacation credits shall accumulate at the rate of 2.5 days per completed month of service. Vacation credit may be accumulated to a maximum of double the annual entitlement. No further credits will be granted once a member reaches the maximum accumulation, unless the vacation balance is reduced below the maximum entitlement.

15.9 PROFESSIONAL DEVELOPMENT TIME

Effective July 1, 2026, Professional Counsellors are entitled to twelve (12) professional development days. All professional development days are, where reasonably practical, to be requested seven (7) days in advance and will be granted subject to operational requirements. Requests for professional development days made less than 7 days in advance are at the discretion of the Director, Student Integrated Health and Wellbeing. In either case, approval will not be unreasonably withheld.

15.10 GRIEVANCES

Professional Counsellors are entitled to the rights of grievance set out in Article 9 (Grievances), except as stated in Article 15.5.A.

15.11 BENEFITS

The benefits applicable to Professional Counsellors shall be those specified for faculty members in Article 12 (Benefits), and Appendices and Memoranda referred to therein.

15.12 RETIREMENT

The retirement of a Career-stream Professional Counsellor will be as provided for in Article 19.

15.13 RESIGNATIONS

A. In the first four months of employment a Professional Counsellor member may resign on one month’s written notice.

B. Thereafter, three months' written notice is required.

C. Resignation of a Professional Counsellor member must be in writing, addressed and delivered to the Director, Student Integrated Health and Wellbeing with a copy to the Human Resources Department.

15.14 PERFORMANCE AND CONDUCT FILE

Article 14 (Performance and Conduct File) shall apply to the Professional Counsellors.

15.15 HUMAN RESOURCE REDUCTIONS

A. The first duty of the University is to ensure that academic priorities remain paramount. When faced with financial constraints, Human Resources reductions would be a measure of last resort in solving budget difficulties.

B. Should a reduction in the number of Professional Counsellors be necessary for any reason, the University will utilize where possible normal retirement, voluntary early retirements, voluntary reduced workloads, and unpaid leaves of absence to ameliorate the effects of redundancy.

C. Should there be a need to reduce the number of Professional Counsellors on staff the Vice-Provost, Faculty Affairs, the Vice-Provost, Students, and the Director, Student Integrated Health and Wellbeing shall consult with the Professional Counsellors about the need to reduce.

D. Once confirmed by the Vice-Provost, Faculty Affairs, the need to reduce the number of Professional Counsellors shall be communicated in writing to the President of the Association. The Vice-Provost, Faculty Affairs and the President of the Association together will review the formal academic qualifications of all Professional Counsellors with a view to determining whether there are any who hold academic qualifications and have had the professional experience required by any academic Department/School in the University.

1. Professional Counsellors with such qualifications and experience shall be consulted as to their willingness to be assigned to a teaching workload in the relevant Department/School. Such willingness shall not entail any loss of relative seniority in the counselling centre should a transfer assignment be arranged.

2. If one or more Professional Counsellors expresses interest in assignment to an academic Department/School, the Vice-Provost, Faculty Affairs and the President of the Association shall seek a meeting with the appropriate Dean(s) and Chair(s)/Director(s) to ascertain whether there is available a suitable teaching load. If such work is available, the DHC(s) shall assess the qualifications and experience of the Professional Counsellor(s) for the available load and interview the Professional Counsellor(s). The DHC(s) will recommend to the Dean and the Vice-Provost, Faculty Affairs that an acceptable and willing Professional Counsellor be assigned to the teaching load identified. If this teaching load is a full workload and is judged to be available for three or more years, the Professional Counsellor so assigned shall be deemed a probationary faculty member in the Department/School and the provisions described in Article 5 (Evaluation) shall be followed with the understanding that should the decision of the Vice-Provost, Faculty Affairs concerning transfer be unfavourable the candidate shall return to the Counselling Centre at the end of the term during which the decision was rendered.

   Should the receiving Department/School at some future date be faced with a redundancy situation (see Article 22, Financial Exigency and Article 23, Redundancy), the aforementioned Counsellor's seniority within the receiving Department/School shall be interpreted as commencing from the date on which they assumed the full teaching load. Should the result be the identification of the Professional Counsellor as redundant within the receiving department then they will be transferred back to the Counselling Centre with a seniority equal to their original seniority plus the additional amount developed within the receiving Department/School.

E. If the provisions of clause D. above are not successful:

1. Professional Counsellors who may be considered for lay-off shall be those with least seniority and the total number under consideration shall not exceed twice the number of redundant positions.

2. The Director, Student Integrated Health and Wellbeing, after consultation with the Professional Counsellors, will determine on the basis solely of seniority and ability which Professional Counsellors are to be laid off and will so recommend to the Vice-Provost, Students and the Vice-Provost, Faculty Affairs. For this determination, seniority and ability shall weigh

equally. In assessing ability, the following are some of the guidelines to be followed:

a) performance as a Professional Counsellor;

b) professional self-development;

c) contribution to the counselling centre environment.

3. If a Professional Counsellor who has expertise in a counselling specialization where no other Professional Counsellor has or can acquire within a reasonable time such expertise, then such a Counsellor may not be considered for layoff. A written rationale for such a situation shall be reported to the Counselling Redundancy Review Committee (CRRC) - see 4. immediately below.

4. As soon as a proposed Counselling Centre redundancy list is completed, it will be reviewed by the CRRC consisting of three members of the Association: an appointee of the Vice-Provost, Faculty Affairs, an appointee of the Association Executive and a mutually acceptable third appointee as chair. No Professional Counsellor will serve on the CRRC.

The CRRC will establish its own procedures and will review the recommendations of the Director, Student Integrated Health and Wellbeing, the Vice-Provost, Students, and the Vice-Provost, Faculty Affairs, which will set out the results of the consultation with the Professional Counsellors. On completion of the review, the CRRC will issue a confidential report to the Vice-Provost, Faculty Affairs with copies to the President, the Association President, and the Vice-Provost, Students.

5. After due consideration of the CRRC report, the Vice-Provost, Faculty Affairs will notify the Director, Student Integrated Health and Wellbeing and the Vice-Provost, Students of their decision. Within ten days of receipt from the Vice-Provost, Faculty Affairs of a written decision to proceed with the lay-off(s), the Director, Student Integrated Health and Wellbeing will notify, as soon as possible and in no case later than six months before the date of lay-off, the affected Professional Counsellor(s) of their lay-off status and the options open to such Professional Counsellor(s). In all cases the lay-off date shall be the immediately next January 1 or July 1 following the six months' notice from the Director, Student Integrated Health and Wellbeing.

F. From the date of notice to the date of lay-off, the Professional Counsellor shall retain their status as a Professional Counsellor unless a voluntary separation agreement has been arranged. On the separation date:

1. they will receive a separation allowance equal to:

   a. one (1) month's salary per year or partial year of service at the time of layoff for probationary Counsellors

   b. one (1) month's salary per year or partial year of service at the time of layoff, with a minimum total amount of nine (9) months' salary and a maximum total amount of twenty-four (24) months' salary for career Counsellors.

2. they will waive all rights of participation in the Professional Counsellor Re-employment Service; and

3. they will retain their right of recall (see H. below) and their right of Grievance (see Article 9 (Grievances)) with respect to recall.

G. If the Counsellor has not exercised the right of voluntary separation (F. above) by the lay-off date, or in the case of a grievance extending beyond the lay-off date, within seven days of the confirmation of the lay-off, then on the appropriate date they shall either:

1. accept employment separation in accordance with paragraph F. above, or

2. enter the Counsellor Re-employment Service described in Appendix C (Re-employment Program (Professional Counsellors)).

H. Within three years of being laid off, the Counsellor shall be offered by registered mail the first available Counsellor appointment for which they are qualified. Where more than one Counsellor has been laid off, offers shall be made to laid-off Counsellors in inverse order of their lay-offs. A reasonable period shall be provided for taking up the offer in order to enable the laid-off Counsellor to fulfill any current employment obligations. An offer made to a laid-off Counsellor under this paragraph, but refused by the Professional Counsellor without compelling grounds, extinguishes all rights under the provisions of this paragraph.

I. Within three years of the date of lay-off, a Professional Counsellor who has been laid off may apply in writing to the Chair/Director of a Department/School for which they feel qualified for an appointment to the probationary faculty to be notified by registered mail of all probationary teaching positions which become available and which have not been filled by faculty entitled to these positions under the provisions of Article 24.1. The Professional Counsellor, should they apply for such a position within twenty-one days of the mailing date, shall be interviewed by the appropriate hiring committee for the available position(s). This interview shall take place before any general advertisement of the position(s) is/are undertaken.

J. Within three years of the date of lay-off, a Professional Counsellor who has been laid off may apply in writing to the Chief Human Resources Officer to be notified of any support position vacancy for which they are qualified or could become qualified within twelve months on the job. Should they apply for such a position, they will be subject to the usual hiring practices of the University, and they will be considered along with other internal candidates for the position and in accordance with any other relevant collective agreement, having due regard to the promotion expectations of others within the department, but before outside advertisement is undertaken. Should they be accepted in the position, their salary would be within the salary range provided by the appropriate collective agreement or, in the absence of such an agreement, within the position's salary range at a level normal for position incumbents having University Service equal to that of the laid-off Professional Counsellor.