

COLLECTIVE AGREEMENT

between

HORIZONS FOR YOUTH

(hereinafter referred to as “the Employer”)

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL 4358.04**

(hereinafter referred to as “the Union”)

TERM:

August 1, 2022 to July 31, 2025

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ARTICLE 1 – INTENT AND PURPOSE

- 1.01 Both parties to this Collective Agreement wish to ensure that a high level of care is maintained and provided to the youth clientele of Horizons for Youth. To achieve this end, both parties desire to:
- a) establish collective bargaining relations between the Employer and the Union;
 - b) provide an orderly procedure for the equitable disposition of grievances;
 - c) establish mutually satisfactory working conditions for all Employees who are subject to the provisions of this Collective Agreement;
 - d) encourage efficiency in operations;
 - e) to promote an environment in support of the wellbeing and security of the youth clientele of Horizons for Youth; and
 - f) recognize the rights of the Employer and the functions of the Union.
- 1.02 No amendment, change or alteration of this Agreement shall be effective unless and until made in writing and signed by the authorized representatives of the parties to this Agreement.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all Employees of Horizons For Youth in the City of Toronto save and except Executive Director, Operations Manager, Shift Supervisor, Development Associate, Accountant, Administrative Assistant, and persons above the rank of Shift Supervisor.
- 2.02 For the purposes of clarity, it is understood that the Employer accepts student placements from accredited post-secondary institutions from time to time and such persons shall not be covered by the terms of this Agreement.
- 2.03 The Employer currently employs individuals in four (4) categories: full time Employees, part time Employees, relief and contract Employees.
- 2.04 For Employees hired after the ratification of this Agreement, no such Employee may be employed by the Employer in more than one (1) position concurrently.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union agrees that all of the rights, prerogatives, authority that the Employer had prior to signing this first collective agreement are retained by the Employer except as specifically abridged, delegated, granted or modified by this first collective agreement and any supplementary collective agreement that may be made in the future. Without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive right and power of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, direct, promote, demote, classify, transfer, evaluate, layoff, recall, schedule vacations and to discipline or discharge any probationary Employee for any reason satisfactory to the Employer and to discipline or discharge permanent Employees for just cause.
 - (c) determine the nature and kind of business conducted by the Employer; the services to be offered, the scheduling of those services and the location(s) of those services; the kinds and locations of equipment and materials to be used; the methods and techniques of work; the content of jobs; job classifications; the abolishment of job classifications; the scheduling of jobs; the scheduling of Employees including the scheduling of shifts and overtime; the number of Employees to be employed; the subcontracting of work, the standard of performance (both quality and quantity); the type of work to be performed; and the extension, limitation, curtailment or cessation of operation or any part;
 - (d) establish and enforce rules, policies and/or procedures to be observed by the Employees; and
 - (e) determine and exercise all other functions and prerogatives, which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement.
- 3.02 Failure to exercise any of its management rights at any time shall not be considered an abandonment of such rights.
- 3.03 The Employer shall provide ten (10) days' advance notice, when feasible, to the Union and Employees of changes to and/or new policies/rules.

ARTICLE 4 – DEFINITIONS

4.01 Employee/Employees

For the purpose of this Collective Agreement, the term “Employee” and “Employees” shall mean an Employee who is, or Employees who are employed by the Employer in the bargaining unit.

4.02 Full-time Employees

Fulltime Employees shall be defined as Employees who regularly work forty (40) hours a week.

4.03 Part-time Employees

A part-time Employee is an Employee hired to fill a posted part-time position and is regularly pre-scheduled to work.

4.04 Contract Employees

- (a) Contract Employees shall be defined as Employees hired for:
- (i) a specific period of time on federal or provincial works program/grant in which case the terms of the program/grant prevail in the event of any conflict with this collective agreement;
 - (ii) a specific period of time or for a specific project;
 - (iii) to replace a regular Employee during a temporary absence; or
 - (iv) to assist existing Employees with temporary increased work demands.
- (b) Contract Employees shall be covered by the terms of this agreement with the exception of all of the following articles: Probationary Period, Seniority, Benefits, Vacation, Layoff and Recall.
- (c) The cessation or expiry of a contract position shall not be the subject of any grievance (i.e., individual, group, policy or otherwise) and shall not be subject to any of the requirements, restrictions or obligations under the Collective Agreement including provisions respecting layoff, termination, dismissal or reduction of hours.
- (d) Bargaining unit Employees who assume contract positions shall still be considered bargaining unit Employees and shall have all the rights and privileges under the collective agreement that they held prior to assuming the contract position, subject to the preceding paragraph.

- (e) If a member of the bargaining unit fills the contract position, once the position is completed, all seniority Employees who have filled positions in the chain shall return to their previous positions, if they exist.
- (f) The period of time worked as a contract Employee shall in no case count towards the completion of any probationary period. In the event that a contract Employee is hired into a bargaining unit position, she will be required to serve a complete probationary period as set out in Article 13.03. If successfully completed, the Employee will then be credited with seniority dating back to the commencement of her contract period.
- (g) It is recognized that, from time to time the Employer engages the services of temporary contract Employees to fill short-term, specially funded positions. Where the Employer receives such funding, it shall so notify the Union and the position shall be posted pursuant to the job posting provisions of this Agreement **and its rate of pay shall be determined in accordance with Article 22.01**. Where the temporary contract position is filled by a current bargaining unit Employee, the Employee shall be seconded to the temporary position, it being understood that at the conclusion of the temporary assignment, the Employee shall be entitled to return to her former position.
- (h) Where the temporary contract position is filled externally and such employment is less than one (1) year, such person may be laid off **and is entitled to four (4) weeks' notice of layoff**.
- (i) Should such employment referred to in (h) above continue in excess of one (1) year, such person shall be considered a permanent Employee under the terms of this Agreement and all of the provisions of Article 19 shall apply.

4.05 Relief Employees

- (a) Relief Employees are defined as Employees who are called in to work on an as needed basis and who have the right to refuse to accept a work assignment request.
- (b) Relief staff are specifically hired to be placed on the relief list. Former Employees can apply for a position on the relief list and are considered a new hire for seniority and all other purposes.
- (c) Relief Employees who decline three (3) shifts in any calendar month on the dates they previously indicated they were available to work shall be deemed terminated and shall lose all seniority. Similarly, relief Employees who do not report for a scheduled shift shall be deemed terminated and shall lose all seniority unless there is a reason satisfactory to the Employer and the Employee provides proof of same if requested by the Employer.

- (d) Relief Employees who are hired into a permanent position (i.e., full time or part time) will not be credited for their time worked in a relief position towards the completion of any probationary period.
- (e) Relief Employees shall be covered by the terms of this agreement with the exception of all of the following articles: Probationary Period, Seniority, Benefits, Vacation, Layoff and Recall.

ARTICLE 5 – RELATIONSHIP

5.01 No Discrimination

The Employer and the Union agree that there shall be no discrimination and/or harassment within the meaning of the Ontario *Human Rights Code* and/or the *Occupational Health and Safety Act* by either party or by any Employee or discrimination, intimidation, restriction or coercion exercised or practiced by either party with respect to membership or non-membership or activity or lack of activity in the Union, subject to the *Labour Relations Act, 1995*.

5.02 The Employer, or its representative, agrees that it will not enter into any other agreement, oral or written, with any Employees covered by this Agreement either individually or collectively, which may conflict with the terms of this Collective Agreement.

5.03 The Union will supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with a list of its managerial personnel with whom the Union may be required to transact business. Any changes will be provided within thirty (30) days.

5.04 Parties' Right to Representation in Meetings

The Union shall have the right at any time to have the assistance of a representative of CUPE when dealing with matters arising from the collective agreement or negotiating with the Employer. Similarly, the Employer shall have the right at any time to have the assistance of a consultant/legal counsel when dealing or negotiating with the Union.

5.05 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director (or designate) and the **President** of the Union (or designate).

5.06 It shall be the responsibility of the Employee to keep the Employer informed of his current address and phone number. If an Employee fails to keep the Employer informed of his current address and telephone, the Employer shall not be responsible for failure of a notice to reach such Employee.

- 5.07 The Employer will provide to the Union a copy of an existing job description within 5 days of the request.

ARTICLE 6 – INTERPRETATION

- 6.01 Where the singular is used it may also be deemed to mean the plural within the appropriate context.

It is understood and agreed that the pronouns used in the Collective Agreement will be gender inclusive, and that where the feminine or masculine pronoun is used, so too shall the provision apply to an employee identifying as gender non-binary.

- 6.02 For the purposes of this Agreement “days” shall mean working days, save and except Saturdays, Sundays and paid public holidays, except as where otherwise indicated for the purposes of this Agreement.
- 6.03 All references to “spouse” in this Collective Agreement shall include common-law or partner of any gender.

ARTICLE 7 – UNION SECURITY

7.01 Deduction of Dues

During the lifetime of this Agreement, the Employer agrees to deduct an amount equal to the Union dues established in accordance with the Constitution and Bylaws of the Union from the pay of Employees who are covered by this Agreement.

- 7.02 All deductions shall be forwarded to the National Secretary-Treasurer of the Union on a monthly basis by the fifteenth (15th) of the following month, along with a list of the Employees from whom the deduction was made along with the wages earned during the month by these Employees.
- 7.03 The Employer will at the time of making each remittance also supply the Local Union with a statement indicating any new bargaining unit hires, transfers, promotions, layoffs, recalls, resignations, retirements, deaths and terminations of employment.
- 7.04 The Employer will supply the Local Union with a statement showing the names, addresses and phone numbers of Employees on a quarterly basis.
- 7.05 The Employer will ensure that each T4-slip includes the total amount of regular Union dues deducted during the subject year from the Employee’s wages pursuant to this Article.

7.06 Indemnification

The Union agrees to save harmless the Employer from any action, any claim or any other proceeding, including costs, which may arise from the application of this Article.

7.07 Change in Dues

The Union shall provide a minimum of forty-five (45) days advance notice in writing to the Employer of any change to the amount of dues to be deducted and remitted.

7.08 Cessation of Dues Deduction

If an Employee is not on the payroll due to a serious illness, an occupational accident or leave of absence without pay, it is not the Employer's responsibility to deduct or in any way to retrieve union dues from the Employee for this period. This Article does not apply to union leave or union employment or in cases where the Employer is being reimbursed by a third party.

7.09 Limitation

The Union agrees that there will be no solicitation for membership, collection of dues, or other Union activities on the premises of the Employer, except when permitted by the Employer.

7.10 The Employer agrees to advise potential bargaining-unit Employees of the fact that the Union has bargaining rights and that such Employees will be subject to the Union Security and Dues Check-off provisions of any Collective Agreement that may be in effect from time to time.

7.11 New Employees

The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect and the Union will provide a copy of the Collective Agreement to the Employee. The Employer will permit a meeting between the new Employee and a Union Steward of up to twenty (20) minutes. Such meetings will be held at a time and location mutually agreed upon between the Steward and the appropriate Supervisor, without loss of compensation to either the Steward or the new Employee.

ARTICLE 8 – UNION REPRESENTATION

8.01 Bulletin Boards

The Employer will provide a union bulletin board at each work site. In a multi-floor building, a union bulletin board will be located on each floor. The bulletin boards will be used solely for reasonable and appropriate union-related postings by the Union. The Employer has the right to approve posted material and to remove any material that is harmful to the Employer's operations or reputation.

8.02 Stewards

The Employer recognizes the right of the Union to appoint or otherwise elect up to four (4) bargaining-unit Employees as Stewards.

8.03 Notification to Employer

The Union shall notify the Employer in writing of the names of its Stewards and members of the Grievance Committee. The Employer shall not be required to recognize any such Steward or Grievance Committee member until it has been notified by the Union of the appointment. This list will be revised as changes occur.

8.04 It is understood that Union Officers, Stewards and Committee members have their regular work to perform and that if it is necessary for them to carry out functions under this Agreement, including but not limited to servicing a grievance during working hours, they will not leave work without first obtaining the permission of their immediate Supervisor which shall not be unreasonably withheld. In obtaining such permission, the Employees shall state their destination to their immediate Supervisor and report again to him at the time of their return to work. The Employees must not be absent longer than is reasonably necessary on an issue that must reasonably be dealt with during working hours. In accordance with this understanding, the Employees, when performing these functions during their regular hours of work, shall not suffer any loss in pay. The Employer reserves the right to limit such time if it deems the time so taken to be excessive.

ARTICLE 9 – COMMITTEES

9.01 Labour Management Committee

It is agreed that a Labour Management Committee shall be established with up to two (2) members from the Union and up to two (2) members from the Employer. This Committee shall meet regularly or at the written request of either party to discuss matters of mutual concern. This Committee shall have the ability to recommend, but no capacity to effect any changes to the existing agreement. An Employer representative and a Union representative shall act as Co-Chairpersons. The Co-Chairpersons shall alternate in acting as Chairperson of the meetings. The Employer will provide a Secretary to the Committee, where possible and reasonable to do so. Failing the availability of a Secretary, the taking of minutes shall rotate between the parties. Minutes of each meeting will be prepared and signed by the Co-Chairpersons as soon as possible after the closing of the meeting. Such minutes will be provided to Committee members within five (5) days of such meeting.

9.02 Union Grievance Committee

The Employer agrees to recognize a Union Grievance Committee, which shall not exceed two (2) bargaining unit members in number, one (1) of who shall be designated chairperson.

9.03 Negotiating Committee

The Employer will recognize a Negotiating Committee, comprised of a CUPE National Representative, plus two (2) representatives who shall be elected or otherwise selected from amongst bargaining unit Employees. The Union shall provide to the Employer a list of the members of the Committee and the Employer shall not be required to recognize any Committee member until it has been so notified.

9.04 Time spent in Committee meetings or investigations shall be considered time worked and shall be paid for in accordance with the terms of this Agreement.

9.05 Restrictions on Committee Membership

Employees shall not be eligible to serve as members of any Committees until they have completed their probationary period.

ARTICLE 10 – NO STRIKES OR LOCK-OUTS

10.01 The parties agree that there will be no strike or lockout during the term(s) of this Agreement. The word “strike” and “lockout” shall be as defined in the Ontario *Labour Relations Act 1995*.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 Preamble

Differences or disputes arising between the Employer and the Employee shall be considered as grievances and shall be dealt with in the following manner. All grievances at Step 1 or higher shall be submitted in writing on a form supplied by the Union and shall contain the following:

- (a) a written and detailed description of the circumstances giving rise to the complaint;
- (b) the article(s) of the collective agreement alleged to have been violated, misapplied, or misinterpreted;
- (c) the relief or remedy sought;
- (d) a signature by the grievor, if applicable, and the Union; and
- (e) the date.

It is agreed by the parties that grievances should be settled as early as possible in the Grievance Procedure.

11.02 Complaint Stage

Should any difference arise between the Employer and an Employee or Employees as to the interpretation, application or alleged violations of the provisions of this agreement, they shall be taken up in the following manner within ten (10) business days from the event giving rise to the complaint occurred or ten (10) business days from the time the Employee became aware of the event that the complaint was based with the understanding that the Employee (with a steward if the Employee so desires) shall discuss the grievance verbally and identify it is a potential grievance with his Supervisor to see if it can be explained or adjusted.

Failing settlement at this stage and if the Employee feels he would like to submit the grievance at Step 1, or if the Union wishes to submit the grievance at Step 1 the following shall apply:

Step 1

An Employee having a grievance shall present it to his Steward in writing containing the information as outlined above. If the Steward considers the grievance to be justified, they shall jointly take the matter up within five (5) business days from the Complaint Stage discussion with the Supervisor. Within two (2) business days of receipt of the grievance, the Supervisor may request further information from the Union in order to respond to the grievance. The Union shall provide the information within five (5) business days of the request.

The Supervisor shall give his reply in writing to the Employee and the Union representative not later than ten (10) business days following the receipt of the written grievance or the receipt of additional information, as the case may be.

Failing a satisfactory settlement, the second step of the Grievance Procedure may be invoked within ten (10) business days of the Supervisor's response at Step 1.

Step 2

The grievance shall be submitted to the Department Head or his/her designate who shall meet with the grievor and the Steward within ten (10) business days of the receipt of the Step 2 referral and shall render a decision within five (5) business days.

Failing a satisfactory settlement, the third step of the Grievance Procedure may be invoked within ten (10) business days of the Management's response at Step 2.

Step 3

The grievance shall be submitted to the Executive Director (ED) who will meet with the Grievor and the Grievance Committee within ten (10) business days following the receipt of the Step 3 referral. The ED shall render his/her decision in writing to the Employee and the Union Committee no later than ten (10) business days.

- 11.03 No adjustment effected under the grievance procedure shall be made retroactive prior to the date the grievance was formally filed or presented at the appropriate step to the Employer under the foregoing with the exception of an administrative error involving an Employee's wages or in the case of a discharge or suspension.

- 11.04 The time limits fixed in the Grievance Procedure and Arbitration Procedure under Articles 11 and 12 are mandatory and not simply directory, unless otherwise agreed to in writing between the parties. It is agreed that a failure to process a Grievance or refer a grievance to arbitration within the appropriate time limits and/or requirements set out in Articles 11 and 12 will be an absolute bar to further proceeding and in such a case the grievance will be forfeited and deemed to have been abandoned. The time limits may be mutually extended in writing and subsection 48(16) of the Labour Relations Act, 1995 does not apply.
- 11.05 Policy Grievance - It is agreed that a grievance arising directly between the Employer and the Union shall be originated under Step 3 and the time limits set out with respect to that Step shall appropriately apply. It is understood, however, that the provisions of this section may not be used with respect to a grievance directly affecting an Employee or Employees and that the regular grievance procedure shall not be thereby bypassed.
- 11.06 Grievances concerning lay-offs or recalls shall be initiated at Step 2 of the Grievance Procedure.
- 11.07 A claim by an Employee who has completed his probationary period that he has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Employer at Step 3 within ten (10) calendar days after the discipline, suspension or discharge is effective. Such grievance may be settled by the parties under the Grievance or Arbitration Procedure by:
- (a) confirming the Employer's action in dismissing the Employee;
 - (b) reinstating the Employee without or with payment to him for such time lost due to discharge at his regular rate of pay for his normally scheduled work for such period less any amounts of money earned while gainfully employed;
 - (c) by any other arrangement which may be deemed just and equitable.

11.08 Mediation

Prior to the scheduling of an arbitration hearing, the parties shall retain the assistance of an impartial mediator in an effort to resolve any disputes referred to arbitration. A mediation meeting will be held within ninety (90) days of receipt of notification of arbitration as provided for in this clause except where mutually agreed by the parties.

Mediator costs will be shared equally between the parties. The parties agree that information exchanged during the mediation process is privileged and discussions are on a without prejudice basis.

This step may be bypassed by agreement of the parties.

If the parties at this step are unable to reach a satisfactory settlement, then the matter shall be referred to arbitration within fifteen (15) business days.

ARTICLE 12 – ARBITRATION PROCEDURE

- 12.01 Should any grievance fail to be resolved after properly following all required steps of the grievance procedures outlined in Article 11, either party may notify the other party of its desire to submit the grievance to arbitration within fifteen (15) working days, while at the same time appointing a nominee. If no written request is received within fifteen (15) working days after the decision under Step 3 is given, the grievance shall be deemed to have been abandoned. Within five (5) working days thereafter the other party shall appoint a nominee. Should either party fail to appoint a nominee, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees so appointed shall attempt to select by agreement a Chairperson of the Arbitration Board. If they are unable to agree upon such a Chairperson within a period of ten (10) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairperson.
- 12.02 No person may be appointed as a Chairperson who has been involved in an attempt to negotiate or settle the grievance.
- 12.03 No matter may be submitted to arbitration which has not been properly carried through all required steps of the Grievance Procedure.
- 12.04 The Arbitration Board shall not make any finding or decision inconsistent with the provisions of this Agreement, nor shall it have the power to add to, alter or modify, amend or delete any part of this Agreement, nor deal with matters not covered by this Agreement.
- 12.05 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision which shall be final, binding and enforceable upon the parties and upon any Employees affected by it and may not be changed. The decision of the majority is the decision of the Arbitration Board. Where there is no majority decision, the decision of the Chairperson shall govern.
- 12.06 Each of the parties hereto will bear the fees and expenses of the nominee appointed by it and the parties will jointly bear the fees and expenses, if any, of the Chairperson of the Arbitration Board.
- 12.07 The time limits stipulated in the arbitration procedure are mandatory and may only be extended by mutual consent of the parties to this agreement. Any grievance not processed in accordance with the time limits contained in this Article shall be deemed to be withdrawn, unless the time limits are waived by mutual consent and subsection 48(16) of the Labour Relations Act, 1995 does not apply.

- 12.08 No adjustment effected under the Arbitration Procedure shall be made retroactive prior to the date the grievance was formally filed or presented at the appropriate step to the Employer under the foregoing with the exception of the case of a discharge or suspension.
- 12.09 Notwithstanding article 12.01, the parties may agree to have any grievance heard by a single arbitrator. In such a case, the relevant parts of article 9 will apply with the necessary changes.
- 12.10 Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.

ARTICLE 13 – SENIORITY

13.01 Definition

Seniority means an Employee's length of service with the Employer in a bargaining unit position calculated from the date upon which the Employee last commenced continuous employment with the Employer. Relief Employees shall be credited for hours worked and 2080 hours worked shall be equivalent to one (1) year.

13.02 Seniority List

The Employer shall maintain a seniority list which shall be provided to the Union on a yearly basis each July and posted on the Union bulletin board. Any challenges to the seniority list must be made within ten (10) **working** days of posting of the seniority list upon expiration of which the seniority list shall be deemed correct for all purposes.

13.03 Probationary Period

An Employee will be considered on probation and will not be subject to the seniority provision of this Collective Agreement, nor shall his name be placed on the seniority list, until after he has completed a total of one hundred and twenty (120) days of active employment with the Employer, which can be extended by the Employer for a further sixty (60) days of active employment provided the Employer provides advance notice of same to the Union. Upon completion of such probationary period, the Employee's name shall be placed on the seniority list in accordance with article 13.01. The discipline or discharge of a probationary Employee shall not be subject to the just cause standard.

13.04 Identical Seniority Rating

In the event that two Employees have identical seniority, the following shall apply in descending order:

- (a) The Employee presently in the higher classification shall be considered the senior Employee;
- (b) The Employee hired into a higher classification shall be considered the senior Employee; and
- (c) The seniority ranking shall be decided by a coin toss.

13.05 Loss of Seniority

An Employee shall lose all seniority and shall be deemed to have quit and there shall be no obligation to hire the Employee in the future if he:

- (a) voluntarily leaves the employ of the Employer which is not rescinded within **two (2) working days** or submits a resignation in writing;
- (b) is discharged and is not reinstated through the grievance or arbitration procedure;
- (c) is laid off for a period of more than twelve (12) months;
- (d) is absent from work without permission for three (3) consecutive working days unless an explanation satisfactory to the Employer as determined in the sole discretion of the Employer is given by the Employee;
- (e) fails to return to work within ten (10) calendar days after being recalled from lay-off by notice sent by registered mail unless an explanation satisfactory to the Employer is given by the Employee;
- (f) is absent from work for three (3) or more working days due to sickness or disability and, if requested, fails upon return to work to provide a medical certificate from a duly qualified medical practitioner verifying such absence;
- (g) if he fails to return to work upon conclusion of a leave of absence unless his failure to return to work is for reasonable cause as determined in the sole discretion of the Employer;
- (h) if he uses a leave of absence for alternative employment without the consent of the Employer; or
- (i) if he fails to complete a medical examination by a qualified medical practitioner when requested by the Employer pursuant to article 20.03.

ARTICLE 14 – HOURS OF WORK

- 14.01 The following is intended to set out the normal hours of work and overtime and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week.
- 14.02 The normal hours of work shall be forty (40) hours per week for full-time Employees, inclusive of meal periods. It is understood that Employees may, as a part of their regular duties, supervise clients during the Employees' meal periods.
- 14.03 **Part-time employees are employees who are regularly scheduled to work a set number of hours that are up to thirty (30) hours per week.**
- 14.04 The Employer shall endeavour to schedule Employees with two (2) consecutive days off each week twice in a three (3) week period and one (1) weekend off in a three (3) week period. The weekends off is not applicable to Employees hired specifically to work weekends.
- 14.05 Employees may be permitted to exchange shifts with other Employees classified at the same level with prior approval of their Supervisor. Such approval will not be unreasonably withheld.
- 14.06 Unless notified beforehand not to report for work, an Employee reporting for work at her scheduled starting time where no work is available shall be paid a minimum of three (3) hours' pay on a straight time basis.
- 14.07 A schedule of the hours and days of work of each Employee shall be posted in an appropriate place at least one (1) month in advance. Once posted, the shift schedule may only be altered by the Employer with two (2) weeks' notice except in the case of an emergency in which case the Employer will advise the Employee as far in advance as may be practicable. The schedule may be altered at any time upon mutual consent.
- 14.08 Employees will be granted a fifteen (15) minute rest period for each completed half shift.
- 14.09 When an Employee is required to attend a staff meeting on a regularly scheduled day off, she will be paid a minimum of three (3) hours' pay on a straight time basis.
- 14.10 No more than six (6) consecutive days of work shall be scheduled without a day(s) off.

ARTICLE 15 – PAID HOLIDAYS

15.01 Subject to article 15.04, Employees will be entitled to be off work with pay on the following public 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	

15.02 Employees who are not required to work on the above holidays shall receive holiday pay as calculated under the formula prescribed under the Ontario *Employment Standards Act, 2000*.

15.03 Employees who are required to work shall be paid their regular pay for hours worked plus receive compensatory time off at the rate of time and one-half for all hours worked.

15.04 In order for an Employee to be paid for a statutory holiday, she must have worked her regularly scheduled shift before and after the holiday unless on an approved leave, including but not limited to vacation and sick leave.

15.05 When a holiday falls within an Employee's scheduled vacation and the Employee qualifies under Article 15.04 for holiday pay, she shall receive an additional day off with pay at a time to be scheduled by the Employer and the Employee.

15.06 Employees shall be additionally entitled to three (3) special leave days off with pay each calendar year. Such special leave days shall be taken on a date mutually agreed in advance between the Employee and the Employer. Employee requests shall not be unreasonably denied.

15.07 An Employee shall be granted leave for a religious holiday, upon written request to the Employer at least two (2) weeks prior to the date of the religious holiday. An Employee may use compensatory time, vacation, or may request substitution of the next public holiday following the religious holiday.

15.08 The parties agree that wherever practicable, full time Employees shall be given either Christmas Day or New Year's Day off in the same holiday period.

ARTICLE 16 – VACATIONS

- 16.01 Employees are entitled to an annual vacation with pay as follows:
- (a) within the first two (2) years of continuous employment = ten (10) days
 - (b) three (3) years of continuous employment and beyond = fifteen (15) days
- 16.02 Employees will not be permitted to take vacation until after the successful completion of their probationary period, unless otherwise mutually agreed to in writing.

ARTICLE 17 – LEAVES OF ABSENCE

17.01 Personal Leave

The Employer shall grant leave of absence of up to twelve (12) months without pay for legitimate reasons, provided that the Employer receives at least two (2) months' advance notice in writing (except in cases of emergency) and provided that such leave may be arranged without undue inconvenience and disruption to the normal operations and services provided by the Employer. The granting of such leaves shall not be arbitrarily denied. Employees when applying must indicate the reason for the leave of absence, the date of departure and the expected date of return, copied to the Union. The Employer will reply to the request in writing, copied to the Union.

17.02 Pregnancy, Parental and Other Statutory Leaves

Employees shall be granted pregnancy, parental and other statutory leaves of absence in accordance with the provisions of the Ontario *Employment Standards Act, 2000*, as amended and its successor legislation.

17.03 Employment During Leave of Absence

Employees who are on a leave of absence for any reason shall not engage in any gainful employment while on such leave, and if an Employee does engage in gainful employment or secures other income for his/her services without the prior consent of the Employer, will forfeit all seniority rights and shall be deemed terminated.

17.04 Bereavement Leave

An Employee shall be granted a leave of absence without loss of wages, benefits or seniority in the event of death of a loved one on the following basis:

- (a) For a parent, spouse, child of the Employee, brother or sister, a mother-in-law, father-in-law, grandparent, spouse's grandparent, grandchild, step-parent or step-child, five (5) working days' leave;
- (b) For an aunt, an uncle, a sister-in-law, brother-in-law, step-brother, step-sister, or other significant person, one (1) working day's leave. Should the one (1) working day allowed not provide adequate time for travel, the Employee may make application for special consideration.
- (c) An Employee shall be entitled to one (1) working day with pay to be a pallbearer provided that this provision is not used by any single Employee more than once in any calendar year.
- (d) In the event that a familial relationship is not captured in paragraphs (a) or (b) above, the Employer may grant a leave of absence on a case-by-case basis.**

17.05 Jury and Witness Duty

An Employee called for jury duty or subpoenaed as a witness shall receive for each day absent from regularly scheduled working hours, her regular pay for her regularly scheduled working hours, providing the Employee furnishes the Employer with a Certificate of Service signed by the Clerk of the Court and pays to the Employer the pay for jury service, excluding payment for travelling, meals or other expenses.

17.06 Union Business

Leave of absence for Union business shall be granted without pay for up to an aggregate maximum for all Employees, of twenty (20) days during each calendar year of this Agreement. The granting of this leave shall be subject to the following:

- (a) Not more than two (2) Employees will be absent at any time;
- (b) Every reasonable effort will be made to provide the Employer with eight (8) weeks' advance notice in writing. Minimally, however, such notice will be provided at least four (4) weeks in advance.
- (c) The Employee's wages and benefits will be continued by the Employer and the Union will reimburse the Employer for all such wages and benefits paid to, or in respect of, the Employee who is granted the leave.

ARTICLE 18 – JOB PROMOTIONS, VACANCIES AND TRANSFERS

18.01 Posting Requirement

When the Employer determines that a permanent vacancy in the bargaining unit exists, the Employer agrees to post notice of such a vacancy for seven (7) calendar days.

Notice of such a vacancy will be posted and e-mailed to All Staff. At the same time vacancies can be advertised externally to expedite the process, however, qualified internal applicants, will be reviewed, interviewed, considered and the internal process will be completed before external applicants are considered.

Non bargaining unit Employees may apply through the job posting procedure for a vacant position in the bargaining unit. Their applications will be considered as external to the bargaining unit.

18.02 The candidate who has the greatest knowledge, experience, qualifications, ability and skill to fill the vacancy immediately shall be selected. Where two or more candidates are equal with respect to those factors, seniority shall be the determining factor.

18.03 A successful applicant shall be given a trial period of sixty (60) days. Conditional on satisfactory performance as determined by the Employer, the Employee shall be declared permanent. In the event that the successful applicant proves unsatisfactory during the trial period, or if he/she is unable or unwilling to continue in the position, he/she shall be returned to his/her former position.

18.04 An Employee who has successfully bid on a vacancy need not be considered for further posted permanent vacancies until they have completed their probationary period.

18.05 The Employer agrees that it will not transfer an Employee to a position outside of the bargaining unit without the Employee's consent. **Seniority shall be reinstated upon the Employee's return to their bargaining unit position, provided the secondment does not exceed three (3) calendar months. The transfer period may be extended upon the agreement of the parties, however in no case shall the transfer period be more than twelve (12) calendar months. Seniority shall not accrue during the period of the transfer/secondment.**

18.06 In the case of an Employee temporarily transferred to a non-bargaining unit position, seniority shall be reinstated upon return to her bargaining unit position, provided the secondment does not exceed three (3) calendar months. The transfer period may be extended upon the agreement of the parties, however in no case shall the transfer period be in excess of twelve (12) calendar months. Seniority shall not accrue during the period of the transfer.

ARTICLE 19 – LAYOFF AND RECALL

19.01 Definition of Layoff

For the purposes of this Article, a layoff refers to a permanent reduction in the workforce or in the case of part time Employees, a reduction in the regular hours of work to less than **ten (10)** hours of work per week.

19.02 Layoff and Bumping Procedure for Permanent Employees

Job security shall increase in proportion to length of service. In the event of a permanent layoff, the following procedure shall apply:

- a) The Union shall receive 6 (six) weeks' notice, if possible, in the circumstances;
- b) Employees shall receive notice as required by the Ontario *Employment Standards Act, 2000* as amended or by any successor legislation **and section 5(1)(2)(3) of Regulation 288/01 Termination and Severance of Employment.**

19.03 The Employee who has received notice that he will be laid off/bumped, has the right to either:

- (a) Accept the layoff;
- (b) Opt to retire or resign; or
- (c) Displace any Employee who has less bargaining unit seniority in the same or a lower classification in the bargaining unit if the Employee subject to layoff has the requisite degree of knowledge, education, skills, abilities, and qualifications as determined by the Employer to perform the duties of the position immediately in an efficient manner. Part-time Employees shall only be entitled to bump part-time Employees. Full-time Employees shall first bump Employees in full-time positions. If there is no available full-time position, the full-time Employee can bump an Employee in a part-time position. For the foregoing purposes only, part-time Employees will accumulate seniority on the basis of one (1) year's seniority for each 2080 hours paid in a bargaining unit position calculated from the date upon which the part-time Employee last commenced continuous employment with the Employer.

19.04 Recall

A laid off Employee shall be recalled in order of seniority provided he has the requisite degree of knowledge, education, skills, abilities, and qualifications to perform the position immediately as determined by the Employer.

- 19.05 Employees will continue to accrue seniority during layoff subject to article 13.05(c).

ARTICLE 20 – ABSENCES DUE TO ILLNESS/INJURY

20.01 Scheduling of Medical and Other Appointments

Whenever possible, medical and other appointments are to be scheduled outside of working hours.

20.02 Reporting of Absences

Any absence must be reported by the Employee to the Employer as soon as practicable but no later than five (5) hours prior to the start of the Employee's scheduled shift unless the Employee is unable to do so. If requested, an Employee must substantiate the reason(s) for any absence.

20.03 Medical Certificates

At any time, regardless of length of absence, a medical note may be requested by the Employer regarding an Employee's fitness to return to work.

When requested, for absences of three (3) or more working days, the Employee shall provide a medical note from a qualified medical practitioner verifying that the Employee was unable to work and perform the duties of his position due to medical reasons. If there is a cost to the Employee for the medical certificate, it will be reimbursed by the Employer.

Notwithstanding the foregoing, for repeated, habitual or suspicious absences as determined by the Employer, the Employer can request a medical note regardless of the length of the absence. In addition, if reasonable in the circumstances as determined by the Employer, the Employer may require that an Employee be examined by an independent, legally qualified medical practitioner at the Employer's expense.

ARTICLE 21 – OVERTIME

- 21.01 The Employer shall have the right to schedule overtime when in its discretion it is required. When not assigned to work overtime, all Employees must receive prior approval from their supervisor before working overtime.

- 21.02 When overtime is required, it shall be offered on a voluntary basis, first to the most senior Employee(s). If sufficient qualified Employees do not volunteer, the Employer may require Employees in reverse order of seniority to work overtime. The Union consents to the working of overtime in such circumstances.

- 21.03 There shall be no pyramiding of overtime or duplication of any premiums under this collective agreement.
- 21.04 Employees normally scheduled to work eighty (80) hours over a consecutive two week period shall be entitled to compensatory time off on an hour for hour basis for all hours worked in excess of eighty (80) hours in that two (2) week period up to eighty-eight (88) hours. Hours worked in excess of eighty-eight (88) hours in a consecutive two (2) week period shall be granted as compensatory time off on a time and one-half basis.
- 21.05 Compensatory time off shall be granted within sixty (60) days of end of the week in which the excess hours were worked at a time determined by the Employer. The Employer will take into consideration the wishes of the Employee. An Employee's request for time off under this Article shall not be unreasonably denied.

ARTICLE 22 – JOB CLASSIFICATION

- 22.01 If a new job is established or there is a substantial change to the existing classification, the Employer will set a rate for the new or revised job and immediately notify the Union. If this rate is acceptable to the Union, it becomes the rate for the job. If the rate is not acceptable to the Union, the Union will advise the Employer concerned, and negotiations will then take place between the parties in an effort to establish a rate which is mutually satisfactory. If these negotiations fail to produce a satisfactory rate, the rate shall be fixed by a Board of Arbitration (or sole Arbitrator) pursuant to Article 12.

ARTICLE 23 – PERSONNEL FILE, DISCIPLINE AND PERFORMANCE APPRAISALS

- 23.01 An Employee has the right to review their personnel file within five (5) working days of requesting it in writing to the Executive Director or their designate. Employees reviewing their files shall do so in the presence of the Employer.
- 23.02 A copy of any written disciplinary action that is placed in the Employee's personnel file shall be given to the Employee with a copy to the Union. A copy of a disciplinary action that has been placed in the Employee's personnel file shall be removed from the file when the Employee has completed eighteen (18) months of active service with a clear disciplinary record from the date of the last occurrence. The eighteen (18) month period shall be twenty-four (24) months for temporary Employees.
- 23.03 At any interview where the Employer confirms its actions of disciplining, suspending or discharging an Employee, the Employee shall be given the option of having a Union Representative present. The Employer shall obtain written confirmation of an Employee's decision to decline union representation. A copy of the written confirmation will be forwarded to the Union.

23.04 Performance Appraisals

Written evaluations, which are to be filed in the Employee's personnel file, shall be shown to the Employee in advance. The Employee may add the Employee's views to such evaluation before it is filed and shall receive a copy. It is understood and agreed that evaluations are not disciplinary in nature.

ARTICLE 24 – OCCUPATIONAL HEALTH & SAFETY

24.01 The Employer, the Union and each Employee shall fulfill their respective obligations regarding health and safety as prescribed by the Ontario *Occupational Health and Safety Act*.

24.02 A Health and Safety Committee shall be established which is composed of two (2) Union and two (2) Employer representatives. The Health and Safety Committee shall hold meetings every third month or more frequently if required. The Committee shall maintain minutes of all meetings, which shall be posted and copied to the Union and Employer.

ARTICLE 25 – DURATION

25.01 This Collective Agreement shall be binding and remain in effect from **August 1, 2022 to July 31, 2025** and shall continue in force from year to year thereafter unless either party gives notice to the other party of a desire to terminate or amend this Agreement. Such notice shall be given in writing ninety (90) days before the expiry date of this agreement or any subsequent anniversary date in which this agreement remains in force. Within fifteen (15) days of receipt of such notice, or upon a mutually agreeable date, the parties shall enter into negotiations in good faith and make every reasonable effort to negotiate a revised or new Collective Agreement.

ARTICLE 26 – SALARY AND WAGES

26.01 Employees shall be paid the wages set in Appendix "A".

APPENDIX “A”

Time Frame	August 1, 2022 to July 31, 2023				August 1, 2023 to July 31, 2024				August 1, 2024 to July 31, 2025			
Increase	2.75% increase to all steps				2.00% increase to all steps				2.00% increase to all Steps			
Position/Step	Entry	Step 1	Step 2	Step 3	Entry	Step 1	Step 2	Step 3	Entry	Step 1	Step 2	Step 3
CYW	\$17.57	\$18.22	\$18.86	\$19.50	\$17.92	\$18.58	\$19.24	\$19.89	\$18.28	\$18.95	\$19.62	\$20.29
Case Management	\$19.62	\$20.26	\$20.91	\$21.61	\$20.01	\$20.66	\$21.33	\$22.04	\$20.41	\$21.07	\$21.76	\$22.48
Community Support/Housing	\$19.11	\$19.75	\$20.39	\$21.03	\$19.49	\$20.14	\$20.80	\$21.45	\$19.88	\$20.54	\$21.22	\$21.88
Day Program	\$20.65	\$21.29	\$21.94	\$22.57	\$21.06	\$21.72	\$22.38	\$23.02	\$21.48	\$22.15	\$22.83	\$23.48
Mental Health and Wellness	\$20.65	\$21.29	\$21.94	\$22.57	\$21.06	\$21.72	\$22.38	\$23.02	\$21.48	\$22.15	\$22.83	\$23.48

Time Frame	Aug 1, 2019 to July 31, 2020		Aug 1, 2020 to July 31, 2021		Aug 1, 2021 to July 31, 2022	
Increase	2.75% increase to all steps		2.00% increase to all steps		2.00% increase to all Steps	
Position/Step	Entry Rate	Job Rate	Entry Rate	Job Rate	Entry Rate	Job Rate
Maintenance	\$16.88	\$17.15	\$17.22	\$17.49	\$17.56	\$17.84
Cook	\$16.88	\$17.15	\$17.22	\$17.49	\$17.56	\$17.84
Relief Staff		\$17.57		\$17.92		\$18.28

DATED at Toronto Ontario, this 21st day of September, 2023.

FOR THE EMPLOYER:

Filomena Williams
 Filomena Williams (Sep 22, 2023 11:22 EDT)

Dwight Miller
 Dwight Miller (Sep 25, 2023 08:52 EDT)

FOR THE UNION:

[Signature]

[Signature]

[Signature]

LETTER OF UNDERSTANDING #1

Between:

HORIZONS FOR YOUTH

- and -

CUPE, LOCAL 4358.04

RE: PLACEMENT OF NEW HIRES ON SALARY GRID

Placement of new Employees on Appendix A salary grid will be at the Employer's sole discretion.

DATED at Toronto Ontario, this 21st day of September, 2023.

FOR THE EMPLOYER:

FOR THE UNION:

Filomena Williams
Filomena Williams (Sep 22, 2023 11:22 EDT)

[Handwritten Signature]

Dwight Miller
Dwight Miller (Sep 25, 2023 08:52 EDT)

[Handwritten Signature]

[Handwritten Signature]

LETTER OF UNDERSTANDING #2

Between:

HORIZONS FOR YOUTH

- and -

CUPE, LOCAL 4358.04

RE: CUPE MULTI SECTOR PENSION PLAN

The Employer agrees to meet with representatives from the Union and the Multi Sector Pension Plan provider in order to review the Plan and consider the possibility of joining the Plan. Such consideration shall not be construed as agreement between the Parties to join the Plan. This meeting shall take place within six (6) months of the ratification of this agreement or at any other time mutually agreed to within the life of the Collective Agreement.

DATED at Toronto Ontario, this 21st day of September, 2023.

FOR THE EMPLOYER:

FOR THE UNION:

Filomena Williams
Filomena Williams (Sep 22, 2023 11:22 EDT)

K. Ch.

Dwight Miller
Dwight Miller (Sep 25, 2023 08:52 EDT)

K. Ch.

J. Ch.

LETTER OF UNDERSTANDING #3

Between:

HORIZONS FOR YOUTH

- and -

CUPE, LOCAL 4358.04

RE: BENEFIT COVERAGE

Eligible full time bargaining unit Employees will receive the same benefit coverage extended to non-bargaining unit Employees which may be changed from time to time by the Employer as circumstances dictate.

DATED at Toronto Ontario, this 21st day of September, 2023.

FOR THE EMPLOYER:

FOR THE UNION:

Filomena Williams
Filomena Williams (Sep 22, 2023 11:22 EDT)

K. Ch.

Dwight Miller
Dwight Miller (Sep 25, 2023 08:52 EDT)

K. Ch.

J. Ch.

LETTER OF UNDERSTANDING #4

Between:

HORIZONS FOR YOUTH

- and -

CUPE, LOCAL 4358.04

RE: RETROACTIVITY

Retroactivity on wage increases effective prior to ratification to be paid within forty-five (45) days of the date of ratification to current Employees on a separate payroll deposit, indicating the retroactivity amount separately.

All former Employees shall be sent notice by the Employer at their last known address and will have ninety (90) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former Employees.

DATED at Toronto Ontario, this 21st day of September, 2023.

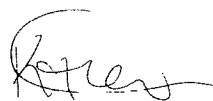
FOR THE EMPLOYER:

FOR THE UNION:

Filomena Williams
Filomena Williams (Sep 22, 2023 11:22 EDT)



Dwight Miller
Dwight Miller (Sep 25, 2023 08:52 EDT)





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