

COLLECTIVE AGREEMENT

Between

**The York Federation of Students/
Fédération des étudiant(e)s de York**

And

**The Canadian Union of Public Employees/
Syndicat canadien des fonctionnaires publiques
(Section) Local(e) 1281**

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Definitions

YFS/FÉY: As defined by the Articles of Incorporation, its Constitution and By-Laws.

Employer: The York Federation of Students as represented by its executive management team.

Union: The Canadian Union of Public Employees and its Local 1281.

Employees: Those individuals within the bargaining unit as defined in Article 3.

Spouse: For the purpose of this Agreement, spouse shall be used to designate wife, husband or common law partner, including same sex partners.

Common Law Partner:

For the purpose of this Agreement, common law partner shall include any couple having lived together for a period of one year or more.

Shop Steward:

To apply to the Union's representative, or their designate.

Time in Lieu: For the purposes of this Agreement, time in lieu means the employee may either take time off or be paid for extra time worked.

Article 1 - Purpose

The purpose of this agreement is to establish an orderly collective bargaining relationship between the Employer and its employees represented by the Union; to define clearly the hours of work, rates of pay, and conditions of work; to provide for an amicable method of settling differences which may arise; to promote the mutual interest of the Employer and its employees.

Article 2 - Employer's Rights

- 2.01** The Union recognizes the right of the employer to hire; transfer; promote; demote; relocate; lay off; recall; classify; maintain order and efficiency; determine the standards of work to be performed; establish and enforce working rules; and discipline, suspend, or discharge its employees for just cause.
- 2.02** The employer agrees to exercise such rights in a fair, reasonable and equitable manner, and in a manner, which is consistent with other provisions in this agreement.
- 2.03** Employees shall not discriminate, interfere, harass, or exercise coercion with respect to any member of the Employer by reason of age; race; creed; colour; place of origin; ethnic origin; citizenship; ancestry; native language; political or religious affiliation, beliefs or activities; gender; sexual preference or orientation; or physical disability.

Article 3 - Recognition and Job Security

- 3.01 Recognition**
The employer recognizes the Union as the sole exclusive bargaining agent for all its employees, save and except casual employees.
- 3.01 (a) Full Time Employees**
Full time employees are those who normally work at least 24 hours per week and who are not term or contract employees.
- 3.01 (b) Part Time Employees**
Part time employees are those who normally work fewer than 24 hours per week.
- 3.01 (c) Casual Employees**
Casual employees are those hired on an hourly or honorarium basis to perform duties of a temporary, short-term nature. It is recognized that the employer may, from time to time, require casual employees to supplement the regular operations of the Employer. The Employer shall not employ any individual casual employees for more than five hundred (500) hours in total in any calendar year, unless it is mutually agreed to waive this requirement. Casual employees shall not be hired so as to result in the displacement, discharge, or layoff of bargaining-unit employees, nor a reduction in the number of positions in the bargaining unit or hours of work available to those positions.

3.01 (d) Contract Employees

- (i) Additional work may from time to time arise which will be of a short-term project nature. Under these circumstances, the employer may hire temporary, full-time staff on the basis of a contract with the Union's consent. The employer will ensure that any employee hired on a contract basis shall be deemed to be a member of the bargaining unit and shall receive all the benefits and protection of this Collective Agreement and, further, such hiring be done in accordance with the provisions of this Agreement. Seniority for such positions will be accrued secondary to regular staff.
- (ii) Prior to considering applicants under this article, the Union and the Employer shall develop a written contract outlining the duties to be performed and the duration of the contract. The Employer and the contract Employee shall sign this contract, once they are hired.

3.01 (e) Term Employees

Term employees are those who work in positions, which have regular and ongoing terms and occur from year to year, which are nine months or less.

3.01 (f) Job Sharing

- (i) Upon written request from employees of the bargaining unit, the duties of a regular full-time position may be shared between two employees. No shift will be less than three (3) hours. The employer shall not unreasonably withhold permission for such job sharing arrangements.
- (ii) All written requests for job sharing shall specify the proportion of hours and duties assumed by each employee on job sharing.

3.02 Job Security

The employer and the Union share the objective of providing full-time regular employment and job security to the extent that it is possible and mutually agreeable. Term Employees will not be hired and contracting out will not be utilized so as to result in the displacement or lay off of bargaining unit members.

3.03 No Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that no duties or services performed by the employees shall be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company or non-unit employee without the consent of the Union

Prior to considering applicants or prospective contractors outside the bargaining unit, the Employer shall notify the Union in writing of the duties, which the Employer wishes to be performed by employees outside the bargaining unit or by independent contractors. In so doing, the Employer shall inform the Union of the duties to be performed, the number of hours of work, and the rate of pay or fee to be paid. The Employer shall not consider applicants or pursue contracts until and only upon receiving the Union's consent. The Union will not unreasonably withhold consent.

3.04 Retention of Rights and Privileges

Should the Employer merge, amalgamate, or combine any of its services or functions with another organization, the Employer, through whatever merger agreement might be involved, agrees that all benefits, wage rates, and conditions of employment held by the employees shall be integrated and shall not be adversely affected. In such instances, the Employer further agrees to ensure that:

1. Employees shall be credited with all seniority rights.
2. All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized.
3. All work and services presently performed by members of the Union shall continue to be performed by members of the Union.
4. Conditions of employment and wage rates shall not be less than the best provisions in effect under this agreement.
5. No employees shall suffer loss of employment as a result of the merger.
6. The Union has the right to participate in all discussions relating to the merger or affiliation.

Article 4 - Harassment

4.01 No Discrimination

The Employer agrees that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practiced with respect to any employee or applicant for employment by reason of age; race; creed; colour; place of origin; ethnic origin; citizenship; ancestry; native language; political or religious affiliation, beliefs or activities; gender; sexual preference or orientation; gender orientation; marital status; family status; parental status; number of dependants; place of residence; record of offences; place of residence; record of offences except where it relates to a bone fide qualification because of the nature of employment; Acquired Immune Deficiency Syndrome (AIDS), AIDS-related complex aids (ARC), positive Human Immune Deficiency Virus (HIV) test; handicap or disability which does not prevent the performance of the duties of the position; Union membership or activity; nor by reason of the exercise of any of the rights contained in this agreement.

4.01 (a) Tests

No Employee or applicant for employment shall be required to submit to a blood test, lie-detector test, or any other test for illness or drug dependency.

4.01 (b) Language Competence and Bilingualism

In certain instances, the Employer may want to hire an employee with a specified level of competence in French and/or English. Such requirements are perfectly acceptable in the external hiring process. However, lack of fluency in either language is not a sufficient cause for dismissal. Neither shall it be a requirement in the internal hiring process unless that position involves a substantial amount of translation.

4.02 No Harassment

PREAMBLE: The employer is responsible for ensuring that the workplace is free from harassment, and for creating and maintaining an environment of understanding and respect for the dignity and rights of each employee. The employer will not perpetrate, tolerate or condone behaviour that creates and intimidating, hostile, or offensive work environment. Such behaviour shall be considered harassment.

The Employer shall not harass employees, prospective employees or employee representatives or belittle their work in a demeaning or derogatory fashion. The Employer agrees that there shall be no form of sexual, gender, racial and /or ethnic harassment, or any harassment of the types listed in Article 4.01 exercised or practiced with respect to any employee, employee representative, or any applicant seeking to become an employee.

Harassment shall be further defined as an offensive comment and/or action and/or exclusion from that to which a person would otherwise have a right or privilege, which demeans an individual or causes personal humiliation of the types listed in article 4.01.

4.02 (a) Sexual Harassment

Sexual Harassment shall be defined as:

- i. Unwanted attention of a sexually oriented nature; or
- ii. Implied or expressed promise of reward for complying with a sexually oriented request; or
- iii. Implied or expressed threat of reprisal, actual reprisal or the denial of opportunity for the refusal to comply with a sexually oriented request; or
- iv. Sexually oriented remarks or behaviour which may reasonably be perceived to create a negative working environment; or
- v. Personal humiliation on the basis of sexual preference.

4.02 (b) Gender Harassment

Gender Harassment shall be defined as offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation, on the basis of gender.

4.02 (c) Racial/Ethnic Harassment

Racial/Ethnic harassment shall be defined as offensive comments and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation, on the basis of race, creed, colour, place of origin, ethnic origin, citizenship and or ancestry.

4.02(d) Harassment from Board Members

No employee shall be subject to harassment from Members of the Board. Any work related complaints about employees shall be directed to the employer or else will be considered harassment.

4.02 (e) Harassment Grievances

- i. Cases of harassment shall be considered as discrimination and shall be eligible to be processed as grievances.
- ii. Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will be automatically sent forward to the next step. The Grievor may use their discretion in determining at which step in article 9.04 the grievance procedure shall begin.
- iii. No information relating to the grievor's personal background, lifestyle, or mode of dress will be admissible during the grievance or arbitration process.
- iv. There shall be no reprisal of any kind because an employee complains of, or files a grievance on grounds of harassment.

4.02 (f) Harassment or Sexual Assault Leave

- i. Where an employee is harassed in or outside of work periods they may receive up to five (5) working days leave with pay upon request. In the case of sexual assault, the employee may receive up to six (6) weeks leave with pay upon request. If they are away from their residence at the time of the assault for reasons of employment, the Employer agrees to cover the cost of travel for the immediate return to their place of residence.
- ii. In situations where the employee would normally be required to deal with the alleged harasser, the Employer shall, upon request and where possible, arrange for alternate work responsibilities.

4.03 Affirmative Action Committee

The Employer and the Union agree to cooperate in formulating and implementing a program designed to ensure employment opportunity for all present and prospective employees.

To this end, a joint Affirmative Action Committee shall be established, to review all aspects of employment for evidence of differential treatment of employees by gender, race, sexual orientation or other reasons mentioned in Article 4.01, and to recommend the necessary measures for eliminating such practices. The joint Affirmative Action Committee shall consist of two (2) representatives of the Employer and two (2) representatives of the Union to examine hiring procedures and employment conditions with regard to the maintenance of equal employment opportunity. The Employer and the Union agree that their respective representatives shall consist of one (1) man and one (1) woman.

The recommendations shall deal with, but not be limited to, group welfare plans, hiring, access to educational advancement, wage and salary rates, and provisions relating to maternity and child-care requirements. The implementation of the recommendations of the committee shall become the subject of collective bargaining between the parties. The committee may also desire to hold educational sessions of mandatory or optional participation for both supervisors and employees alike.

4.04 No Barrier to Affirmative Action

Nothing in this article shall be construed as a barrier to the formulation or implementation of any affirmative action plan mutually agreed upon by the Employer and the Union.

Article 5 - Union Security

5.01 Union Membership

The Employer agrees that all employees, as a condition of continuing employment, shall become and remain members in good standing of the Union during the life of the agreement. It shall be the responsibility of the Union to convey to new employees all information concerning benefits of the Union.

5.02 New Employees

The Employer agrees to inform all new employees that a union agreement is in effect and to provide a copy of the Collective Agreement to the employee upon commencement of employment.

5.03 Union Notice of Membership

The Employer will provide the Union's Local Office with a listing of current Employees in writing, their full mailing address and contact information, position and hire dates. The Employer will include the name, phone number and email address of the Employer's Representative with this list. The Employer will inform the Union when new positions are created, removed, and when an employee leaves or is terminated. A list shall be provided in writing annually at the beginning of each calendar year, no later than February 15.

Article 6 - Union Dues

6.01 Check-off

The Employer shall deduct from every employee the amount authorized as union dues, and assessments, once per pay period.

6.02 Deductions

Bi-weekly deductions shall be made from the payroll, and forwarded once a month, not later than the fifteenth day following the end of each month, to the Secretary-Treasurer of the Union. This payment shall be accompanied by a list of all employees from whose wages the deductions have been made, such a list will include the following information: first name, last name, position, home address, home telephone number, salary, and amount of deduction.

Failure to remit deductions to the Union will fall solely on the employer and the employee will not be penalized if such a situation occurs where the employer has not remitted dues.

6.03 Members of Executive or the Board

Members of the Board, while holding office, may not be hired as employees, except as casual employees, upon approval by the executive committee.

6.04 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member the previous year.

Article 7 - Labour Management Co-operation

At the request of either party, meetings will be held between representatives of the Employer and representatives of the Union, to discuss any question, excluding grievances, which may arise in connection with office procedures, as well as any suggestions, which may be forthcoming to improve various phases of the business of the Employer. The Employer's Executive, and all employees shall be entitled to attend such meetings. If mutually agreed upon by both Union and Employer, the meeting shall be limited to two or three representatives from each party.

Article 8 - Union Representation

8.01 Authorization

No employee or group of employees shall represent the Union in any meeting with the Employer without proper Authorization of the Union. The Employer shall provide the Union with the names, addresses and telephone numbers of its personnel with whom the Union may transact business arising from this Agreement. The Union shall provide the Employer with the name(s) of the sub-local's steward(s) with whom the Employer may transact business arising from this Agreement.

8.02 Representation Rights

The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees in dealing or negotiating with the Employer. In addition, the Employer agrees to notify the employee and Shop Steward in advance of an interview for disciplinary purposes. Such representatives shall have access to the Employer's premises in order to assist in the settlement of grievances as defined in Article 9.

8.03 Bargaining Committee

Members of the Union's Bargaining Committee shall have the right to attend negotiating sessions held, when mutually agreed to by both Parties, within working hours without loss of remuneration. Except in exceptional circumstances, it is agreed that negotiating sessions will be scheduled to take place outside working hours.

- 8.03 (a)** The Union and the Employer will advise each other of the names of the members of their respective bargaining committees at the commencement of negotiations for the renewal and/or amendment of this Agreement.
- 8.03 (b)** In the event that either party wishes to meet to negotiate around or amend this Collective Agreement, the meeting shall be held at a time and place fixed by mutual agreement. However, such meetings must be held not later than ten (10) days after the request has been given.
- 8.04 Technical Information**
The Employer shall make available to the Union, on request, information required by the Union, such as job descriptions, positions in the Bargaining Unit, job classifications, wage rates, pension and welfare plans, and such other technical information and reports, records, studies, surveys, manuals, directives or documents required for collective bargaining purposes. The Union shall make available to the Employer, on request, such information required by the Employer, such as technical information, reports, records, studies, surveys, manuals, directives, or documents required for collective bargaining purposes.
- 8.05 Notice to the Union**
Where notice or reply to the Union is required in the fulfilment of the requirements of any clause of this Collective Agreement, such notice shall be in writing to the YFS/FEY sub-local steward, with a copy to the President of the CUPE/SCFP Local 1281 Any notice which does not meet this requirement shall be deemed to be null and void.

Article 9 - Grievances

- 9.01 Definition**
A grievance is defined as any difference between the employees or the Union and the Employer arising out of working conditions or concerning the meaning, application or administration of this Agreement, or any allegation that the Employer has acted in an inequitable manner, or has allowed an inequitable situation to arise and continue with respect to any matter covered by this Agreement, or any allegation that actions or situations attributable to the Employer, including those which this Agreement defines as being management's rights, involve a) discrimination on a specific ground foreseen in Article 4 of this Agreement, b) a specified improper motive, or c) lack of due process.
- 9.02 Group Grievance**
A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step One under Article 9.04; where the grievors have different supervisors, the grievance shall be submitted at Step 2.
- 9.03 Policy Grievance**
A policy grievance, defined as involving a question of general application or interpretation of this Agreement, may be initiated at Step Two under Article 9.04.
- 9.04 Grievance Procedure**
Grievances shall be dealt with in the following manner:

Step One: Where an employee has a grievance, they shall discuss the matter with Management within thirty (30) working days after they became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to the grievance, unless the grievance is an alleged violation of Article 4.02(a), in which case the discussion shall take place within fifty (50) working days. If the meeting is not satisfactory to the Grievor or the Union, the grievance may proceed to Step Two or Three as appropriate.

Step Two: Where the decision of the employer is not satisfactory, the grievance shall be submitted in writing to the Employer within ten (10) working days. The Employer shall give its decision in writing to the Grievor and the Union within ten (10) working days. If the decision is not satisfactory to the Grievor or the Union, the grievance may proceed to Step Three.

Step Three: Where the decision of the Employer is not satisfactory to the Grievor or the Union, the Union may refer the matter to Arbitration within ten (10) working days of receipt of the decision.

9.04 (a) If the Union, an employee, or a group of employees choose not to grieve a particular situation, or withdraw a grievance at any stage, such action or lack of action shall be entirely without prejudice.

9.04 (b) The time limits may be extended by mutual agreement.

9.04 (c) Where no answer is given within the time limits specified herein, the grieving party shall be entitled to proceed to the next step of the Grievance Procedure.

9.05 Replies in Writing

Replies to grievances shall be in writing at all stages. Where a grievance is denied, the reply shall include reasons for denying the grievance.

9.06 Grievances Not to be Discussed after a grievance has been initiated by the Union, the Employer shall not discuss the grievance with the Grievor without the consent of the Union.

9.07 No Contact Between Grievor and Grievee

In cases of an individual grievance where an employee is grieving an individual member of the Executive, with whom they would normally be required to work, the Employer shall, upon request, ensure that no contact between the Grievor and the Grievee shall occur.

9.08 Union Right to File

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or a group of employees, and to seek adjustment with the Employer in the manner provided for in this Article. Such grievances may be initiated at the same steps as for employee-initiated grievances, in accordance with Articles 9.02 and 9.03 above.

9.09 Technical Objections to Grievance

No grievance shall be deemed defeated or denied by any formal or technical objection. An arbitrator or Arbitration Board shall have the power to allow any necessary amendments to the grievance, in order to determine the real matter in dispute and to render a decision, which they deem just and equitable.

9.10 Original Grounds

The Employer agrees not to introduce to the grievance or arbitration procedure any document involving disciplinary action, such as written censures, letters of reprimand, or adverse reports of performance evaluation of which the employee was unaware at the time of filing the grievance.

9.11 Confidentiality

The Employer recognizes the principle of confidentiality and agrees that the identity of any Grievor(s) shall only be made available on a 'need to know' basis.

9.12 Settlement of Grievances

When a grievance has been settled, written documentation shall be made of any agreement reached and shall be signed by representatives of both parties. Any award by the Employer as a result of a settlement of a grievance shall normally take effect as of the date the incident giving rise to the grievance occurred.

Article 10 - Arbitration

10.01 Where a grievance is referred to arbitration by either party, the Union and the Employer shall each appoint a representative within ten (10) working days of notification of intent to proceed to arbitration.

10.01 (a) Both representatives shall meet within five (5) working days of appointment for the purpose of selecting a single Arbitrator.

10.01 (b) Where a single Arbitrator has been agreed upon by both representatives, the Arbitrator shall be requested, in writing, by the party requesting the arbitration, to set a place, time and date for the hearing within ninety (90) days of such request.

10.01 (c) Where the Arbitrator does not accept the request to arbitrate, or where they are unable to set a hearing within the ninety (90) days stipulated, the two representatives shall meet within five (5) working days of being advised by the Arbitrator, and shall select another Arbitrator.

10.01 (d) Where the representatives are unable to agree upon a single Arbitrator within five (5) working days of meeting for the purpose, or where two Arbitrators have been selected but declined or were unable to set a hearing within the ninety days specified, either party shall request, in writing, to the Minister of Labour of the Province of Ontario that they appoint an Arbitrator.

10.01 (e) The parties shall jointly and equally bear the fees and expenses of the Arbitrator.

10.02 Authority of Arbitrator

The Arbitrator shall hear and determine the subject of the grievance and shall issue a decision, which is final and binding upon the Parties and upon any employee or Employer affected by it.

The Arbitrator shall determine their own procedures, but shall give full opportunity to all Parties to present evidence and make representations.

The Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore the provisions of this Agreement or any expressly written amendment or supplement mutually agreed to and attached to the Collective Agreement, or to extend its duration, unless the Parties have expressly agreed, in writing, to give the Arbitrator specific authority to do so, or to make an award which has such effect.

The Parties and the arbitrator shall have access to the Employer's premises to view working conditions, machinery, or operations, which may be relevant to the resolution of the grievance.

The Arbitrator shall have the power to amend a grievance, modify penalties, and relieve against non-compliance with time limits, or any other technical irregularity.

10.03 Clarification of Decision

Should parties disagree as to the meaning of the decision of the Arbitrator, either party may apply within twenty-one days to clarify the decision.

Article 11 - Discipline

11.01 Just Cause

The Employer shall not discipline, suspend or discharge an employee except for just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the Employer.

11.02 Progressive Discipline Procedure

11.02 (a) Acceptance of Progressive Discipline Procedure

The Employer accepts and gives effect to the principle of progressive discipline by adopting the procedures set forth below. The Employer recognizes that, prior to imposing discipline, an employee shall be given a reasonable opportunity to correct the situation complained of.

11.02 (b) Failure to Comply

Failure to conform with the provisions of this article shall render the discipline, suspension or discharge null and void.

11.03 Discipline and Discharge Procedures

Prior to implementation of both Step 1 and Step 2, both the employee and the Union shall be notified so that union representation may be arranged. A meeting shall then be scheduled as soon as possible but no longer than five (5) days after the notification,

to discuss or resolve the problem. Such a meeting shall be attended by the employee involved, the union representative and two (2) representatives of the Employer. Where a satisfactory resolution cannot be reached during this meeting, a letter of warning shall be issued to the employee.

Step 1. Letter of Warning

Within ten (10) working days of the meeting, the Employer may issue a letter of warning to the employee. No discipline may be imposed on any employee who has not first been sent a Letter of Warning. Where a Letter of Warning is sent to an employee, the Union and the employee shall be the only parties to receive copies. Any reply by the employee shall become part of their record. The Letter of Warning shall state that disciplinary action may be imposed, in accordance with the procedures herein contained, following a repetition of the act or omission which is the subject matter of the complaint and/or, where the complaint concerns the standard of the employee's work, if the employee fails to bring their work up to a reasonable standard by a given date to be determined by the Employer. Such date shall give the employee reasonable opportunity to correct the problem(s) referred to in the Letter of Warning.

Step 2. Notification of Action

Before imposing discipline, the Employer shall notify the employee and the Union, in writing, of the decision to impose discipline, and shall include the reasons for such decision.

Notwithstanding the above, it is understood that the Employer reserves the right, in extreme situations, to discipline an employee for just cause without having first issued a Letter of Warning, subject to Articles 9 and 10.

11.05 Confidentiality

The Employer and the Union agree that all correspondence and meetings relating to discipline procedures shall be kept strictly confidential to the parties directly involved in the investigation and processing of the complaint.

11.06 Original Grounds

The Employer shall not discipline an employee for any reason other than those contained in the notice as set up in Step 1.

11.07 Disciplinary Files

11.07 (a) Both parties agree that an employee's service file may contain entries of a disciplinary nature and that such files shall be deemed to be evidence of progressive discipline which may be used in any directly related grievance and arbitration, subject to 11.07(b).

11.07 (b) The record of a disciplinary action and matters forming the basis of or raised during such a disciplinary action shall not be referred to or used against an employee after a period of eighteen (18) months following such an action and any material related to such matters shall be destroyed.

- 11.07 (c)** An employee shall have the right, with five (5) days' notice and with one representative from both the Employer and the Union, to review and photocopy their service file and respond in writing to any document contained therein; such reply shall become part of the permanent record. The Employer shall not release information about the employee without the employee's prior knowledge and consent.

Article 12 - Employee Rights

12.01 Picket Lines

In the event that any persons involved in any dispute who are members of a bona fide trade union engage in a strike that is authorized by their union, and maintain picket lines that are authorized by their union, the employees covered by this Agreement shall have the right to refuse to cross such picket lines. Failure to cross such picket lines or taking reasonable measures not to handle goods from an employer where a strike or lockout is in effect by members of this Union shall not be construed to be a violation of this Agreement, nor shall it be grounds for any disciplinary action. Where an employee is not reporting for work as the result of an established picket line, they shall be deemed to have applied for and been granted a paid leave of absence, to a maximum of two (2) weeks for the time involved. The Employer agrees that it shall not request, require or direct members of the bargaining unit to perform work resulting from strikes that would have been carried out by those persons on strike. An employee not reporting to work due to a picket line shall inform the Employer at the earliest possible moment.

- 12.01 (a)** Any closure of the office by the executive committee will be granted as paid leave of absence for the duration of closure, where no work is assigned.

12.02 Personal Rights

The rules, regulations, and requirements of employment shall be limited to matters pertaining to the work requirements of each employee. Employees are not required to do personal services, which are not connected with the operation of the Employer.

12.03 Union Label

The CUPE union label shall be displayed on all materials produced by members of the bargaining unit.

12.04 Employee's Right to Participate

An employee shall have the right to participate in all the Employer's meetings, its committee and sub-committee meetings, its Board Meetings and all other YFS meetings with the exception of Executive and Board meetings which deal with contract negotiations, formal grievances, and all matters concerning discipline, discharge and suspension.

Article 13 - Seniority

13.01 Definition

Seniority is defined as the length of service in the bargaining unit, and shall be used in determining preference and priority for promotions, transfers, demotions, lay-off, vacation and recall. Subject to Article 13.07, seniority shall be accrued from the beginning of the employee's current employment with the Employer.

13.02 Seniority List

The Employer shall maintain a seniority list, showing the classification and the date upon which each employee's service commenced. Seniority shall accumulate on the basis of length of service with the Employer effective from the first day of employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

13.03 Contract Employees

A contract employee shall not have seniority, however, if upon termination of their contracted employment they become a regular employee, seniority shall be effective from the first date of hire.

13.04 Term Employees

A Term employee shall accrue seniority only during the term of employment. During subsequent terms, seniority shall accrue according to the accumulated period of time worked.

13.05 Loss of Seniority

An Employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer. An employee shall only lose seniority in the event:

- i. They are discharged and not reinstated through the grievance procedure.
- ii. they resigns.
- iii. they fail to return to work within ten(10) working days following a lay-off and after being notified by registered mail to do so, unless they are unable to return due to sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.

Article 14 - Hiring, Promotion, and Staff Changes

14.01 Job Postings

When a job vacancy occurs or new positions are created, the Employer shall notify the Union in writing and post notices of the position in the Employer's Office for a

minimum of two (2) weeks in order that all members will know about the position and be able to make written application thereof. No new employee may be hired until present employees and employees on lay-off have had ten (10) working days from receipt of the posting to apply.

14.02 Information in Postings

Such notice shall include the following: nature of position, qualifications, required knowledge and educational skills, wage or salary rate or range, and any other hiring criteria as mutually agreed to by the Employer and the Union. All job postings shall state, "YFS is an equal opportunity employer" and shall state that the position is unionized.

14.03 Method of Appointment - Internal

Employees with seniority shall be the preferred candidates for all open positions. No external applicant for any position shall be considered before applicants from within the bargaining unit. No outside advertising of any vacancy shall be placed until the applications of present Union members have been fully processed. Where more than one qualified employee with seniority applies for any given position, the position shall be awarded to the applicant with the greatest seniority. Internal hiring may be waived by mutual agreement.

14.04 (a) Method of Appointment - External

Where no employee with seniority is appointed to an open position, a Hiring Committee will be established. The Committee will consist of up to two (2) representatives of the Employer and two (2) representatives of the Union. The Committee will assess each applicant and make its recommendations on the basis of criteria as stated in writing by the Employer. The Employer agrees that such hiring criteria shall be mutually agreed to by the Employer and the Union, prior to every hiring.

The Committee will shall conduct the interviews of the external applicants for the position.

14.04 (b) The Employer shall meet with the Hiring Committee not later than seven (7) days after receiving the recommendation of the Hiring Committee for the purpose of accepting or rejecting the recommendation of said committee.

14.05 Union Notification

The Union shall be notified of all appointments, hiring, transfers, lay-offs, recalls and terminations of employment in writing.

14.06 Training Period

The Employer is responsible for ensuring that an employee upon hiring is provided with proper and adequate training in the fulfilment of the duties of their position. To this end a training period of two (2) weeks is to be provided for all new full-time employees, to ensure proper introduction to the skills and techniques of the position as outlined by the current job description(s). The training period may be less if mutually agreed to by the Employer and the Union. When and where possible, this

week is to overlap with the last week of the outgoing employee. In the case where this is not possible, the outgoing employee shall be given two (2) full days with pay of uninterrupted time to produce a final report on the position occupied.

14.07 Probation Period

- 14.07 (a)** For a period of three calendar months from the beginning of an employee's employment with the Employer, they shall be considered to be on probation. Notwithstanding Article 12.01, an employee on probation does not accrue seniority; however, once an employee has passed the probation period, their accrual of seniority shall be deemed to have begun from the beginning of their employment with the Employer.
- 14.07 (b)** The Employer is responsible for ensuring that an employee on probation is provided with proper and adequate training in the fulfilment of the duties of their position, and for adequate and timely evaluation of the employee on probation's performance.
- 14.07 (c)** An employee on probation may be terminated at any time, with no right to the disciplinary procedure under Article 11, save and except (1) notice of termination shall be in writing, (2) such notice shall state with just cause the Employer's reason(s) for termination, and the employee shall be given at least ten (10) working days' notice of termination.
- 14.07 (d)** All other rights, benefits, and conditions extended to employees under this Collective Agreement shall be extended to employees on probation.

Article 15 - Lay-offs and Recalls

15 Lay-off

Whereas the parties agree it is in the best interest of both the YFS and its employees to provide and maintain full-time employment, the YFS must demonstrate financial hardship before implementing a layoff. For the duration of the current Collective Agreement, hardship shall be defined as a significant reduction in revenues from the base year ending April 30th, 2009. For the purposes of implementing this article, a voluntary reduction in revenue, i.e. refunding levy funds to students, does not constitute financial hardship.

- 15.01** A layoff shall be defined as a reduction in the work force or in regular hours of work. There shall be no reduction in the workforce or hours of work without a corresponding reduction in the work required.

When the Employer decides that circumstances require a reduction of personnel within any job, lay-off shall be on the basis of reverse seniority and Article 14.02. When a layoff occurs the work affected may not be done by any other person in or outside the bargaining unit.

Employees being laid off shall be notified in writing at least eight (8) weeks in advance of the date of lay-off. If the employee does not have the opportunity to work their

regular hours during the notice period, they shall be paid for that work which was not available.

Term Employees at the end of their term shall not normally be deemed to be laid off but shall automatically return upon commencement of the next term, unless permanent lay off notice has been served.

15.02 Bumping

Where a position is reduced or eliminated, the employee in that position may "bump" (claim the position of) any less senior employee, provided that the senior employee is qualified for that position. An employee who is "bumped" may, in turn, bump any less senior employee in a position for which the "bumping" employee is qualified.

If there is no less senior employee, an employee who is bumped may be laid off, in accordance with this Article. Written notice must be given at least four (4) weeks in advance of bumping date. Bumping employees must submit written notice to the employer stating their qualifications for the position and shall be given a reasonable training period at the Employee's expense to acquire the necessary knowledge and skills.

In order for an Employee to be bumped the Employer must agree that the bumping Employee is qualified for the position in question. The onus is on the Employer to prove the Employee in question is not qualified. If the Employee finds the position unsatisfactory or is unable to meet the requirements of the position, they will be returned to the recall list with the same amount of time remaining as when they had left.

Term employees are not eligible for bumping rights.

15.03 Benefits During Layoff

The Employer agrees to pay the full coverage to the group insurance plans for employees during the first four (4) months of a total lay-off. After the first four (4) months of total lay-off, employees so affected shall have the option of continuing this coverage through direct payment.

15.04 Layoff Grievances

Grievances concerning layoffs shall be initiated at Step Two of the Grievance Procedure.

15.05 Seniority During Layoffs

Seniority shall continue to accumulate during the first twelve (12) months of total layoff. Employees on total layoff shall retain their seniority in the Bargaining Unit for twenty-four (24) months.

15.06 (a) Recall

Where a vacancy occurs in any position following a reduction of personnel as a result of which an employee has been laid off, and where that employee retains seniority in accordance with Article 12, the employee so affected will be offered the opportunity

to fill the vacant position, subject to that employee being qualified to fill the vacant position. Such recalls shall be on the basis of seniority.

- 15.06 (b)** Employees being recalled shall be notified in writing, by registered mail, at least one (1) month in advance of the date of the recall. If the employee fails to notify the Employer, in writing, of their intention to return to work within ten (10) working days of receiving the recall notice, they shall forfeit their seniority rights. It shall be the responsibility of the employee to keep the Employer informed of their current address. This also applies to term employees being recalled.

Article 16 - Holidays

16.01 Employees shall be given the following paid holidays:

Victoria Day; Good Friday; Easter Monday; Canada Day; Family Day; Civic Holiday; Labour Day; Thanksgiving Day; National Day for Truth and Reconciliation; two weeks during Christmas Break, normally ending at the beginning of the Winter term; two non-specific holidays during the summer term; all federal statutory holidays, provincial holidays, and municipal holidays proclaimed for the employment area; and such others as are proclaimed holidays by the federal or provincial government. Additional holidays shall be subject to negotiations between the Union and the Employer.

Such holidays shall normally be taken on the day they occur, with the exception of the National Day for Truth and Reconciliation, which will be taken on an alternate day designated by the employer.

The working day prior to paid holidays shall be a 10-4 working day if the holiday falls on a Friday or Monday, otherwise it will be taken on an alternate day designated by the employer.

- 16.02** In the event that a holiday occurs on a Saturday or Sunday, the Monday following shall be considered the holiday, except where the Saturday or Sunday falls within the December 23 to January 1 period.
- 16.03** The Employer recognizes that an employee may, for religious or cultural reasons, wish to observe holidays other than those listed in 16.01. In such cases, and subject to advance written notice, the employee shall be entitled to observe such alternate holidays.

Article 17 - Vacations

17.01 Full-time employees shall be entitled to an annual vacation with pay on the following basis:

- i) in the first year of employment with the Employer, two (2) weeks;
- ii) in the second and third years of employment, three (3) weeks;
- iii) in the fourth year of employment, four (4) weeks;

- iv) in the fifth to ninth years of employment, five (5) weeks.
- v) In the tenth and subsequent years of employment six (6) weeks

An employee shall normally only take their first vacation after six (6) months of continuous employment with the Employer.

- 17.02** All other employees, where applicable, shall receive 4% vacation pay per cheque, in lieu of vacation time.
- 17.03** Vacation not taken before the employee anniversary date with a maximum of 2 weeks of entitlement shall be added to the vacation period of the subsequent year. A maximum of 1 week will be paid out at the beginning of each fiscal year. Vacation leave may be taken in advance of entitlement with the approval of the Employer.
- 17.04** Where the annual vacation period cannot be reasonably be taken the employee may waive actual vacation in excess of three (3) weeks, taking only vacation pay owed.
- 17.05** **Scheduling**
All requests for vacation schedules shall be made in writing to the Employer, indicating the dates being requested. Vacation schedules shall be granted first on the basis of seniority among those employees having children who attended school during the preceding Spring and secondly, on the basis of seniority of those who did not have children attending school in the preceding Spring, if such vacation is requested during the months of July and August. The Employer and employees shall co-ordinate the vacation schedule. The employer must respond in writing within 10 business days of the request.
- 17.06** An employee shall be entitled to receive their vacation in consecutive weeks.
- 17.07** Sick leave will be substituted for vacation where an illness or accident occurs while an employee is on vacation.
- 17.08** When a holiday falls within an employee's vacation period, their vacation shall be extended by one (1) day, either at the beginning or end of the vacation period, at the employee's choice.
- 17.09** **Unused Vacation Entitlement**
At the time of total layoff, termination or resignation, an employee shall be entitled to be paid for all vacation entitlement not yet taken.

Article 18 - Sick Leave

- 18.01** **Definition**
Sick leave is the period of time an employee is absent from work with full pay and benefits by virtue of being sick or disabled, exposed to a contagious disease, or under compulsory quarantine, under examination or treatment of a physician, chiropractor, naturopath, or dentist; or because of an accident for which compensation is not payable under the Workers' Compensation Act.

18.02 Credits

Full-time employees shall earn one and one-half (1 1/2) days sick leave credits for each month they are employed to a maximum of eighteen (18) days per year. All other employees shall earn sick leave credits on a pro-rata basis according to their hours of work.

18.02 (a) Sick-leave credits shall accrue from an employee's first day of employment and shall accrue to a maximum of 85 days. Each employee's yearly accrual will be adjusted and added at the beginning of each fiscal year. Each employee's bi-weekly report (Article 20) shall include a statement of accumulated sick-leave credits and debits.

18.02 (b) If an employee is absent from work due to a prolonged disability resulting from an accident or illness, the employee's sick-leave credit can be used for up to seventeen (17) weeks, after which Long Term Disability income, as provided for in the Benefits Plan (Article 25) shall begin.

18.02 (c) An employee may be required to produce a certificate from a medical practitioner for any absence in excess of three (3) consecutive working days, certifying that they were unable to carry out their duties. In the event that the medical practitioner charges the Employee for the certificate, the Employer will upon receiving a valid receipt, cover the cost.

18.02 (d) Upon commencement of employment with the Employer, an employee shall be credited with their first year's sick-leave accrual (e.g. for a full-time employee, 18 days). Where an employee's full- or part-time status is changed in their first year of employment, a pro-rata adjustment in her accrued sick-leave accrual shall be made to increase the increase/decrease in her first year's work time. Accrual of sick-leave credits shall be suspended until the employee commences their second year of employment.

18.02 (e) An employee unable to report for work because of illness must advise their supervisor as soon as possible. If the immediate supervisor is not available, then the employee shall advise the office that they will not be reporting for work, as soon as possible.

18.03 Borrowing Sick Leave

An employee who has exhausted their sick-leave credits shall be allowed an extension of her sick leave equal to one (1) working day for each month in which they have been employed to a maximum of ten (10) working days. The employee shall repay the extension of sick leave in full at the rate of one-half their monthly accrual.

18.04 Sick Leave Bank

The Employer shall provide one-quarter day per full-time employee, or full-time equivalent, per month, which shall be credited to the Union Sick Leave Bank. The Bank shall be at the disposal of the Union, which may, from time to time, withdraw sick days from the Bank for the purpose of, for example, extending sick leave at full pay to an employee who has exhausted their own sick-leave credits.

18.04 (a) Sick Leave Bank Accrual

Sick leave days may accrue in the Bank with no limit.

18.04 (b) Notification to the Union

Twice per year, in January and July, the Employer shall provide the Union with a written statement of the number of sick-leave days, which have accrued, to the Bank, as per the last day of the preceding month.

18.05 Sick Leave Without Pay

Sick leave without pay shall be granted to an employee who does not otherwise qualify for sick leave, provided there is a reasonable expectation that the employee is able to return to work within one (1) year of the date of application for sick leave without pay.

Article 19 - Leaves

19.01 (a) Requests

All requests for leave shall be made in writing to the Employer, indicating the time(s) and date(s) being requested. No request for leave shall be denied solely because the employee did not submit their request in time.

19.01 (b) Employees may use accrued overtime in lieu of the leave provisions described in Article 18 subject to the approval of the Employer.

19.02 Union Business

19.02 (a) Upon written request at least five (5) working days in advance, employees shall be entitled to leave with pay in order to process a grievance under this Agreement.

i) The Employer agrees to grant representatives of the Union temporary paid leave of absence from their employment in order to carry out negotiations pertaining to anything in this Agreement with the Employer, and to attend other responsibilities of the Union.

19.02 (b) Employees shall be granted paid leave of absence to attend Union functions

19.02 (c) Upon written request at least ten (10) working days in advance, employees nominated to serve on an arbitration board or as an arbitrator shall be entitled to leave without pay on the days when the board is required to meet, to a maximum of three (3) days per employee per year.

19.03 (a) Union Meetings and Conventions

Upon written request at least ten (10) working days in advance, leave with pay of up to one (1) day per meeting shall be granted to employees attending general membership meetings or conventions. Such leave with pay shall not exceed three (3) working days in a twelve (12) month period for any employee.

19.03 (b) Upon written request at least five (5) working days in advance, leave without pay shall be granted to employees chosen to represent the Union at any authorized Labour

Convention or educational seminar. Such leave is to be confined to the actual duration of the Convention or educational seminar and the necessary travelling time. Such leave shall not exceed a total of ten (10) working days in the bargaining unit. Leave of absence without pay in excess of the ten (10) working days noted above shall be granted upon written request.

19.04 Leave for Public Office

Upon written request at least four (4) weeks in advance, an employee who is elected to a full-time position with the Union or any body with which the Union is affiliated, or who is elected to public office, shall be granted a leave of absence without pay for a period of up to three (3) years. Such leave shall be renewed once for a further period of up to three (3) years upon written request at least two (2) months in advance. An employee granted such a leave of absence must give the Employer two (2) months written notice of intention to return.

19.05 Jury Leave

The Employer shall grant leave of absence to an employee who serves as a juror or witness in any court. The Employer shall pay such employee the difference between their normal earnings and benefits and the payment they receive for jury service or court witness, excluding payment for travelling, meals, and other expenses. The employee will present proof of service and the amount of the pay received.

19.06 Penitentiary Leave

- a) Not related to Employment - In the event that an employee is accused of an offence which requires a court appearance, they shall be entitled to a paid leave of absence without loss of seniority or benefits for the days associated directly to the court appearance. In the event that an employee is jailed awaiting a court appearance, they shall be entitled to an automatic leave without pay but without loss of seniority or benefits. If an employee is found guilty of a Summary Offence and sentenced one year or less, they shall receive a leave of absence without pay, seniority or benefits for the period of the incarceration. If the period of incarceration exceeds one (1) year, and if the conviction is overturned for any offence they shall be placed on the recall list upon release.
- b) Directly Related to Employment - If an employee is incarcerated as a result of taking actions as directed by the Employer, the Employer agrees to grant paid leave of absence without loss of seniority for the duration of the incarceration. The Employer shall pay all fines levied on employees by criminal courts as a result of such actions by the employee.

19.07 Bereavement Leave

Employees will be granted Bereavement Leave with full pay, as follows:

- (a) Ten (10) working days in the case of death of a child, spouse, parent, sibling, or intimate companion.
- (b) Five (5) working days in the case of death of a mother-in-law, father-in-law, grandparent or any other relative or close friend.

- (c) In cases where the Employee is compelled to travel to attend to a bereaved relative in excess of 500 kilometers one-way from their primary place of residence, the Employee will be granted an additional two (2) working days leave.

19.08 Family Care Leave

The employee shall be entitled to use their sick leave credits to provide for the needs of a member of their family who is sick. Any absence in excess of five (5) consecutive working days may require a doctor's note.

19.10 Maternity/Parental and Adoption Leave

- 19.10 (a)** A pregnant employee who wishes to continue working during the period of pregnancy shall not be denied that right.

- 19.10 (b)** Normally only after at least three (3) months of employment and upon written request at least one (1) month in advance, a leave of absence of up to two (2) years shall be granted for maternity/parental or adoption leave. In the case of maternity/parental leave, such leave may be taken at any time within the period six (6) months before and twelve (12) months after the birth of the child or coming into custody of a child.

19.11 Supplementary Employment Benefits

- 19.11 (a)** In respect of the period of maternity or adoption leave, the Employer shall make payments to the employee as follows:

19.11 (b) Supplementary Employment Benefits Plan

An employee who has applied for and is receiving Employment Insurance benefits pursuant to the Employment Insurance Act shall be paid an allowance for the supplementation of her benefits in accordance with the Supplementary Employment Benefits (SEB) Plan.

Payments under the Supplementary Employment Benefits Plan shall only be made as follows:

1. For the period between the commencing of leave and the commencing of SEB payments, the employee shall be paid ninety-five percent of her regular weekly earnings.
2. During the period when the employee is collecting Employment Insurance benefits, such period not to exceed fifteen (15) weeks for maternity benefits including the waiting period, they shall be paid the difference between her regular weekly EI rate of benefits and ninety-five percent of her regular weekly earnings.
3. The combined weekly payments received from the SEB Plan and the weekly rate of unemployment insurance benefits shall not exceed 95% of the employee's weekly earnings.

4. Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
5. Payments in respect of guaranteed annual wages or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.
6. Employees ineligible for Employment Insurance benefits are not eligible for payments under the SEB plan.

19.11 (c) Further Paid Maternity Leave

When the employee's Employment Insurance Benefits have been exhausted, the Supplementary Employment Benefits Plan shall also be exhausted, and the Employer shall pay the employee's regular weekly earnings for the period from the exhaustion of benefits until the fifteen weeks of paid leave are exhausted. Payments made in accordance with this Article are not applicable to the SEB Plan.

19.11 (d) Employees Ineligible for EI Benefits

An employee who has been employed by the employer for twenty weeks or more, but who is ineligible to receive Employment Insurance Benefits for the reason that they have not accumulated enough insurable weeks of employment to qualify to receive Employment benefits, shall be entitled to thirty weeks of maternity leave at 95% of regular pay.

19.11 (e) Employees continue to accumulate seniority and receive benefits during the entire period of maternity leave.

19.11 (f) If an employee is to be terminated or laid off following her return from maternity leave and before they are eligible for Employment Insurance benefits, the Employer agrees to make up the number of weeks necessary to ensure eligibility.

19.11 (g) The Employer shall ensure that the Supplementary Employment Income Benefits Plan in this clause is properly registered with Canada Customs and Revenue Agency. In the event the Employer fails to do so, Clause 19.11 (d) shall apply to any employee who takes maternity or adoption leave.

19.12 Parental Leave

An employee who applies for and receives Employment Insurance benefits pursuant to Maternity/Parental Leave sections of the Employment Insurance Act shall receive an allowance in supplementation of their benefits under the Supplementary Employment Benefits Plan. Payments shall be made as follows.

1. For the period between the commencing of leave and the commencing of SEB payments, the employee shall be paid ninety-five percent of their regular weekly earnings.
2. During the period when the employee is collecting Employment Insurance benefits, such period not to exceed thirty-five (35) weeks including the waiting

period, they shall be paid the difference between their regular weekly EI rate of benefits and ninety-five percent of their regular weekly earnings.

3. The combined weekly payments received from the SEB Plan and the weekly rate of unemployment insurance benefits shall not exceed ninety-five percent of the employee's weekly earnings.
4. Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
5. Payments in respect of guaranteed annual wages or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.
6. Employees ineligible for EI benefits are not eligible for payments under the SEB plan.

19.12 (a) Further Paid Parental Leave

If the employee's Employment Insurance benefits have been exhausted before the employee has taken thirty-five (35) weeks of parental leave, then the Supplementary Employment Benefits Plan shall also be exhausted; thereafter, the Employer shall pay the employee's regular weekly earnings for the period from exhaustion of benefits until the thirty-five (35) weeks of paid leave are exhausted.

19.12 (b) Employees Not Eligible for EI Benefits

An employee who has been employed by the Employer for twenty weeks or more, but who is ineligible to receive Employment Insurance Benefits for the reason that they have not accumulated enough insurable weeks of employment to qualify for them, shall be entitled to ten weeks of parental leave at the rate of 95% of full wages.

19.12 (c) Foster Parents

An employee who becomes the guardian of a child through foster care is entitled to parental leave in accordance with Article 19.12.

19.13 Emergency Leave

In the event of a bona fide emergency not covered elsewhere in Articles 18 or 19, leaves without pay of up to three days per year shall be granted upon verbal or written request. The Employer agrees that approval will not be denied solely because the employee was unable to make a written request before beginning the leave, provided that they do so as soon as practicable. In the case of a verbal request, the employee shall obtain written approval as soon as possible, a copy to be forwarded to the Employer.

19.14 General Leave

The Employer may grant, in writing, leave of absence without pay of up to one year to any employee, upon written request for adequate reason at least six (6) weeks in advance. Permission to take such a leave may not unreasonably be withheld. In any grievance involving the withholding of permission to take such leave, the onus lies with the Employer to show that permission was not unreasonably withheld. An

employee granted such a leave of absence must give the Employer three months written notice of intention to return.

19.15 (a) Personal Days

An employee shall be allowed a leave of five (5) days per annum, to be taken at any time at the discretion of the employee, to attend to their personal matters. These days may be taken singularly or all at once, are non-accruable, and reset at the beginning of each fiscal year.

19.15 (b) Health and Wellness Benefit

The Employer agrees to pay the equivalent amount of up to \$300.00 per employee per fiscal year to assist with covering the cost of an accredited fitness facility, membership, classes, equipment or subscriptions that involve health, wellness and mental wellness. Reimbursement is only entitled to the individual employee and not for any dependent(s) or spouse of the employee. The Employee seeking reimbursement is required to produce a bona fide receipt or proof of payment for purchase from a health/fitness club or accredited facility offering the health and or wellness programs. It is understood that the above list of programs is not exhaustive and the Employer will consider other programs and equipment which reasonably contribute to the mental and physical well-being of the Employee.

19.16 Compulsory Quarantine

An employee who must submit to compulsory quarantine shall be entitled to ten (10) days paid leave of absence and upon their return, will produce proof of quarantine. If quarantine extends beyond this, personal sick leave credits may be used.

19.17 Time off for Elections

Employees shall be allowed four (4) consecutive hours off before the closing of polls in any federal, provincial, or municipal election or referendum without loss of wages or benefits.

19.18 Return from Leave

Employees returning from leave pursuant to Articles 17 or 18 shall be returned to their former positions, or if the former position no longer exists, shall be returned on terms no less favourable than those enjoyed previous to such leave, at the prevailing rate of pay and with all rights and privileges and benefits as then current in the Collective Agreement.

Article 20 - Payment of Wages and Allowances

20.01 Pay-days

20.01 (a) The Employer shall pay salaries and wages in accordance with Appendix 1. Each payday, each employee shall be provided with an itemized statement of their salary and deductions.

- 20.01 (b)** Employees may, upon request and at least two (2) weeks preceding the commencement of their annual vacations receive all wages which may fall due during the period of their vacations.
- 20.02 Part-time Employees Pay and Benefits**
Part-time employees (those working fewer than twenty-four (24) hours per week on a regular basis) shall receive the wage rate for their classification in accordance with Appendix 1 on a pro-rata basis according to their hours of work. As well, part-time employees shall receive all benefits for which they are eligible on a pro-rata basis, unless specified otherwise.
- 20.03 Temporary Replacement Pay**
When an employee, on direction of the Employer, "fills in" for (i.e. "replaces") an employee in a higher-paying position for longer than two hours, they shall receive the rate of pay for that classification. When an employee "fills in" for an employee in a position paying a lower rate, their rate of pay shall not be reduced.
- 20.04 Advanced Wages**
The Employer agrees to advance, upon request, and where possible one (1) weeks salary to any regular or contracted full-time employee on the day when they commence work.
- 20.05 Post Contract Wages**
Employees contracted to work for a specified period of time are responsible to complete the work laid out in the terms of their contract unless circumstances arise that are beyond their control. Should an employee be requested to and agree to work past the period of their contract they will be paid at the same level as previous to the end of their contract.
- 20.06 Retroactivity for Terminated Employees**
An employee who has severed their employment between the termination of the date of signing of the previous agreement and the effective date of the new agreement shall receive full Retroactivity of any increase in wages, salaries and other benefits.
- 20.07 Inclement Weather**
In the event that an employee is unavoidably detained by inclement weather while on the Employer's business, the Employer agrees to continue payment of all wages and benefits for that period.
- 20.08 Mileage Allowance**
Mileage rates paid to employees using their own automobiles for the Employer's business, upon approval by the Employer, shall be:
- a. fifty cents (\$.50) per kilometre, and
 - b. the Employer shall pay the difference in auto insurance premiums for an employee who elects to use their automobile for employment purposes.

As a condition of employment, the Employer does not require anyone to own a car. When transportation is required, the employee may elect to use their car at the approved mileage rate. If an employee does not elect to use their own car, or if they do not own a car, the Employer will, if necessary, provide transportation appropriate to the occasion.

20.09 Night Travel Allowance

When an employee is called into work between 9:00 PM and 8:00AM during the summer months, and between 7:00 PM and 8:00 AM in winter months, or if an overtime or work period ends during this time, taxi service to and from the home of the employee shall be provided by the Employer.

20.10 Fees and Membership Dues

The Employer shall pay the full cost of all fees and/or membership dues of associations, societies, libraries, and other organizations incurred by employees in the exercise of their duties and functions. Such payments shall be subject to the approval of the Employer, upon written notification and explanation.

20.11 Educational Allowances

The Employer shall pay the full cost of any course of instruction, which the Employer and the Union mutually agree will assist a full-time employee in the performance of their duties.

20.12 Annual Adjustment - (COLA) Cost of Living Adjustment

Salaries will increase by the same percentage increase in the CPI (Consumer Price Index) for the city of Toronto for the year prior, calculating the annual average from April 1st of the prior year to March 30th of the following year, or 2.5%, whichever is higher. The COLA increase shall be applied on the annual anniversary date of May 1st of each year.

20.12 (a) Annual Salary Increase

All employees shall receive an annual pay increase on their employment anniversary date for the duration of this contract based on the following chart:

Year 1: three (3) %
Year 2: three (3) %
Year 3: three (3) %

20.12 (b) Salary Cap

The Parties agree on a without prejudice basis, that employees covered under this agreement will be subject to a salary cap of \$87,900.00 annually as of the date of signing of this agreement. For clarity, it is understood and accepted that employees whose salaries have reached the salary cap will still receive cost of living allowances (COLA) in accordance with the percentage increase in the CPI (Consumer Price Index) for the City of Toronto for the year prior, calculating the annual average from April 1st of the prior year to March 30th of the following year, or 3% whichever is lower.

20.13 Travel Expenses

Upon submission of valid receipts, all employees on authorized travel shall be allowed a maximum of thirty-three dollars (\$33.00) per diem. The Employer shall pay all travel costs incurred while on the Employer's business. These costs shall either be equal to bus or train fare for distances of less than six hundred (600) kilometres from Toronto, or airfare for distances beyond that limit. The Employer agrees to forward all travel expenses and per diems to the employee fortnightly, except in the case of financial emergency.

20.14 Childcare Benefits

The Employer shall pay permanent full- and part-time employees' childcare costs for children 0-12 years of age for all YFS functions which employees are required to attend outside normal working hours upon presentation of duly filled-out YFS claims-forms accompanied by receipts, up to the amounts indicated in the following schedule:

First child --> up to \$60 per day

Subsequent children --> up to \$20 per day

20.15 Late Hour Meal Allowances

The Employer shall pay ten dollars (\$10) per diem to any employee who has been requested to work greater than eleven (11) hours in one day.

Article 21 - Hours of Work and Overtime

21.01 Hours of Work – Flex time

Each employee is responsible to the Employer for the number of hours for which they are hired, to a maximum appointment of forty (40) hours per week, including one paid lunch hour for every day worked. Employees shall work at least eighty (80)% of time during normal business hours (weekdays from 10:00 am – 6:00 pm) in the office in the fulfilment of this provision. Employees who are not able to report to work at 10:00 am on any given working day, shall inform the Executive Director as well as the main office voicemail in advance. Additional alteration to work schedules can be arranged with joint approval of the Employee and Employer.

21.02 Weekly Reports

In order to carry out efficiently the provisions of this Article, each employee shall report weekly to the Executive Director, indicating the reason for number of days absent from work due to sickness, vacation, etc., and the number of hours of overtime worked during the week. The Executive Director shall show weekly reports to the Employer, upon request.

21.03 Overtime

- 21.03 (a)** Overtime begins after forty (40) hours/week and is paid or taken as time in lieu at time and a half. The employee shall have the option of either overtime pay or time in lieu. Written approval from management is required but will not be unreasonably denied.

21.03 (b) Should an employee be requested to work on a Saturday or Sunday, all hours shall be compensated for at a rate of one and a half (1 1/2) hours of pay for every hour worked. Employees shall be paid for no less than seven (7) hours worked for each Saturday and Sunday worked. Should an employee be requested to work on a designated holiday or during their vacation, the employee shall be compensated at a rate of two (2) hours of overtime pay for every hour worked.

21.03 (c) In the event that an employee has upon terminating their employment accrued paid vacation time and or overtime owing to them, they shall, upon terminating their employment, receive payment thereof equal to such accrual at a rate of pay effective immediately prior to terminating their employment.

21.04 When Employees exchange shifts with other employees they shall notify their immediate supervisor at their earliest convenience.

21.05 Remote Work

The parties agree to establish a hybrid work model, combining both on-site and remote work arrangements. Employees shall be eligible to participate in a hybrid work model consisting of four (4) days in the office and one day working remotely. The remote workdays will be determined based on the most suitable day for each employee on a semesterly basis.

21.06 Long Term Remote Work Accommodations

The Parties agree and recognize that some staff members may require long term remote work accommodations beyond the one designated remote workday in Article 21.05. Both parties understand that physical and mental health considerations, or other relevant factors may necessitate such requests. Permanent employee relocation does not meet the qualification for this accommodation.

Employees seeking long term remote work accommodations shall request a meeting with the Executive Director, in the presence of the sub-local's shop steward. An employee may be required to produce a certificate from a medical practitioner certifying that they require long term remote work accommodations. In the event that the medical practitioner charges the employee for the certificate, the employer will, upon receiving a valid receipt, cover the cost.

The Employer shall grant, in writing, such accommodations within five days of the initial request if approved. Such written accommodation shall take effect for a duration of one year. The accommodation may be extended following another meeting with the Executive Director, in the presence of the sub-local's shop steward. Approval of accommodation shall not be unreasonably withheld. In any grievance involving the withholding of approval for accommodation, the onus lies with the Employer to show that the accommodation was not unreasonably withheld.

Article 22 – Severance and Separation Pay

22.01 Severance Pay

If, as a result of the Employer ceasing part of the operations, or if by reason of any changes in operating methods, the Employer is unable to provide work for a displaced employee at the same regular rate of pay and same number of hours in a comparable class of work, the employee shall be offered two (2) months' notice/pay and severance pay. Severance pay shall be determined on the basis of four (4) weeks pay at the regular rate of the position last held by the employee and an additional four (4) weeks salary for each year of service at the current salary rate of the Employees pay for every year of completed service to the Employer. The employee shall stay in the re-deployment pool (for Employees with more than 1 year of service) and have the opportunity for recall and to be a preferred candidate for any new positions for a period of eighteen (18) months from the date of lay off.

Term Employees upon scheduled completion of their term shall not be eligible for severance.

For the purpose of implementing this Article, an employee who is fully or partially laid off with or without a recall date, or who is laid off and whose recall date is cancelled, or who is laid off for more than one day a week shall be eligible for severance pay. Partially laid off employees shall be entitled to severance pay pro-rated to the number of hours reduced from the employees regular work schedule.

22.02 Voluntary Separation

When an Employee and the Employer mutually agree to end the employment contract prior to a retirement date in return for a financial payment by the Employer to the Employee. A separation payment negotiated by the Union and the Employer may include, but is not restricted to: monetary payment, medical and RSP benefit arrangements. Monetary payment shall not be less than 1 month salary for each year of service at the current salary rate of the Employee.

The Employer and the Employee each have the discretion to refuse to agree to any particular voluntary separation agreement. The Union shall be entitled to receive all documents and to be present at any discussions and meetings between the Employee and the Employer with respect to voluntary separation.

Any voluntary separation agreement made shall have no precedent.

Article 23 - Job Descriptions and Reclassification

23.01 Job descriptions are set out in Appendix 2. They shall not be changed, nor shall new regular duties beyond those specified be added to an employee's job without the agreement of the Union.

- 23.02** Where, during the term of this Agreement, the Employer wishes to create a new bargaining-unit position not covered by Appendix 2, the job description for that position, including the rate of pay for the position, shall be subject to negotiation between the Employer and the Union. Should the Parties be unable to reach agreement, the job description may be submitted to Arbitration in accordance with Article 10.

Article 24 - Technological Change

24.01 No Dismissal

No employee shall be dismissed or suffer any other reduction in their hours of work, because of mechanization or technological changes. An employee who is displaced from their position by virtue of technological change or improvements will suffer no reduction in normal earnings and will be given the opportunity to fill other vacancies according to seniority.

24.02 Training

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by an employee or employees under the present methods of operation, the Employer shall provide training for the employee(s) affected, at the Employer's expense.

Article 25 - Benefits

25.01 Health Insurance Plan

The Employer will cause to be maintained a Dental, Long Term Disability, Life Insurance and an Extended-Health Plan, and shall pay 100% of premiums associated with such plan, excluding the premium for long term disability, for all full-time and part-time Employees who are members of the bargaining unit and who have been employed for at least three months, and their dependants and/or spouse subject to the approval of the insuring company. The Employer shall deduct the cost of the long term disability from the employees covered by the plan.

25.02 Transportation Benefit Program

The employer agrees to pay for the transportation costs of its employees on a monthly basis. In all cases the transportation cost payable by the employer will not exceed the annual cost of a regular TTC Metro Pass (currently \$156.00/month \$1872.00/year). Transportation costs can include fares for various public transit systems TTC, VIVA, GO Bus etc, and/or the cost of parking on campus.

25.03 Vision Care

In lieu of a vision-care plan, each employee and their dependents shall be eligible to receive five hundred (\$500) per year, to a maximum of eight hundred (\$800) per year per family in reimbursements for eyeglasses or contact lenses, upon presentation of valid receipts.

25.04 Canada Pension Plan

The Employer agrees to pay the Employee's contribution to the Canada Pension Plan, the employees' contribution to be deducted from the weekly payroll of each employee.

25.05 RRSP Pension Program

The Employer shall contribute toward an RRSP, chosen by the Employee, for each full-time employee. The contribution shall be five (5)% of the Employee's gross annual salary (as indicated on their preceding T4 slip), after three months of employment.

25.06 YFS Employee Loan Program

Full Time employees may take out an interest free loan from the YFS. The gross amount of the loan may not be more than ten (10)% of an employee's yearly salary. Repayment must be made by regular payroll deductions, at no less than two (2)% increments of the original loan amount. In the event of termination or lay-off the principal owing will be repaid to the YFS immediately.

Article 26 - Health and Safety

26.01 (a) The Employer shall make all reasonable provisions for the health and safety of employees during working hours, and the Union may, from time to time, bring to the attention of the Employer any suggestions in this regard.

26.01 (b) If any employee feels their safety is being compromised or put at risk by the actions of any clients of the Employer, or any visitors to the premises of the Employer, the employee shall have the right to arrange for the removal of such persons from the workplace.

Article 27 - Present Conditions and Benefits

All rights, benefits, privileges, and working conditions which employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and possessed in so far as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

Article 28 - Copies of Agreement

28.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and their rights and duties under it. For this reason, the Employer shall provide each employee and the Union with a copy of this Agreement, at no cost, within ten (10) days of ratification.

28.02 Translation of Collective Agreement

Within ninety (90) days of an employee's request the Employer shall arrange that this Collective Agreement be translated into French. Where a dispute arises over the meaning of any Article due to translation, the English version shall prevail.

Article 29 - No Strikes or Lockouts

For the duration of this Collective Agreement, there shall be no strike or lockout, as defined in the Ontario Labour Relations Act.

Article 30 - Duration of Agreement

This Agreement shall continue in force and effect from May 1, 2022 to April 30, 2027. Either party to this Agreement may, not more than sixty (60) days prior to April 30, 2027, present the other party, in writing, proposed terms of a renewal of this Agreement and/or amendments to the Agreement. A meeting shall be held within twenty days, at which time the parties will commence negotiations on the proposed amendments and/or terms of a new agreement. Failing agreement by April 30, 2027, this Agreement shall continue in force until a new agreement is executed, or until such time, as defined by the Ontario Labour Relations Act, as the parties gain the right to strike or lock out.

In witness whereof, the Parties hereto have caused this Agreement to be signed by its duly authorized representatives in the Municipality of Metropolitan Toronto this day of June, 2026.

For The Employer:

Aissata Hann
Aissata Hann (2026-07-22 15:29:15 EDT)

Aissata Hann, Executive Director YFS

For the Union:

Heather Murray

Heather Murray, CUPE National Representative

Symone Lennon
Symone Lennon (2026-07-23 10:20:23 EDT)

Symone Lennon, President YFS

Marsha Joseph
Marsha Joseph (2026-07-27 11:15:37 EDT)

Marsha Joseph, Steward CUPE L1281

APPENDIX A - Employee Wage Increases

Employees	Current Actual	Percentage Increase	New Annual as of Sept 1st	Difference (Increase)	Notes
Niraj Maharaj	\$106,217.57	3.00%	\$109,404.10	\$3,186.53	Include a 2% retroactive pay for Niraj as of May 1st, 2023. (This would be like if he had gotten a 3% increase instead of a 1% increase on May 1st, 2023)
Nila Zameni	\$83,092.60	5.12%	\$87,348.60	\$4,256.00	General Increase
Fatima Babiker	\$60,418.18	7.89%	\$65,184.00	\$4,765.82	Base 52
Jaskarn Duhra	\$55,328.00	7.69%	\$59,584.00	\$4,256.00	Base 52
Nicolas Avendano Ruiz	\$55,328.00	7.69%	\$59,584.00	\$4,256.00	Base 52
Zayd Ghunaim	\$55,328.00	7.69%	\$59,584.00	\$4,256.00	Base 52
Sofinari Grange	\$52,000.00	7.69%	\$56,000.00	\$4,000.00	Base 52
Jessie Whyte	\$52,000.00	7.69%	\$56,000.00	\$4,000.00	Base 52
Marsha Joseph	\$52,000.00	7.69%	\$56,000.00	\$4,000.00	Base 52

APPENDIX I: Seniority List (in Order of Seniority)

Niraj C. Maharaj (May 1, 2000)
Director, Student Rights and Support Services

Renelle Als-Lee (September 8, 2008)
Director, Members' Services

Nila Zameni (April 30, 2012)
Director, Design and Digital Accessibility

Cécile des Vignes (April 30, 2013)
Director, Wellness Centre

Mithilen Mathipalan (August 15, 2016)
Director, Campaigns and Equity

Jenny Sellathurai (November 20, 2017)
Director, Programming and Outreach

Nyola Matthews (September 10, 2018)
Director, Programming and Outreach

Elise Lee Lai (August 25, 2019)
Director, Clubs Services

Fatima Babiker (September 15, 2020)
Director, Health and Dental Plan

Juvairiyya Hanslod (April 25, 2022)
Director, Internal and Communications

Rate of Hire for New Employees
Effective May 1, 2022:

Year 1 Employment: \$56,000.00

(SALARY INCREASES TAKE EFFECT ON THE FIRST ANNIVERSARY OF DATE OF HIRE)

Those employees making less than \$58,271.42 at year 5 of employment, including yearly CPI increases, will be given a 5% yearly wage increase until they reach this threshold at which point they will revert back to a 3% annual increases.

Accompanying the change in starting salary are changes to the wages of current unionized employees as reflected in Appendix A – Employee Wage Increases.

APPENDIX II: Job Descriptions

Director, Member Services

Position Type: Full-time unionized.

Summary:

The Member Services Coordinator leads the YFS direct interaction with its student-members, primarily through the YFS Member Services Office, or other designated front-line facilities. The position will be supervised by the Executive Director in conjunction with the Executive Committee

Responsibilities and Duties:

- A. Responsible for the efficient operation of the YFS Member Services Office as the organization's focal point for providing information and referrals related to the resources and services it provides.
- B. Primary staff person to oversee the operation, sales and administration of:
 - a. Tickets for YFS events and other campus events and functions as determined by the employer;
 - b. Distribution of pamphlets, leaflets, or other informational devices of the YFS, the Canadian Federation of Students; and
 - c. Providing general information and referrals where required to YFS members and the York community.
 - d. The Self Serve Printing Centre.
- C. Identifies opportunities to assist in the efficient provision of information, services, and resources related to other areas of YFS, where such opportunities fall within the mandate of the Member Services Office.
- D. When time permits assist in the implementation and promotion of campaigns and services of YFS and the Canadian Federation of Students.
- E. Ensures supplies are ordered for the administration of the Member Services Office service.
- F. Prepares and reviews daily cash reports, monthly inventory reports, cheque requisitions, and other records of operation for submission to the Executive Director.
- G. Maintains and verifies cash floats.
- H. Ensures that a monthly inventory of all supplies and stock is conducted and costed and maintains awareness of current pricing issues.
- I. Periodically assesses equipment needs of the Member Services Office, researches new equipment, and makes recommendations to Management as required.
- J. Prepares and provides a detailed monthly report that includes an analysis of sales, inventories and current operating issues to Management.
- K. Monitors and directs the work of the part-time Member Services Office staff.
- L. In conjunction with Management participates in the hiring, supervising, training and disciplining of part-time personnel.
- M. Ensures that staff of the Member Services Office receives the necessary training to ensure they are adequately familiar with YFS resources and services. Works with Management on the development or proper training programs to reach these goals.

- N. Schedules all part-time personnel, monitors part-time hours and submits bi-weekly payroll records to the Executive Director.
- O. Coordinate the Good Food Box Program.
- P. Assist in the maintenance of office equipment including but not limited to Computers, Photocopiers and Printers.
- Q. Responsible for hiring and supervision of IT part-time staff.
- R. Other duties as may be from time to time assigned by the Executive.

Director, Internal and Communications

Position Type: Full-time unionized

Summary:

The Director, Internal and Communications supports the efforts of the Executive, Staff, through systems, resources, and interaction with members of the Students' Union, to allow for the efficient and effective operation of the York Federation of Students. The position will be supervised by the Executive Director in conjunction with the Executive Committee.

Responsibilities and Duties:

- A. Provide front line service to students and acts to oversee all communication including visitors, mail, queries for 9 staff and 5 executive committee members.
- B. Provides administrative and marketing support of the YFS services, campaigns, events, and for services and campaigns of the Canadian Federation of Students.
- C. Works with management on creating, maintaining, and improving upon internal office communication systems, including, but not limited to, common filing systems, databases, and archives.
- D. Assist in the maintenance of office equipment and supplies and organizational needs.
- E. Assists in membership outreach and requirement for the Students' Union.
- F. Serve as the secretary of the Board of Directors.
- G. Assist with the organization of general meetings of membership, board of director retreats and training.
- H. Supports the CRO and the Elections Committee on the coordination of all referenda and YFS general elections.
- I. Acts as the key staff resource to the annual general elections and required to oversee the administration of paper ballot elections.
- J. Maintains and updates master copy of by-laws and policy manuals.
- K. As requested by management, makes recommendations regarding YFS constitution, policy, and by-laws.
- L. Responsible for compiling and maintaining a confidential directory of personnel and ensuring privacy controls.
- M. Schedules part-time staff, process payroll and assists Management with administration of work-study or part-time employment programs
- N. Compile documentation for the annual Audit.
- O. Assist with general booking for the office.
- P. Establishes and maintains appropriate contacts of maintenance of equipment, and acts accordingly on concerns expressed from YFS personnel.
- Q. Support in the facilitation and coordination of the annual handbook, sponsorship, design, and content.
- R. Other duties as may be from time to time assigned by the Executive.

Director, Programming and Outreach

Position Type: Full-time unionized.

Summary:

The Director, Programming and Outreach will work with the YFS Executive to coordinate the programming and events of the students' union. The position will also assist with all aspects related to YFS Outreach. This position will be supervised by the Executive Director in conjunction with the Executive Committee.

Responsibilities and Duties:

- A. Assist in the planning and implementation of major events, including, Fall and Winter Orientation.
- B. Assist in the planning and implementation of all other YFS events.
- C. Assist in the facilitation of and coordination of Orientation Swag.
- D. Attend meetings of the YFS Events Committee as a non-voting member.
- E. Responsible for securing sponsorship for Orientation.
- F. Assist in advertising and promotion of the YFS including updating website and other social media networks.
- H. Assist with other administrative duties.
- I. Assist in the implementation and promotion of campaigns and services of YFS and the Canadian Federation of Students.
- J. Develops and executes strategies related to the recruitment and retention of volunteers for events
- K. Oversee the Volunteer Program and any necessary trainings, necessary resources, and administration.
- L. Other duties as may be from time to time assigned by the Executive.

Director, Campaigns and Equity

Position Type: Full-time unionized.

Summary:

The Director, Campaigns and Equity works to implement services and campaigns which seek to improve equity and defend students' right on campus. This position will also work with the YFS Community Service Groups to help them fulfill their role on campus. The position will be supervised by the Executive Director in conjunction with the Executive Committee

Responsibilities and Duties:

- A. Assists in the development and implementation of equity and education campaigns, including the development of campaign materials, involving those issues related to but not limited to, anti-oppression, inclusiveness, and quality and accessibility to education.
- B. Develops and executes strategies related to the recruitment and retention of volunteers for campaign efforts.
- C. Ensures the coordination of campaign efforts with those of the Canadian Federation of Students.
- D. Identifies equity training and development opportunities related to equity for the Board of Directors, Staff and volunteers. Develops and ensures implementation of relevant training programs and materials to address identified needs.
- E. Assists in the development of budgets for the Community Service Groups. Ensures budgets established for these areas are adhered to.
- F. Assists and acts as a resource to the Campaigns and Equity Committees and Community Service Group Council and attends meetings as required.
- G. Researches educational issues and equity issues. Develops and maintains resource information on these issues. Assists in the development of fact sheets, briefs, backgrounders, and other research documents.
- H. Coordinates, assists and supervises Community Service Groups' operations and activities, including but not limited to event coordination and campaign development.
- I. Identifies and acts on opportunities for cooperation with YFS and the Community Service Groups on relevant campaigns.
- J. Coordinates promotions and awareness to elevate the profile of the Community Service Groups.
- K. Ensures adherence to the Community Service Groups Policy and recommends to Management policies or amendments to policies related to education and equity issues.
- L. Establishes and maintains a process for orientation of volunteers and part-time employees within the Community Service Groups.
- M. Responsible for creating press releases for the YFS.
- N. Other duties as may be from time to time assigned by the Executive.

Director, Clubs Services

Position Type: Full-time unionized.

Summary:

The Director, Clubs Services will work with the YFS Executive to coordinate all aspects related to YFS Ratified Clubs. The position will be supervised by the Executive Director in conjunction with the Executive Committee.

Responsibilities and Duties:

- A. Act as the primary staff liaison between the YFS and all YFS Ratified Clubs.
- B. Coordinate the administration of club services for YFS Ratified Clubs.
- C. Coordinate Club Funding, Ratification and Renewal requests.
- D. Coordinate the printing of Club Banners for YFS Ratified Clubs.
- E. Coordinate the timely execution of Club SWAG orders for YFS Ratified Clubs.
- F. Facilitate the creation of Club Websites for YFS Ratified Clubs.
- G. Handle bookings for the Cotton Candy and Popcorn Machine for YFS Ratified Clubs.
- H. Receive and administer Club Graphic Design Requests for YES Ratified Clubs.
- I. Coordinate YFS Clubs Committee meetings.
- J. Attend meetings of the YFS Clubs Committee as a non-voting member.
- K. Ensure that YFS Ratified Clubs are following all applicable YFS by-laws and policies related to YFS Ratified Clubs.
- L. Coordinate the online clubs section on the YFS website.
- M. Coordinate the planning and implementation of YFS Clubs Town Halls.
- N. Create, maintain and archive detailed records related to YFS Ratified Clubs.
- O. Prepare reports related to all aspects of YFS Ratified Clubs upon request.
- P. Write, edit and be involved in the publication (online and/or print) of the annual Clubs Directory/Manual.
- Q. Prepare and organizes workshops and training opportunities for YFS Ratified Clubs as directed by Management
- R. Provide research on issues concerning student groups as directed by Management.
- S. When the Internal Coordinator is unavailable, assist with front desk, and other administrative duties as prioritized in conjunction with the Executive.
- T. Assist in the implementation and promotion of campaigns and services of YFS and the Canadian Federation of Students.
- U. Other duties as may be from time to time assigned by the Executive.

Director, Wellness Centre

Position Type: Full-Time unionized

Summary: The Wellness Coordinator will work with the YFS executive committee to coordinate the wellness services of the Students' Union. This position will assist with all aspects related to YFS Wellness programming and services. The position will be supervised by the Executive Director in conjunction with the Executive Committee.

Responsibilities and Duties:

- A. Responsible for the day to day management of the Wellness Centre services, which works directly with individual students who may come for assistance with mental health and wellness supports. This includes upkeeping the physical space, as well as supporting students on a case by case basis through support referrals.
- B. Assist in the planning and implementation of all YFS Wellness Centre services and events
- C. Research relevant policies, laws, regulations processes, and services relevant to mental health, wellness, and survivor support services to aid the Wellness Centre and the services and events it provides
- D. Responsible for researching applicable grants and developing relationships with Wellness, Health and Survivor focused organizations both on and off York University Campuses
- E. Coordinate the production and dissemination of materials including brochures, postcards, and webinars for greater student use in conjunction with the Graphic Design Coordinator
- F. Assist in the implementation and preparation of various equity-based and wellness-based issues and operations policies for the Federation, as well as generate recommendations for policy changes for the university administration based on student concerns that are brought forth in conjunction with the Campaigns and Equity Coordinator position
- G. Recruitment, selection, supervising and training of staff, placement students, and volunteers for the Wellness Centre.
- H. Create and maintain adequate needs assessment, risk assessment, and referral forms for students utilizing services
- I. Responsible for the advertising and promotion of the YFS Wellness Centre including updating the website and other social media platforms, and any in-person promotion necessary
- J. Keep detailed confidential records for individual students. Keep public records of the types of concerns students are bringing forth, where, and with whom.
- K. Assist in the implementation and promotion of campaigns and services of the YFS and the Canadian Federation of Students
- L. Other duties as may be from time to time be assigned by the executive.

Director, Health and Dental Plan

Position Type: Full-time unionized.

Summary:

The Health Plan Coordinator will work with the YFS Executive to coordinate and administer the YFS health and Dental Plan. The position will be supervised by the Executive Director in conjunction with the Executive Committee

Responsibilities and Duties:

- A. Answers, redirects, and returns phone calls and assists with correspondence including email at the Health Plan Office.
- B. Answers queries, and is able to assist students with information about the YFS Health and Dental Plan.
- C. Receives redirects and aids persons who visit the Health Plan Office.
- D. Does faxing, typing, data entry, filing and photocopying of Health Plan materials.
- E. Has primary responsibility for front desk service for students. Front desk duties include verifying Health Plan Student eligibility (which may require use of the University Student Records System), receiving opt-in forms, receiving payments and distributing receipts as needed.
- F. Maintains and organizes the YFS Health Plan Office.
- G. Maintain ongoing communication with Greenshield and the National Student Health Network.
- H. Coordinate implementation of Health and Dental Plan services such as, but not limited to, adding coverage, adding dependents, issuing refunds and interest reversals, issuing tax receipts and adjudicating student appeals and petitions.
- I. When time permits assist in the implementation and promotion of campaigns and services of YFS and the Canadian Federation of Students relating to the Health and Dental Plan.
- J. Other duties relating to the Health and Dental Plan as may be from time to time assigned by the Executive.

Director, Student Rights and Support Services

Summary:

The Director, Student Rights and Support Services will work with the YFS Executive to manage and operate the YFS Academic Support Centre (ASC) and the YFS Food Support Centre (FSC) on behalf of the students' union. This position will be supervised by the Executive Director in conjunction with the Executive Committee.

Responsibilities and Duties:

- A. Responsible for the day-to-day operations and management of the ASC, which works directly with individual students who come for assistance in regards to academic petitions and appeals and/or academic integrity processes.
- B. Inform students of the process and assist them in preparing for it. Where necessitated by the student and deemed necessary by the staff member, to accompany students to hearings/meetings/panels and advocate on their behalf.
- C. Keep detailed confidential records for individual students. Keep public records of the types of concerns students are bringing forth, where and with whom. Generate recommendations for policy changes in the university from these records.
- D. Be involved in recruitment, selection and training of Academic Support Centre Coordinators (ASC part-time and work study staff). Provide regular support to them and assist them in providing direct assistance to students.
- E. Provide mediation and/or other dispute resolution processes for students in conflict in regards to academic matters, as appropriate to the situation, and where it is agreed to by all parties.
- F. Responsible for the day-to-day management of the FSC which provides food banking services to individual students. Responsibility includes sourcing (purchasing), maintaining (inventory), and distributing food resources to students.
- G. Liaison with the North York Harvest Food Bank, in order to schedule, organise and receive deliveries, attend agency meetings, AGMs and provide statistics on food banking usage.
- H. Be involved in recruitment, selection and training of Food Support Centre Coordinators (FSC part-time and work study staff). Provide regular support to them and assist them in providing direct assistance to students.
- I. Primary responsibility to provide updated information (text) to the appropriate staff member/executive, in order to maintain updated information on the ASC and FSC sections of the YFS website.
- J. When time permits, assist in the implementation and promotion of campaigns and services of YFS and the Canadian Federation of Students relating to Academic Advocacy and Food Security issues.
- K. When time permits, other duties relating to the ASC & FSC may be from time to time assigned by the Executive.

Director, Design and Digital Accessibility

Position Type: Full-time unionized.

Summary:

The Director, Design and Digital Accessibility will work to coordinate, establish and execute the conceptual and stylistic direction for in-house graphic design and work with the YFS Executive to create digitally accessible experiences and interactions within and on behalf of the students' union. The position will be supervised by the Executive Director in conjunction with the Executive Committee.

Responsibilities and Duties:

- A. Responsible for designing or coordinating the design of all digital and print media, from concept to execution. This includes, but is not limited to, the design of media for campaigns, events, services, outreach and promotions, publications and the YFS website(s).
- B. Responsible for designing or coordinating the design of digital and printed media for YFS Community Service Groups and YFS Clubs.
- C. Works with the Employer in obtaining price quotes for securing contracts with printers and suppliers.
- D. Works with the Employer in developing YFS's overall look, graphic elements, and best-suited size/type style for materials for YFS services, best suited to produce the desired visual effect and the most appropriate vehicle for communication.
- E. Develops and maintains YFS's visual identity through branding. Contributes to the development of guidelines for using YFS's logos and fonts, and to the development of any associated style guides.
- F. Assists in the hiring of photographers, web designers etc., as directed and required to produce content that meets communications needs if none are appropriate or available.
- G. Be involved in the recruitment, selection and training of part-time graphic design and information technology staff.
- H. Researches and keeps current on any new or different media available to YFS for promotion.
- I. Assists in researching digital accessibility standards, best practices and regulations.
- J. Facilitates the assessment of YFS's Accessibility for Ontarians with Disabilities Act (AODA) compliance with regard to digital accessibility of e-documents, websites, videos, e-learning and other digital interactions.
- K. Works with the Employer to implement strategies that meet AODA compliance with regard to digital accessibility.
- L. Identifies opportunities to assist in the provision of information, services, and resources related to other areas of YFS, where such opportunities pertain to advancing digital accessibility best practices.
- M. When time permits, assist in the implementation and promotion of campaigns and services of YFS and the Canadian Federation of Students.
- N. When time permits, other duties that may be from time to time assigned by the Executive.