

COLLECTIVE AGREEMENT

BETWEEN

LAKEHEAD UNIVERSITY

AND

UNIFOR, LOCAL 229

July 1, 2019 to June 30, 2022

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ARTICLE 1 - GENERAL PURPOSE

1.01 The purpose of this Agreement is to secure for the University and the Union the full benefits of orderly and legal bargaining in respect to hours, wages and working conditions. This Agreement moreover seeks to provide for fair and peaceful adjustment of all disputes that may arise between the parties. It is recognized as a duty of the parties hereto and of all employees to cooperate fully, individually and collectively for the advancement of the conditions set forth herein.

ARTICLE 2 – RECOGNITION

2.01 The University recognizes the Union as the exclusive bargaining agent for all its employees at Thunder Bay, save and except supervisors, persons above the rank of supervisor, operating engineers, security personnel, academic employees, office staff, persons regularly employed for not more than 24 hours per week and students employed during the vacation period of May 1st to Labour Day.

2.02 The University may employ skilled workmen on a temporary basis on special projects, who will not be employees within the meaning of this Agreement. The University agrees that, for the duration of this Agreement, work normally performed by employees within the bargaining unit shall continue to be performed by employees within the bargaining unit, provided that this Article shall not deprive the University of the right to contract out work beyond the scope of the existing staff to perform expediently at the time. When possible, the University will advise the Unit Chairperson in advance when it will be contracting out work.

The University reserves the right to contract out work performed by the bargaining unit members in the housekeeping department who quit or retire. The University agrees, for the duration of this agreement that no bargaining unit employees, employed in the housekeeping department, employed on the date of ratification of this agreement, shall be laid off or terminated as a result of the employer contracting out bargaining unit work of the housekeeping department.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes the right of the University to hire, lay off, promote, demote, transfer or suspend or otherwise discipline or discharge an employee for just cause subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.

3.02 The Union further recognizes the exclusive right of the University to operate and manage its affairs in all respects in accordance with its obligations and to make and alter from time to time rules and regulations which shall not be inconsistent with the provisions of this Agreement. The Committee of the Union shall be informed of any changes as outlined in this paragraph and such changes shall be posted on bulletin boards for five (5) days to give the employees time to acquaint themselves with these changes before they take effect.

ARTICLE 4 - RELATIONSHIP

4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced by either party with respect to any member of the bargaining unit in any matter with regard to conditions of employment as provided in this agreement based on the prohibited grounds as defined in the Ontario Human Rights Code.

4.02 It is agreed that there shall be no solicitation of members, collection of dues, or other Union activities on the premises of the University during working hours except as specifically provided for in this Agreement.

4.03 It is agreed that the Unit Chairperson and Shop Steward shall be given the opportunity of interviewing each new employee upon completion of thirty (30) days' employment and prior to the completion of their probationary period for the purpose of informing such employee of the existence of the Union, its dues and other information that is in this Agreement and have such employee sign an application for membership in the Union and the authorization card dues deduction. Such interviews shall not exceed ten minutes.

4.04 The University shall advise the Union monthly of the names of new employees hired.

4.05 Upon request, a Union Representative may visit the University premises for the purpose of participating in the settlement of a grievance.

4.06 Access to Records:

a) There shall be one official file maintained in the Office of Human Resources for each employee.

b) Employees shall have a right of access to their records administered by the Office of Human Resources for the purpose of ensuring accuracy and completeness. Access is gained through advance written notice of five (5) calendar days to the Associate Vice-President, Human Resources.

c) An employee having had access to their records may request corrections of or amendments to the contents of any such records. If the request is denied they may submit a notation indicating their disagreement.

d) Any reprimand or warnings given in writing and becoming part of an employee's file shall be destroyed after twenty-four (24) months has elapsed, providing another warning or reprimand relating to a similar offence has not been given within that period.

e) Notwithstanding the above, in the case where an employee having been suspended and incurs any subsequent disciplinary action, the parties shall meet to agree upon an extension to the date the original suspension would have otherwise been removed.

Employees may have copies of documents in their personal files reproduced at their own expense.

ARTICLE 5 - UNION SECURITY AND DUES DEDUCTION

5.01 As a condition of employment, all employees shall become members of the Union on completion of their probationary periods. Probationary employees shall pay equivalent union dues commencing the first full month of employment. They shall remain members in good standing as long as they are employed by the University.

5.02 The University shall deduct monthly from each employee the amount of regular union dues, fees and assessments as established by the Local Union. The amount of such dues shall be certified to the University by the Financial Secretary of the Union.

5.03 The Union shall notify the Associate Vice-President, Human Resources in writing of any authorized change to regular union dues, fees and assessments at least twenty (20) working days prior to the effective date of the change. If such deductions require modifications to the University payroll system, the parties will meet to discuss and mutually agree to such changes.

5.04 The amounts so deducted shall be remitted to the Financial Secretary of the Union before the end of the month in which such dues are deducted.

5.05 The University will at the same time of forwarding each remittance provide the Union with a statement showing the names of those employees from whose pay the deduction was made and the period for which these deductions were made.

5.06 The Union will indemnify and save harmless the University from any claims and disputes by reason of its acting hereunder.

5.07 The University shall include on each employee's T4 income tax form the total amount of union dues deducted by the University.

ARTICLE 6 - STRIKES AND LOCKOUTS

6.01 The Union agrees that during the term of this Agreement there shall be no strikes, suspension or slowdown of work, picketing or other interference with the operation of the University's business and to this end the Union will take affirmative action to prevent an employee from engaging in any such activity.

6.02 The University agrees that there will be no lockout of employees so long as this Agreement is in effect.

ARTICLE 7 - PROBATIONARY PERIOD

7.01 All new employees shall be considered probationary employees for a period of three (3) months following date of last hire. Where deemed necessary, the probationary period for an employee may be extended by mutual agreement for a further one (1) month. The Union shall be advised in writing of the University's intent within the initial three (3) month probationary period. Agreement to extend probationary periods will not be unreasonably withheld.

7.02 The discharge, dismissal, termination or layoff of a probationary employee is within the sole discretion of the University. Such discretion shall not be exercised in a discriminatory, arbitrary or capricious manner. This shall be a lesser standard for the purposes of s.43.1(2) of the Labour Relations Act.

ARTICLE 8 - SENIORITY, LAYOFF AND RECALL

Seniority

8.01 a) The first three (3) and up to four (4) months of an employee's service in accordance with the terms of this Agreement shall be considered a probationary period. Upon completion of the probationary period, an employee shall be entered on the seniority list as of the date of the start of the probationary period.

b) i) Departmental Seniority shall be defined as length of service within a particular department in the bargaining unit.

ii) Bargaining Unit Seniority shall be defined as length of service in the bargaining unit.

iii) Service shall be defined as length of total employment with the University.

8.02 The University agrees to consider the seniority of employees in making promotions, demotions, transfers, staff reductions, rehiring and shift preference.

8.03 In all cases of promotion, demotion, transfers, layoffs and shift preferences, the senior employee shall be given preference after consideration of the following factors: posted qualifications, knowledge, experience, previous work record and ability to perform the normal requirements of the job. Where seniority is an issue between two or more employees, the University shall first rank the employees in order of departmental seniority for the purpose of determining the senior employee. In the event of a tie or if neither employee has seniority in the department in question, their bargaining unit wide seniority shall be the determining factor for seniority ranking.

8.04 When the University deems that a written test is necessary to assist in the selection process, the testing material will be reviewed in advance with a designated representative of the Union.

8.05 Seniority lists shall be posted on the agreed-upon bulletin boards by the University upon the signing of this Agreement and amended every six months thereafter. Copies of the seniority lists will be supplied to the Shop Steward and the Union office. Upon the posting of the seniority lists, employees shall have thirty (30) days in which to file complaints against their seniority standing to Human Resources, and if no complaints are filed it is deemed that the seniority lists as posted are correct.

Layoff and Recall

8.06 In the event of layoff, the University shall lay off employees in the reverse order of their seniority within their department providing that there remain on the job employees who then have the ability to perform the work.

8.07 a) The University agrees that, should it develop a plan that could result in a layoff, reduction or increase in bargaining unit positions, it will notify the Chairperson of the Union one (1) month in advance of the changes. Upon request of the Union, a Union/Management Committee meeting would be arranged to discuss such plans prior to implementation.

b) In the event of permanent layoffs, the University will provide the Union with two (2) months' notice, and meet with the Union/Management Committee to discuss reasons for the layoffs and attempt to find alternatives.

c) Individual employees who are permanently laid off shall be provided with one week's notice per full year of service to a maximum of eight (8) weeks with a minimum of two (2) weeks' notice.

d) Employees who are permanently laid off shall receive severance pay from the University in the amount of one week's regular pay for each year of employment to a maximum of twenty-six (26) weeks' pay.

e) A temporary layoff is the layoff of a full time employee for a short term period of up to a maximum of fifty (50) working days. Employees will be provided notice in the event of temporary layoff.

8.08 In determining the order for layoff, the Shop Steward shall rank seniority over all employees within the same department and the Unit Chairperson shall rank seniority over all Shop Stewards. This seniority ranking provision does not apply:

a) where the Shop Steward or Unit Chairperson is the only employee within a given department; or

b) where the University's operating requirements would be unduly prejudiced by the application of this provision.

8.09 An employee who is subject to lay-off shall have the option to exercise their seniority for the purpose of bumping per the following steps:

a) bump the junior employee working on the same shift within the same Department, or

b) bump the most junior employee in the same department or classification.

In the event the employee's seniority does not provide bumping entitlement in a) or b) above, the employee may bump the most junior employee in the bargaining unit, provided that the displaced employee meets the requirements of the job being performed.

The most junior employee displaced by the exercise of bumping may be laid off.

Notwithstanding the above, an employee may elect lay-off in lieu of exercising their bumping right.

8.10 No new employee shall be hired until those laid off for two (2) years or less have been given an opportunity to return to work in their respective departments and have failed to notify the University of their intention to do so, in accordance with the provisions which immediately follow, or have been found unable to perform the work available.

8.11 It is the sole responsibility of the employee who has been laid off to notify the University of their intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail addressed to the last address on record with the University (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within seven (7) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee is solely responsible for their proper address being on record with the University.

Where the employee fails to notify the University or to return to work in accordance with the provisions of the immediately preceding paragraph, they shall lose all seniority and be deemed to have quit the employ of the University.

8.12 In the event that a layoff commences on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.

ARTICLE 9 - LOSS OF SENIORITY

9.01 An employee shall lose their seniority standing (subject to complaint or grievance procedure) and their employment shall be terminated for any of the following reasons:

a) if the employee voluntarily leaves the employ of the University, retires or is retired under the terms of the University Pension Plan;

b) if the employee is discharged and not reinstated pursuant to the provisions of the grievance procedure herein defined;

c) if the employee has been laid off for more than two (2) years;

d) if the employee has been laid off for more than two (2) weeks and fails to signify within three (3) working days after they have been notified to return to their employment by the University by registered mail addressed to their last known address or fails to return to work within seven (7) working days of such notice.

e) The inability of an employee to work by reason of illness or accidental injury shall not result in the loss of seniority rights during a period of two (2) years and such

period may be extended by consent of both parties. Any correspondence related to the individual's employment status under this article will be forwarded to the Unit Chairperson. The parties agree that this clause will be interpreted in accordance with the Ontario Human Rights Code.

9.02 It is the responsibility of each employee covered under the terms of this Agreement to advise the Office of Human Resources and the Union Office of his current residential address and telephone number.

ARTICLE 10 - SHOP STEWARD

10.01 The Union shall have the right to appoint one (1) Unit Chairperson to represent the bargaining unit covered under the terms of this collective agreement. In addition to a Unit Chairperson, the Union shall have the right to appoint up to five (5) stewards who shall be entitled to represent all full time employees. The Union shall notify the Employer in writing of such stewards.

10.02 The Unit Chairperson and other stewards will be allowed reasonable time off to carry on Union business only as such business pertains to this Agreement. To conduct such business, the stewards shall obtain the permission of their supervisors before leaving their jobs or work areas and shall notify their supervisors upon their return. Such permission shall not be unreasonably withheld.

10.03 Subject to the approval of the Director of Physical Plant or Director, Residence Services and upon written request at least ten (10) working days in advance (where possible), a leave of absence without pay and without loss of position or seniority may be granted to employees selected by the Union as delegates for legitimate union business such as conventions, conferences or special meetings.

10.04 The Employer will recognize a negotiating committee which shall consist of four (4) employees or less, selected by the Union. More than one (1) employee from a department would require written approval of the Associate Vice-President Human Resources.

The employer shall be notified of the names of employees selected for this committee. All members of the committee shall be regular employees of the University who have acquired seniority.

The employer shall pay the regular wages to such employees up to a maximum of forty (40) hours of collective bargaining.

10.05 Union/Management Committee: The Union/Management Committee shall be made up of equal numbers of representatives selected by each party. There shall be at least two (2) members present from the Committee of the Union. Meetings will be scheduled for the first Tuesday of every month, provided that either party presents an agenda to the other party by the preceding Tuesday.

ARTICLE 11 - HOURS OF WORK

11.01 The regular work week for all employees shall be forty (40) hours per week inclusive of lunch time. Such forty (40) hours to be worked in a five (5) day period of eight (8) hours each with two (2) consecutive days off per week.

The hours of work shall be defined as follows:

6:00 a.m.	to	2:00 p.m.
7:00 a.m.	to	3:00 p.m.
8:00 a.m.	to	4:00 p.m.
4:00 p.m.	to	12:00 midnight
6:00 p.m.	to	2:00 a.m.
10:00 p.m.	to	6:00 a.m.

11.02 A shift of 9:00 a.m. to 5:00 p.m. shall be applicable to Housekeeping only.

11.03 Employees (excluding Housekeeping) hired before July 1, 1991 will not be assigned without their agreement to a regular shift containing Saturday and Sunday hours or a shift other than 8:00 a.m. to 4:00 p.m.

11.04 Each eight (8) hour shift includes one twenty (20) minute lunch break and two ten (10) minute rest periods. All lunch breaks and rest periods must be taken on the University premises unless alternate arrangements are made in advance with the

immediate supervisor. The specific times for lunch breaks and rest periods shall be determined by the immediate supervisor.

Lunch breaks and rest periods shall be taken in an area that ensures staff will be compliant with designated breaks. Breaks and rest periods may not be accumulated for later use (i.e. to extend lunch breaks/rest periods, arrive late, and leave early). Rest periods may not be combined to allow for a half hour rest period.

11.05 Modified work-days or work-weeks can be proposed by the employee or the employer. Provided the proposal is acceptable to the employee, the supervisor and the Director of Physical Plant or Director, Residence Services, the modified work-days or work-week shall be granted. The hours worked shall be on average equivalent to the regular work week. Limits may be placed on the time involved in modified work and the number of employees who may participate at any given time.

11.06 For those employees having an assigned area of work, they shall remain in such areas during their hours of work. In the absence of emergent circumstances, employees shall not vacate their assigned area during hours of work without the approval of their supervisor.

11.07 Employees will be performing duties specific to their work assignment upon the commencement of their shift and shall continue to perform such duties until the conclusion of their shift save and except during lunch breaks and rest periods as stipulated in Article 11.04.

ARTICLE 12 - OVERTIME

12.01 Authorized work performed in excess of eight (8) hours per day or forty (40) hours per week shall be paid for on the following basis:

a) Monday through Saturday - time and one half (1 1/2) the employee's regular hourly rate

b) Sunday - two (2) times the employee's regular hourly rate.

For the purpose of this clause, Saturday and Sunday shall be considered the normal sixth (6th) and seventh (7th) consecutive days worked.

12.02 Any scheduled overtime work shall be distributed on a rotating basis to currently active employees according to seniority within the department concerned. Physical Plant will review and post overtime assigned quarterly on December 1st, March 1st, June 1st and September 1st of each year.

12.03 Any employee who has completed their regular day's work and is called in to work extra time shall be paid at the appropriate overtime rate as defined by Article 12.01 for their classification and shall receive a minimum of four (4) hours at this rate.

When an employee is called back to work and when the particular job and related problems have been completed, the employee shall return home. However, if the employee has worked their normal shift and logged twelve (12) additional clock hours of overtime from said callback, they shall return home for eight (8) hours of rest for health and safety reasons before returning to work. The employee could return to work the balance of their scheduled shift and any regular scheduled hours lost due to this clause shall be paid for by the Employer.

12.04 If an employee is required to work more than two (2) hours overtime which is not separated from a scheduled shift, he shall be provided with a meal allowance of \$10.00.

12.05 By mutual agreement between the University and the employee involved, equivalent time off may be granted in lieu of cash payment for overtime worked. An employee will not be allowed to accumulate more than 40 hours maximum in credits towards leave in lieu per calendar year. If mutual agreement cannot be reached, cash payment will be made. Leave in lieu shall be administered by the procedure developed and posted in Physical Plant and Residence dated December 2005.

12.06 All time in excess of twelve (12) hours continuous work in one shift will be paid at double time.

ARTICLE 13 - WAGES

13.01 The University agrees to pay and the Union agrees to accept the schedule of wage rates attached hereto as Schedule "A" during the term of this Agreement.

13.02 Regular pay days shall be every second Friday during the term of this Agreement.

13.03 If an employee is transferred to a classification that has a higher rate of pay than their present classification, they shall receive the higher rate of pay, provided they work a minimum of three (3) hours in the new classification, and the transfer shall be in writing.

13.04 The University will advise the Union as to any new job classifications which may develop and the rate of pay for such new classifications will be negotiated prior to filling this new classification. If the parties are unable to agree on the rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

13.05 All employees shall be paid the rates as set out in Schedule "A". All employees working the 4:00 p.m. to 12:00 midnight shift, the 6:00 p.m. to 2:00 a.m. shift or the 12:00 midnight to 8:00 a.m. shift shall be paid a seventy (70) cent per hour shift differential.

13.06 No supervisor or foreman shall perform any duties within the bargaining unit, except in the instance of supervisory instruction.

13.07 a) When replacement of a regular lead hand is authorized by the Director of Physical Plant or designate or Director, Residence Services that is not covered by 13.07(b), the most senior employee, working in the same department, on the same shift (subject to Article 8.03) will be awarded the position for the replacement period. For the purpose of this clause, 6:00 a.m. to 2:00 p.m., 7:00 a.m. to 3:00 p.m., 8:00 a.m. to 4:00 p.m. and 9:00 a.m. to 5:00 p.m. will be considered the same shift. Employees have the right to refuse.

b) In some circumstances the Director of Physical Plant or the Director, Residence Services may choose to post for an acting lead hand to be used in the absence of the regular lead hand.

ARTICLE 14 - JOB POSTING

14.01 a) Positions in Grounds, Shipping and/Receiving and Maintenance will be posted to be filled by bargaining unit members once approved. Positions not approved will not be filled by contracting out or be performed in another bargaining unit. All approved positions will be posted for five (5) working days on the University website and the Office

of Human Resources bulletin board. The posting will indicate the current location and hours of work with the understanding that the location and hours of work may be modified to address the needs of the University. Employees shall apply in writing to the Office of Human Resources for such jobs posted.

b) Housekeeping positions that the University has not contracted out will be posted for five (5) working days. The posting will indicate the current location and hours of work with the understanding that the location and hours of work may be modified to address the needs of the University. Employees shall apply in writing to the Office of Human Resources for such jobs posted.

14.02 If the successful applicant to a job posting is a regular employee of the University who has acquired seniority pursuant to Article 8, they shall be placed on trial for a period of three (3) months from the assumption of new duties. Where deemed necessary, the trial period for an employee may be extended by mutual agreement for a further one (1) month. The Union shall be advised in writing of the University's intent within the initial three (3) month trial period. Agreement to extend trial periods will not be unreasonably withheld.

If the employee successfully completes the trial period, they shall be confirmed in their new position and entered on the seniority list in the new department from the date of the start of the trial period. If the employee is not able to carry out the duties of their new position satisfactorily, or if they requests a return to their former position, they shall be transferred back to their former position with no loss of seniority, wages and other rights and privileges that their former position called for. Upon such occurrence, any other employee promoted because of the rearrangement of positions shall also be returned to their former position without loss of seniority and at their former wage rate, and the employer may fill the position from other applicants to the original posting or may re-post the position.

If the successful applicant to a job posting has not acquired seniority pursuant to Article 8, they shall be placed on a probationary period in accordance with the provisions of Article 7.

14.03 If an employee shall, as herein provided, acquire seniority in the new department as security against layoff and in the event that such employee is to be laid off they may, by reason of their retained seniority, return to their previous job.

14.04 A "working day" shall be defined to be Monday to Friday inclusive, but excluding paid holidays pursuant to Article 18.01.

14.05 Any employee who is interested in positions which may become vacant while they are not actively at work may leave their application with Human Resources. The employee must be available for work within fourteen (14) calendar days from the posting expiry date. Vacation days will not be included in the calculation of the fourteen (14) calendar days.

14.06 A temporary vacancy is a vacancy created by an employee's absence due to maternity leave, compensable or non-compensable illness or injury, or any other leave of absence.

a) A temporary vacancy expected to last up to three (3) months that has been authorized for replacement will be filled by a non-full time employee who is not a member of Unifor.

b) A temporary full time vacancy which exceeds or is expected to exceed three (3) months shall be posted in accordance with Article 14. The number of subsequent openings resulting from the posting of a temporary vacancy shall be offered to the four (4) most senior qualified applicants to the first posting. Should a second posting be required, it would be open to non-full-time employees only who are not members of Unifor.

c) An employee filling a temporary vacancy shall be required to serve a trial period. When a full time employee successfully completes the trial period, seniority earned during the filling of the temporary position will be entered on the seniority list in the new department from the date of the start of the trial period.

d) When a temporary vacancy occurs, a full time employee who has earned seniority in the department will be given the right of first refusal to fill the temporary vacancy based on previous seniority earned in that department. Should no employee have the right of first refusal, then the position will be posted.

e) When filling a temporary full time vacancy expected to exceed four (4) weeks, the University will inform the Union how it intends to fill the vacancy.

ARTICLE 15 - LEAVE OF ABSENCE

15.01 Bereavement Leave:

a) In the event of the death of an employee's spouse, child, parent, grandparent, grandchild, brother, sister, mother-in-law or father-in-law, an employee, except when they are on paid or unpaid leave, may be granted upon request a leave of up to three (3) days without loss of regular pay in order to attend the family member's funeral. If the employee does not attend the funeral, they may be allowed one (1) day leave without loss of regular pay for the purpose of attending an official memorial service.

b) In the event of the death of an employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law, the employee may be granted upon request a one (1) day leave of absence without loss of regular pay for the purpose of attending the relative's funeral.

c) In the event of the death of a close friend or a relative not referred to in Article 15.01(a) or (b), the employee may be granted, upon request, a one (1) day leave of absence without loss of regular pay for the purpose of attending the funeral.

d) When circumstances indicate additional time is required, permission may be granted (without loss of regular pay) by the employee's immediate supervisor and director and this permission will not unreasonably be denied.

e) When bereavement leave as per Article 15.01 a) or b) occurs during an employee's vacation period, such vacation time affected will be returned to the employee's entitlement bank.

15.02 Special Leave: An employee may be granted, at the discretion of the supervisor, special leave of up to three (3) days per year without loss of regular pay in the event of serious illness or injury of a member of the employee's family as defined in Article 15.01(a).

It is intended that "serious illness or injury" means potentially grave consequences which usually requires hospitalization or confined to bed rest. The employee shall be required to submit reasonable documentary evidence to support the absence.

15.03 Personal Leave of Absence: Leave of absence without pay may be granted to an employee for purposes of military service, health, education or any valid personal reason, at the discretion of the Director of Physical Plant, Director, Residence Services or Facility Supervisor for a personal leave of absence must be made in writing and submitted for approval through the employee's immediate supervisor to the Director of Physical Plant or Director, Residence Services at least two (2) weeks prior to the start of such leave, except in cases of emergency where such notice would not be practical.

15.04 If a personal leave of absence is granted, the duration of such leave of absence shall be established by the University in accordance with Article 15.08.

15.05 Maternity/Paternity/Adoption Leave:

a) Subject to the provisions of the Ontario Employment Standards Act, the University shall grant maternity leave without loss of seniority to any eligible employee upon request for a period of seventeen (17) weeks.

b) Maternity leave is taken without pay and may be granted at any time within eleven (11) weeks of the expected date of birth. The University may initiate the leave of absence at an earlier date if, in the judgment of the University, the employee cannot perform their normal duties adequately.

c) The employee must give their supervisor a minimum of two (2) weeks' notice in writing of the date they intend to begin their leave.

d) If the employee wishes to return to work less than six (6) weeks after the birth, they must provide a medical certificate stating that they are fit to resume work, along with one week's notice of their intention to return.

e) An employee who has completed three (3) years of full time service and agrees to return to the University for at least one year following the leave shall, for a seventeen (17) week period, have their maternity leave benefits under the Employment Insurance Act topped up to ninety-five percent (95%) of the member's regular salary.

Maternity leave with supplemental salary is granted on the understanding that the member shall return to the University. In the event that a member is unwilling or unable to make the commitment to return to the University following their leave, maternity leave shall be taken without pay.

In the event that an employee does not fulfill their obligation to return to the University, they shall be obliged to repay to the University any supplemental monies received during their maternity leave.

An employee must qualify for and be entitled to Employment Insurance Commission benefits to receive the top-up benefit and must apply for Employment Insurance benefits before the top-up benefit becomes payable. The employee shall provide the employer with proof that they are receiving such benefits.

f) Upon request, an employee who legally adopts a child, other than the child of a spouse, and provides a copy of the proposed adoption made by the employee under the Adoption Act of a child five (5) years of age or younger shall be granted a leave of absence with pay for three (3) days.

g) The non-birth parent is entitled to one (1) day of paid leave at the time of the birth of their child.

h) An employee taking paternity or adoption leave shall give the supervisor as much advance notice as possible of the taking of the leave. The employee shall confirm in writing the duration and reasons for such leave upon their return to the University.

i) An employee who is on any other form of approved leave, whether paid or unpaid, is not eligible for paternity or adoption leave.

j) The Director of Physical Plant or Director, Residence Services shall authorize unpaid extensions to maternity/paternity/adoption leaves.

An employee having completed a minimum of three (3) years of full-time continuous service and who agrees to return to the University for one year following their parental leave will be entitled to parental leave benefits topped up to 95% of the employee's regular salary for a twelve (12) week period. In the event an employee does not fulfill the above obligation regarding return, they shall be obliged to repay the University for any supplemental monies received during the parental leave.

At no point shall payments under 15.05 (e) and (j) exceed the amount of top up available under the twelve (12) month Employment Insurance rate.

For All Employees

15.06 During a leave of absence an employee shall not, without the consent of the University, engage in gainful employment. If the employee does engage in other employment without the consent of the University, he shall be dismissed without notice.

15.07 When an employee is granted a leave of absence without pay, the employer will pay all contributions on behalf of that employee to all the employee benefit programs provided for in Article 19, in respect of the entire calendar month in which the leave has been granted. The employee may maintain membership in the benefit programs in which he was enrolled immediately prior to such leave of absence without pay, provided that the benefit programs so permit and that the employee pays the total cost of the premiums to the employer.

15.08 Credits for service or seniority, vacation or sick leave shall not accrue or accumulate to an employee during the period of an unpaid leave of absence which extends beyond fourteen (14) calendar days.

15.09 Circumstances may arise whereby an employee is placed on a leave of absence without pay for medical reasons. If such employee, upon their return to work, proves unable to satisfactorily perform their normal duties for a period of at least fifteen (15) consecutive working days, they shall be returned to the leave of absence in effect prior to their return to work and such leave shall then be deemed to have continued without interruption.

15.10 Political Leave:

a) The University recognizes the right of every citizen to enter political life if they so desire. However, proper regard must be paid to the administrative, technical and service needs of the University. Leave of absence without pay will be granted to an employee seeking election to public office in the Parliament of Canada or Ontario Legislature.

b) The length of leave may vary but shall not exceed the period from the date of official filing of nominations to a date seven (7) days after the election.

c) In the event of the candidate being defeated, they will be entitled to resume their normal duties.

d) In the event of the candidate being elected to the Parliament of Canada or Ontario Legislature, they will be granted a leave of absence without pay for the term for which they have been elected. At the end of this time, if they contest a second election and are successful, they will be required to resign their position. If they are not re-elected or do not wish to stand again, they will be entitled to resume their employment with the University but there is no guarantee of reinstatement in their former position.

15.11 Full Time Union Office Leave:

An employee who is on a University approved Union office leave will continue to accumulate seniority but shall not accumulate credits for service, vacation or sick leave.

15.12 Doctors' Appointments:

Whenever possible employees will schedule all appointments outside working hours and/or on off days, however, employees, with the permission of their supervisor, may be allowed an early departure or late arrival to attend medical, dental and legal appointments not requiring a half day's absence. These absences will be unpaid. Such permission shall not be unreasonably withheld.

ARTICLE 16 - SICK LEAVE

16.01 Sick leave with pay shall be granted to all permanent full time employees on the basis of one and one half (1 1/2) days per month. Any unused portion of this sick leave shall be allowed to accumulate to a maximum of one hundred and twenty (120) days.

16.02 Enrolment in the University Long Term Disability Plan is mandatory.

16.03 a) To receive sick leave pay, the employee may be requested to produce a doctor's certificate if the absence due to illness exceeds two (2) days.

b) When the Employer perceives that there may be an abuse of sick leave, a Human Resources Officer may interview such employees regarding the sick leave usage. Once an employee has been interviewed, the Human Resources Officer may request a doctor's note for periods of sick leave that are less than two (2) days in duration. The ability of the Human Resources Officer to request notes under this clause shall expire three (3) months after the interview takes place.

16.04 Absence due to an accident covered by Workers' Compensation is not considered to be covered by this Article.

16.05 Each employee shall be notified annually no later than April 30th as to the number of sick leave credits they have accumulated as of the previous December 31st.

16.06 Following prolonged or serious illness **or injury**, the employer may require certification that an employee is medically fit before permitting them to return to their regular duties. The employer may require to have Lakehead University forms completed to determine fitness for employment and if any accommodation is required. Such forms shall be filled out by the employees appropriate physician and when requested will be paid by the employer.

16.07 Medical certificates or reports which are signed by a member of the employee's immediate family are inadmissible.

16.08 An employee shall be responsible to notify their department at or before the beginning of their shift of any illness which will prevent them from reporting to work and of their expected date of return.

16.09 No sick leave credits are earned by an employee during the period of time that they are absent from work and no longer on the University payroll.

16.10 The parties agree that the University has properly discharged its obligations with respect to premium rebates under the Employment Insurance Act.

ARTICLE 17 - VACATIONS

17.01 Employees shall receive vacations with pay according to length of service as follows:

After 1 year of service (one week of which may be taken after the completion of six (6) months of service)	10 days
After 3 years of service	15 days
After 8 years of service	20 days
After 17 years of service	25 days
After 25 years of service	26 days
After 26 years of service	27 days

17.02 Vacation schedules shall be established on the basis of bargaining unit seniority consistent with the continuing efficient operations of each department.

17.03 The vacation year runs from anniversary date to anniversary date (unless this date has been altered by Article 15.08). Vacation must be used within one year following the date of earning such vacation. In special circumstances vacation may be carried over from one vacation year to the next with prior approval of the supervisor and director, and such approval shall not be unreasonably withheld.

17.04 No vacation is earned by an employee during the period of time that they are absent from work and no longer on the University payroll.

17.05 An employee or their estate shall receive payment for any unused annual vacation entitlement or portion thereof due to them as of the effective date of termination.

17.06 If a designated or declared holiday falls within an employee's vacation period, it will be added to the employee's vacation or be given on another date selected by the employee, provided that the arrangement selected does not interfere with the regular workload and/or vacation schedules of other employees. When bereavement leave as per Article 15.01 a) or b) occurs during an employee's vacation period, such vacation time affected will be returned to the employee's vacation entitlement bank.

ARTICLE 18 - DESIGNATED HOLIDAYS

18.01 The following days shall be recognized as paid designated holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Family Day
Civic Holiday	Two (2) Floating Days

and one (1) in conjunction with the Christmas or New Year's holiday to be taken immediately before or after these holidays at the discretion of the University to employees who have attained seniority.

18.02 Employees shall receive a day's pay for these holidays not worked, provided they have worked their last scheduled shift prior to, and their first scheduled shift after, the holiday.

18.03 If an employee is absent from the said shifts or either of them as a result of illness they shall nevertheless be entitled to pay for the holiday. The University shall require that an employee absenting themselves on such account shall, prior to receiving pay for such holiday, furnish a medical certificate issued by a qualified medical practitioner certifying that the employee was unable to work due to illness. The medical certificate must reflect that the employee had been seen by the physician on, immediately before or immediately after, the day of absence.

18.04 If an employee is required to work on a designated holiday, they shall receive time and one half (1 1/2) plus their regular pay.

18.05 An employee called in on a statutory holiday will be paid for the holiday and in addition will receive double time for the hours worked.

18.06 In the event that the designated holiday falls on an employee's day off or during their vacation period, the employee shall receive an additional day off, or one day added to their vacation.

18.07 The floating holiday shall be taken at any point during the year upon mutual agreement between the University and the employee. In special circumstances floating holidays may be carried over from one year to the next with prior approval of the supervisor and the Director, and such permission will not be unreasonably withheld.

18.08 Employees may use floating holidays or vacation days during the Christmas break, in order of seniority, provided that, as determined by the Employer, sufficient numbers of employees are available to perform required work during this period. After regular vacation requests are posted, requests for time off during the Christmas break shall be submitted to the appropriate manager prior to November 1st. The manager will review and respond to the request no later than December 1st.

ARTICLE 19 - HEALTH, WELFARE AND PENSION

19.01 As a condition of employment, each regular employee shall enroll, subscribe and participate in:

- a)** the Ontario Health Insurance Plan (O.H.I.P.);
- b)** the Supplemental Group Medical Benefits Plan;
- c)** the University Group Life Insurance Plan;
- d)** the University Pension Plan;
- e)** the University Dental Plan; and
- f)** the University Eye Care Plan

unless specifically exempted by legislation or regulation.

19.02 The University shall contribute one hundred percent (100%) of the billed rate for coverage under the Supplemental Group Medical Benefits Plan, University Group Life Insurance Plan, University Dental Plan and University Eye Care Plan referred to in 19.01 above.

19.03 To the University Pension Plan the University and the employee shall each contribute an amount equal to 7.90% integrated with the Canada Pension Plan

19.04 The Employee shall contribute one-hundred percent (100%) of the billed rate for coverage under the Long Term Disability Plan.

19.05 An employee who wishes to retire shall endeavor to provide six (6) months' notice in writing to their supervisor.

19.06 In the event that any of the foregoing hospital and medical plans for any reason become unavailable or are discontinued, the University shall continue to contribute towards the premium for any hospital or medical plans substituted therefore, sums of money equivalent to those being paid at the date of such unavailability or discontinuance.

19.07 The University shall establish and maintain a Joint Employment Benefits Committee to which the Union shall have the right to appoint one member.

19.08 The existing terms of the policies and the rules and requirements of the carriers of the various insurance plans shall govern.

19.09 Retired eligible members shall have the right to remain enrolled in the Supplemental Group Medical Benefits Plan and the basic University Dental Plan. The

retired member shall pay one hundred percent (100%) of the premium costs of their coverage under 19.01 b) and e).

ARTICLE 20 - GRIEVANCE PROCEDURE

20.01 An employee having a complaint as to the interpretation, application or administration of this Agreement shall have the right to process such complaint through the grievance procedure as set out hereunder, provided that such action is undertaken within three working days (of the employee) following the incident which is the basis of the complaint.

Grievances:

Step 1. An employee having a complaint shall discuss it with their supervisor, with their Shop Steward present if they so desires. If they are not satisfied, they shall then, within three (3) working days, present it as a grievance in writing to their supervisor, who shall, within five (5) working days, give a written reply as to the disposition of the grievance. Should the employee not be satisfied with the disposition of the grievance then it may be referred to Step 2. If the Step 1 meeting does not take place the grievance shall not proceed.

Step 2. The Unit Chairperson may, within five (5) working days of the receipt of the Supervisor's written response, request a meeting of the parties through the office of the Associate Vice-President, Human Resources. Such meeting shall be held within five (5) working days of the request for the meeting.

The Unit Chairperson may be accompanied by the Business Representative at this meeting if they so desire. The Associate Vice-President Human Resources shall provide the written decision within five (5) working days of this meeting.

20.02 If the parties are unable to resolve the grievance, the University or the Union may refer the matter to arbitration within eight (8) days.

20.03 Time limits shall be computed by excluding Saturdays, Sundays and designated holidays except as stated otherwise.

20.04 An allegation by either party that this Agreement has been misinterpreted or violated may be lodged in writing as a Policy Grievance commencing at Step 2 of the Grievance Procedure and thereafter the Grievance Procedure shall apply.

20.05 In circumstances where Steps 1 and 2 do not involve the immediate supervisor, the parties may mutually agree to move directly to Step 3.

ARTICLE 21 - ARBITRATION

21.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to Arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairman.

21.02 If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party, or they may request the Labour-Management Arbitration Commission for the Province of Ontario to fill the vacancies.

21.03 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board but if there is no majority, the decision of the Chairman governs.

Authority of Arbitration Board

21.04 It is understood and agreed that the Arbitration Board shall have authority only to settle disputes under the terms of this Agreement and may only interpret and apply this Agreement to the facts of the particular grievance involved. Only grievances arising from

the interpretation, application, administration or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

21.05 In dealing with matters of discipline, disciplinary demotion or transfer, the conferring parties or Board of Arbitration shall have power to:

- a) confirm the action of management, union or employee;
- b) reverse the action of management, union or employee;
- c) make any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.

21.06 Each of the parties hereto will bear the expense of the Arbitrator appointed by it or for it and the parties will jointly bear the expense of the Chairman of the Arbitration Board. The proceedings of the Arbitration Board will be expedited by the parties hereto.

21.07 The parties agree that no Arbitration Board set up under this Article shall have the power to add to, delete from, change, or make any decision contrary to the provisions of this Agreement.

21.08 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

ARTICLE 22 - DURATION OF AGREEMENT

22.01 This Agreement shall be in effect from the 1st day of July 1, 2019 to June 30, 2022, and shall continue automatically thereafter for periods of one year each unless either party notifies the other in writing not more than three (3) months and not less than two (2) months prior to the expiration date that it desires to amend this Agreement.

ARTICLE 23 - JURY AND WITNESS DUTY

23.01 An employee who is called for jury duty or is compelled by subpoena to attend as a witness before anybody in Canada, except in cases involving personal litigation, shall not suffer any loss of salary, wages or seniority while so serving. The employee shall remit to the University all compensation received for service as a juror or witness, other than amounts received for traveling and/or living expenses.

23.02 The employee shall inform their supervisor as soon as possible after receiving notification of being called, and shall supply the supervisor with a copy of the summons.

23.03 The employee will come to work during those regularly scheduled hours that they are not required to attend court.

ARTICLE 24 - GENDER CLAUSE

24.01 The parties to this Collective Agreement agree that it shall be written in gender neutral language.

ARTICLE 25 - WORK DESCRIPTION

25.01 The University agrees to provide the Union with job descriptions for all positions covered by this Collective Agreement.

ARTICLE 26 - UNIFORMS

26.01 The quantity, issue and control of protective clothing, uniforms and safety footwear shall be regulated by the University.

26.02 The employer agrees to supply:

a) Employees with a pant/shirt or equivalent pant suit combination totaling five (5) items every year.

b) Employees performing dirtier jobs with a pant/shirt combination totaling six (6) items every year.

c) Employees who are required to shovel snow and maintenance personnel shall be provided with parkas and winter boots.

d) Should clothing wear out and additional clothing is required, a request for new clothing may be made to the immediate supervisor.

e) The University will make all possible efforts to supply uniforms no later than September 1st of each applicable year.

f) The University and the employees are encouraged to buy from a Canadian manufacturer.

26.03 Employees shall be required to wear their uniforms at all times while performing their jobs of work, and shall be further required to keep their uniforms clean and in proper repair.

26.04 All items of uniform on charge to an individual employee shall be returned to the University on termination of employment.

26.05 The University agrees, upon request, to form a committee to discuss uniform needs and selection. The committee shall consist of one (1) female and one (1) male Union representative and one (1) University representative.

26.06 Upon presentation of a valid sales receipt to the Physical Plant or Residence Administration Office, the University shall reimburse each regular employee a maximum of two hundred dollars (\$200.00) towards the purchase of appropriate CSA approved safety footwear during every two (2) year period.

All employees shall be required to wear appropriate safety footwear while at work. Appropriate footwear is of a grade and with the features required for the job, as specified by the University.

26.07 The University shall supply pictured identification cards that employees will be required to wear and be visible at all times.

ARTICLE 27 - HEALTH AND SAFETY

27.01 Cooperation on Safety:

a) The University and the Union agree that they mutually desire to maintain standards of health and safety in the University in order to prevent work related accidents, injury and illness.

b) The University recognizes its responsibilities under the Ontario Occupational Health and Safety Act and shall maintain a joint health and safety committee. The Union shall have the right to select one (1) designate member and one (1) alternate member to the Lakehead University Joint Health and Safety Committee - Retail and Physical Support Services.

c) The committee shall exercise the powers of the committee as outlined in the legislation.

d) The University shall cooperate with the committee as outlined in the legislation.

e) As outlined in the legislation, a committee member is at work when attending meetings, conducting workplace inspections, investigating a fatality or critical injury in the workplace, preparing for meetings (for a period of one hour or such longer period of time as the committee deems necessary).

f) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

g) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee may be placed on an unpaid leave of absence until they becomes eligible for maternity leave benefits.

ARTICLE 28 - PRIVACY AND SECURITY

28.01 The parties recognize that the Employer, its employees, learners and the general public may require security and safety precautions through the installations of video cameras, audio recorders or other monitoring devices in designated work sites.

Employees shall be advised of such precautions. Information obtained through video cameras, audio devices installed for surveillance purposes shall not be used to monitor an employee for work performance.

Nothing in this article shall prohibit the employer from using surveillance equipment in addressing any performance related issues should they arise.

ARTICLE 29 - TECHNOLOGICAL CHANGE

29.01 Technological change means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery or new equipment or machinery.

Where the University has decided to introduce a technological change which could significantly alter the status of an employee within the bargaining unit, the University will notify the Union in writing and meet with the Union to discuss the impact of such changes and to consider practical ways of minimizing adverse effects (if any) upon the employees concerned.

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees will be given an opportunity, where practical, for a reasonable amount of retraining at the University's expense to perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible.

Employees who are subject to layoff under conditions referred to above will be given notice of the impending change in employment status at the earliest reasonable time.

The University agrees that an employee required to operate a video display terminal for more than four (4) hours per day will be eligible for an eye examination when they assume such a position and once per year thereafter.

ARTICLE 30 - LONG TERM DISABILITY

30.01 When an employee on Long Term Disability (LTD) begins a work hardening program, the two (2) year time frame (clock) referred to in Article 9.01(e) will be paused. Once the employee completes the work hardening program, comes off LTD and returns to regular employment, the clock will be reset at zero. If the employee is unable to complete the work hardening program, the clock will re-start from when it was paused. For the purpose of this letter, Article 15.09 does apply. While on work hardening, the employee will be paid by Lakehead University for the actual hours worked, and will receive prorated credit for vacation, seniority and sick leave.

ARTICLE 31 - MINUTE OF SILENCE

31.01 A minute of silence will be observed annually by employees on April 28 at 11:00 a.m. in memory of those persons who have died in industrial accidents. The one minute of silence will be observed without loss of production.

SCHEDULE "A"

Department and Classification	July 1, 2019	July 1, 2020	July 1, 2021
ELECTRICAL DEPARTMENT			
Electrician - Helper	\$22.30	\$22.52	\$22.75
GROUNDS DEPARTMENT			
Grounds - Lead Hand	\$26.16	\$26.42	\$26.68
Groundswoker	\$22.30	\$22.52	\$22.75
Caretaker II	\$22.30	\$22.52	\$22.75
HOUSEKEEPING DEPARTMENT			
Housekeeping- Lead Hand	\$24.52	\$24.77	\$25.02
Custodian I	\$21.30	\$21.51	\$21.73
Custodian II	\$21.30	\$21.51	\$21.73
Caretaker	\$21.82	\$22.04	\$22.26
Caretaker II	\$21.82	\$22.04	\$22.26
Caretaker I- Lead Hand	\$24.73	\$24.98	\$25.23
Caretaker I	\$22.03	\$22.25	\$22.47
MAINTENANCE DEPARTMENT			
Maintenance - Lead Hand	\$31.16	\$31.47	\$31.78
Maintenance (Skilled Trades)	\$27.75	\$28.03	\$28.31
Maintenance A	\$26.46	\$26.72	\$26.99
RECEIVING/SHIPPING DEPARTMENT			
Receiver/Shipper - Lead Hand	\$24.96	\$25.21	\$25.46
Receiver/Shipper/Trucker	\$22.30	\$22.52	\$22.75
Caretaker II	\$22.30	\$22.52	\$22.75

LAKEHEAD UNIVERSITY
AND
Unifor, Local 229
LETTER OF UNDERSTANDING
Re: Grounds Maintenance

Pursuant to Article 13.03, the Union and the University agree that a Groundswoker, shall receive the Maintenance A rate of pay while performing duly authorized maintenance work on grounds equipment, and that the three (3) hour minimum as set out in Article 13.03 shall be waived.

SIGNED FOR:

**BOARD OF GOVERNORS OF
LAKEHEAD UNIVERSITY**

Unifor, Local 229

Adam Shaen
Associate Vice-President, Human Resources

Andy Savela
Director of Health Care National Staff Rep

LAKEHEAD UNIVERSITY

AND

Unifor, Local 229

LETTER OF UNDERSTANDING

Re: Maintenance Department

1. For the purpose of this Letter of Understanding, members of the Department shall hold the designation of Maintenance Tradesperson.
2. The Maintenance Department will be comprised of various designations including, but not limited to;
 - Carpenter
 - Locksmith
 - Floor Installer
 - Painter/Glazier
3. Full Flexibility: Maintenance Tradespersons shall perform assigned work to their full capacity based on their level of skills and training and without restriction.
4. Assignment Practice: The University is not limited in its practices of assigning work within the Department.
5. Issues regarding seniority, lay-off and transfer will conform to the existing terms of the collective agreement.
6. The term Maintenance Tradesperson for the purpose of this Understanding shall include;
 - a) An employee who, at the time of signing this Letter of Understanding, works in the Maintenance Department
 - b) An individual who has served a bona fide apprenticeship as per the provincial standards and has a certificate of completion which substantiates their claims of such qualifications
 - c) An individual who holds a certificate of qualification in a trades designation as listed in 2. above.

At time of hiring pursuant to b) and c) above, the applicant shall be required to present proof of qualification to the University for inclusion in the employee's personnel file and subsequent to the hiring decision, the University shall show the certificate of qualification to the Maintenance Trades Steward

7. The University agrees to deduct Unifor Skilled Trades Council dues as may be adopted by the Unifor Skilled Trades Council, which are currently ½ hour dues once per year. The first such deduction will be made from the employee's first pay following completion of their probationary period. Thereafter, a dues deduction will be made in January of each succeeding year or upon completion of one month's work in the calendar year.

For this Letter of Understanding deductions shall be made following ratification of the collective Agreement.

8. In contracting out regular repair and maintenance work which is normally performed by the Maintenance Tradesperson, the University will consider such factors as economics, available equipment, available manpower and time constraints. The University will not contract out regular repair and maintenance work if a Maintenance Tradesperson is on lay-off.
9. The Department will elect a Maintenance Trades Steward pursuant to the terms of Article 10.
10. License Fees: The University agrees to pay the cost of necessary licensing fees in order to maintain an employee's currency of qualification for the trades listed in 2.above (subject to further discussion regarding compensation for the renewal of the collective agreement).

SIGNED FOR:

**BOARD OF GOVERNORS OF
LAKEHEAD UNIVERSITY**

Unifor, Local 229

Adam Shaen
Associate Vice-President, Human Resources

Andy Savela
Director of Health Care National Staff Rep

LAKEHEAD UNIVERSITY
AND
Unifor, Local 229
LETTER OF UNDERSTANDING

Re: Rotation of Overtime Opportunities for Full Time Employees **in the Housekeeping Department**

1. Effective the date of ratification of the collective agreement commencing July 1, 1993, all accumulated overtime records that were kept for the purpose of equitable distribution shall be abolished for all employees in the Housekeeping Department.
2. Commencing on the date of ratification of this agreement, all overtime (including open overtime) shall be distributed in accordance with Article 12.02 in the following manner:
 - a) each employee shall receive a "credit" for each date of overtime opportunity
 - b) an employee shall not be considered to have had an overtime opportunity when they are unavailable due to:
 - i) sick leave
 - ii) vacation
 - iii) Workers' Compensation
 - iv) at work at the time
 - v) unavailability to respond to overtime request
 - c) the University shall record all overtime credits and post the results as per Article 12.02
 - d) employees with a lesser number of credits shall be given first opportunity for future overtime in order of seniority.

SIGNED FOR:

**BOARD OF GOVERNORS OF
LAKEHEAD UNIVERSITY**

Unifor, Local 229

Adam Shaen
Associate Vice-President, Human Resources

Andy Savela
Director of Health Care National Staff Rep

**LAKEHEAD UNIVERSITY
AND
Unifor, Local 229**

LETTER OF UNDERSTANDING

Re: Workplace Insurance/Modified Work

A. WORKPLACE INSURANCE

1. Provided that the employee is entitled to loss of earnings benefits from the Workplace Safety & Insurance Board (WSIB), the University agrees that absences related to an approved claim for a compensable injury or occupational disease will:
 - a) not have an effect on continuous service dates and will not have an effect on the maintenance of existing seniority, nor on the accumulation of seniority, vacation credits or sick leave credits for a period of two (2) years after the date of injury or the date of a recurrence of the injury that has been approved by WSIB under the initial claim, and
 - b) not result in reductions in benefits to the employee under the Supplemental Group Medical Benefits Plan, the University Dental Plan, the University Eye Care Plan, the University Group Life Insurance Plan, the University Pension Plan, and (when applicable to an employee) the University Long Term Disability Plan for a period of one (1) year following the date of injury or the date of a recurrence of the injury that has been approved by WSIB under the initial claim, on the condition that the employee continues to maintain their share of contributions to benefits.

In the second year following the date of injury, the employee may choose to maintain any or all of the aforementioned benefits on the condition that they pay 100% of the premiums or contributions to the plans which they choose to maintain and provided that the benefit plans so permit.

It is agreed that "date of injury" has the same meaning as "date of injury" as defined in the Workplace Safety and Insurance Board operational policy.

2. The University will provide the employee with a copy of the WSIB Employer's Report of Injury/Disease (Form 7).
3. Provided that the employee is entitled to loss of earnings (LOE) benefits from the WSIB, the University agrees that an injured/ill employee is entitled to a percentage of their pre-injury net wages, as determined by the WSIB, while they are absent from work on an approved claim relating to a compensable injury or occupational disease.
4. After a claim has been submitted to the WSIB for LOE benefits, an employee will be allowed to use accumulated sick leave credits to cover the entire absence or some portion of the absence. An employee may, at their discretion, choose to cover an additional

portion of the absence through the application of vacation, overtime or other credits, once sick leave credits have been exhausted.

An employee who has sick leave, vacation, overtime or other credits will be advanced an amount equal to 100% of their gross earnings. On approval of the claim for temporary benefits:

- a) an amount equal to the reimbursement paid to the University by the WSIB with respect to the claim will be credited back to the employee's sick leave, vacation, overtime or other credits, as applicable, and
 - b) while the absence continues, an amount equal to the difference between the WSIB daily LOE rate and the employee's daily pay rate (i.e. a "top-up") will be debited from the employee's sick leave credits. An employee may, at their discretion, choose to have the "top-up" debited from vacation, overtime or other credits, once sick leave credits have been exhausted. Once the discretionary credits of the employee's choice have been exhausted, the employee will be placed on a leave of absence without pay from Lakehead University, and will be paid directly by the WSIB once the claim for LOE benefits has been approved. Once an employee has been placed on a leave of absence without pay, they will remain on the leave of absence without pay until they are able to return to suitable, alternative or pre-injury employment.
5. If an employee has been advanced wages by the University with respect to a claim and the WSIB has not reimbursed the University, the employee will reimburse the University. At the discretion of the employee, reimbursement may be made through the application of sick leave, vacation, overtime or other credits.

B. MODIFIED WORK (WORKPLACE INSURANCE CLAIMS)

1. The University agrees to accommodate the work or the workplace to the needs of an employee who is impaired as a result of an approved, compensable injury or occupational disease to the extent that the accommodation does not cause the University undue hardship. Such accommodations may include, but are not limited to, changes to equipment, materials, processes and hours of work. In some cases, it may be necessary to develop new job classifications and to determine new rates of pay.
2. In the case of an employee with a temporary partial disability, the goal of accommodation will be to provide meaningful, suitable work of a temporary nature which the employee will be able to perform until they are able to meet the essential duties of their pre-injury work.
3. In the case of an employee with a permanent partial disability, the goal of accommodation will be to modify the pre-injury job in such a way that the employee is able to perform the essential duties of the pre-injury job.
4. When it is not possible to modify the pre-injury job of an employee with a permanent partial disability in such a way that he is able to perform the essential duties of the pre-injury job, the University will offer the employee the first available job within the bargaining unit which falls within the medical capacity of the injured employee as determined through a comparison of the Physical Demands Analysis (PDA) of the job and the Functional Abilities Evaluation (FAE) or Functional Capacities Assessment (FCA) of the injured employee.

When required, the FAE and/or FCA will be paid for by the University. The FAE or FCA will be completed by a health care provider of the employee's choosing. The health care provider may be a physiotherapist, occupational therapist or licensed physician.

5. When no suitable vacancies exist within the bargaining unit, the development of a new job classification for an employee may be considered when job tasks are available and funded, and when the physical demands of the combined job tasks fall within the medical capacity of the injured employee as determined through a comparison of the PDA of the new job and the FAE or FCA of the injured employee. When required, the FAE and/or FCA will be paid for by the University. The FAE or FCA will be completed by a health care provider of the employee's choosing. The health care provider may be a physiotherapist, occupational therapist or licensed physician.
6. It is understood that an injured employee will not be prevented from applying for or filling any job by reason of their disability provided that they are able to perform all of the essential duties of the job and is otherwise qualified to perform the work. It is also understood that the employee's disability will have no impact on layoff or recall provisions under the collective agreement.
7. The University and the Union agree that a joint "Modified Work Committee" with equal representation of Union and management members will facilitate the accommodation of employees with permanent, partial work-related disabilities in the workplace. The Union representative of the Committee shall be deemed to be at work while attending meetings of the Committee or conducting the work of the committee, and the University shall pay the Union representative at the appropriate regular or premium rates.

SIGNED FOR:

**BOARD OF GOVERNORS OF
LAKEHEAD UNIVERSITY**

Unifor, Local 229

Adam Shaen
Associate Vice-President, Human Resources

Andy Savela
Director of Health Care National Staff Rep

LAKEHEAD UNIVERSITY
AND
Unifor, Local 229
LETTER OF UNDERSTANDING
Re: Residence

The parties agree that for the purpose of collective agreement administration and for the following items only, Residence shall be considered a separate division:

1. acting lead hand status
2. temporary lead hand status
3. booking vacations
4. probation and trial reporting.
5. overtime and call-ins for Caretaker I

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Andy Savela
Director of Health Care National Staff Rep

LAKEHEAD UNIVERSITY

AND

Unifor, Local 229

LETTER OF UNDERSTANDING

Re: Violence Against Women

The parties agree that when there is adequate proof from a recognized professional (doctor, lawyer and professional counselor) that a woman is in an abusive relationship, they will not normally be subject to discipline for attendance or performance problems without the University giving full consideration to the facts in the case and the circumstances surrounding the incident. It is expected that the individual concerned will seek assistance, and all parties should be aware that Lakehead University does provide its employees with access to an Employee Assistance Program. This provision is being provided in good faith by Lakehead University and it is agreed that it will not be utilized by the Union, its officials or employees to subvert the application of otherwise appropriate disciplinary measures.

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Andy Savela
Director of Health Care National Staff Rep

LAKEHEAD UNIVERSITY

AND

Unifor, Local 229

LETTER OF UNDERSTANDING

Re: Outsourcing

During this collective agreement Lakehead University intends to reduce the number of Housekeeping employees through outsourcing. Outsourcing actions will be strictly limited to positions where employees quit or retire.

Signed For:

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Associate Vice-President, Human Resources

Andy Savela
Director of Health Care National Staff Rep

LAKEHEAD UNIVERSITY

AND

Unifor, Local 229

LETTER OF UNDERSTANDING

**Re: Review of Job Description (Caretaker I and Caretaker I Lead Hand in
Residence and Conference Services)**

The University agrees to review and renew the job description to reflect the current education, ability, knowledge, skill and experience required for the Caretaker and Caretaker Lead Hand position within Residence and Conference Services within six (6) months of the date of ratification.

SIGNED FOR:

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LAKEHEAD UNIVERSITY

AND

Unifor, Local 229

LETTER OF UNDERSTANDING

Re: Snow Removal

Whereas the parties both understand and agree that the University is required to maintain a safe environment for staff and students. In order to maintain adequate snow removal for the University the following apply.

1) The University will place zero (0) to four (4) UNIFOR members “on-call” on a weekly basis. The call list will be filled by both the Grounds Department and the Caretaker II’s who work the day shift.

2) Each member who is placed on-call will be paid a shift differential of (.70) for the regular scheduled hours worked while assigned to being “on-call”. When staff are called/required, overtime pay is applied as per the collective agreement.

3) On-call rotations will be made from November 1 to March 31 on the following basis:

- i. On call schedule will be posted by September 15th of each year.
 - ii. Employees assigned to the on-call weekly basis who do not report to work due to approved vacation, sick leave or any other type of leave will not receive the on-call premium for that day
 - iii. Someone required/requested to come in that is not on call will be compensated for the day in question.
 - iv. On-call schedules will be for a seven (7) day period and run Sunday to Saturday.
- Should available bargaining unit members all be utilized and unable to meet the snow removal requirements, the University may contract out the additional work.

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LAKEHEAD UNIVERSITY

AND

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LETTER OF UNDERSTANDING

Re: Jointly Sponsored Pension Plan

The employer wishes to develop with the union a LOU that will ensure discussion on jointly sponsored Pension Plan.

SIGNED FOR:

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LAKEHEAD UNIVERSITY

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Unifor, Local 229

LETTER OF UNDERSTANDING

Re: Pay Equity

The parties understand that they have an obligation to pay equity as defined in the *Pay Equity Act* and agree to meet after ratification to look at the pay equity process as it pertains to this bargaining unit.

SIGNED FOR:

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Unifor, Local 229

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Associate Vice-President, Human Resources

Andy Savela
Director of Health Care National Staff Rep

LAKEHEAD UNIVERSITY

AND

Unifor, Local 229

LETTER OF UNDERSTANDING

**Re: Protecting a Sustainable Public Sector for Future Generations Act 2019,
Bill 124**

In the event that *Protecting a Sustainable Public Sector for Future Generations Act, 2019* (Bill 124) is declared unconstitutional, in whole or in part, or is otherwise rendered inoperative, the parties agree to return to the bargaining table to renegotiate all the original proposed issues related to compensation affected by Bill 124 including any retroactive adjustments.

SIGNED FOR:

**BOARD OF GOVERNORS OF
LAKEHEAD UNIVERSITY**

Unifor, Local 229

Adam Shaen
Associate Vice-President, Human Resources

Andy Savelle
Director of Health Care National Staff Rep

Appendix A

The following represents the agreed to terms for the new classification of Caretaker II

1. There shall be no more than six (6) *Caretaker II* positions filled during the life of this agreement. After six (6) positions have been filled, as positions become vacant because of attrition, the University and the Union can discuss increasing the number of positions.
2. A *Caretaker II* will be assigned to a home department (i.e. Receiving/Shipping) but will also be assigned work in other departments as required.
3. Seniority is gained in the home department, i.e. *Caretaker II* Receiving/Shipping earns seniority in that department.
4. When assigned to a department other than the home department, the level of pay will be the greater of the rate for the job being performed and the rate of pay in the home department.
5. When a *Caretaker II* is assigned out of their home department and additional work occurs in the home department, the *Caretaker II* shall have the first option of being reassigned to the home department.
7. Where there is more than one (1) *Caretaker II* in any department, assignments outside the home department must be equitably rotated.
8. *Caretaker II* will not be used to circumvent Article 14.06 - temporary vacancies.
9. The assignment of a *Caretaker II* shall not result in a layoff or prevent the recall of an employee in a department.

Signatures to Agreement

Dated at Thunder Bay, Ontario this 15th day of June 2020.

SIGNED FOR:

**BOARD OF GOVERNORS
LAKEHEAD UNIVERSITY**

Unifor, Local 229

LIST OF “FOR YOUR INFORMATION” ITEMS

This section has been included for information only and is not to be regarded as part of the Collective Agreement.

Human Resources: Harassment and Discrimination Policy and Procedures

Effective Date: September 16, 1994 (Revised February 28, 2008)

Approved by: Priorities and Planning Group (Policy) Board of Governors (Procedures)

1. Preamble

The Board of Governors of Lakehead University believe that all members of the University community have the right to study, to work, and to live in an environment free from all forms of harassment and discrimination including, but not limited to any or all that are based on the prohibited grounds of the Ontario Human Rights Code. Lakehead University believes in the necessity of providing safeguards for members of the University community against harassment and discrimination.

The Ontario Human Rights Code, provides that every person has a right to freedom from discrimination and harassment on the grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, visible or not visible disability, age, marital status, family status, the receipt of public assistance and record of offenses or other grounds as may be amended in accordance with the Ontario Human Rights Code.

2. Definitions

2.1 Harassment

“Harassment” is defined by the Ontario Human Rights Code as a course of comments or conduct consisting of words or actions that disparage or humiliate a person in relation to a prohibited ground contained in the Code. Harassment occurs when the person alleged to have committed an infraction knows or ought reasonably to have known that such comments or conduct would be unwelcome. It can include comments or conduct that is intimidating, threatening or abusive and may be accompanied by direct or implied threats to the individual's grade(s), status or job. Harassment can occur between members of the University Community.

Examples of harassment may include, but are not limited to, gestures, remarks, jokes, taunting, innuendo, display of offensive materials, threats, imposition of academic penalties without just cause, electronic distribution of offensive material, hazing, stalking, shunning or exclusion related to the prohibited grounds.

2.2 Personal Harassment

“Personal Harassment” is behaviour that generally involves a course of comment or conduct directed towards a person or persons:

- a) which serves no legitimate educational or work-related purpose; and
- b) which is known or ought reasonably to be known, to have the effect of creating an intimidating, humiliating, or hostile educational or work environment.

When sufficiently serious, a single incident may be considered personal harassment.

Any determination of personal harassment would involve an assessment of the behaviour in question, effect of these behaviours, the reasonableness of that effect, and whether it was known or should have been known that such behaviour would be unwelcome by the person alleging that he/she was harassed.

2.3 Sexual Harassment

“Sexual Harassment” is behaviour of a sexual nature by a person who knows or ought reasonably to know that the behaviour is unwanted or unwelcome; and

- a) which interferes with another person’s participation in an institution-related activity; or
- b) which leads to or implies employment, educational, or academically-related consequences for the person harassed; or
- c) which creates a poisoned environment.

Examples of sexual harassment may include, but are not limited to, unwanted physical contact, unwanted attention, unwelcome demands for dates, leering, inappropriate staring, displays of sexually offensive images or graffiti, repeated and vulgar sexual comments, distribution of pornographic material, inappropriate gender-related comments, unwelcome remarks about a person’s appearance, solicitation of sexual favours, demands for sexual favours, implied or express promise of reward or benefit in return for sexual favours, and implied or express threat or act of reprisal if sexual favours are denied.

2.4 Discrimination

“Discrimination” includes differences in treatment that results in the unfavourable, adverse, or preferential treatment of individuals, or groups of individuals, on the basis of a prohibited ground under the Ontario Human Rights Code. Discrimination occurs when one or a series of actions, decisions, or educational/workplace structures imposes disadvantages on a person or group of persons protected by human rights legislation.

2.5 Poisoned Environment

“Poisoned Environment” means comments or conduct related to the prohibited grounds and of a significant nature or degree that creates ill will, enmity, or malice for individuals or groups. It includes comments or conduct that creates and maintains an offensive, hostile or intimidating climate for work, study or living. Examples of a poisoned environment may include, but are not limited to, graffiti, cartoons, signs, remarks, exclusion and adverse treatment related to one or more of the prohibited grounds.

2.6 Systemic Harassment/Discrimination

“Systemic Harassment/Discrimination” means policies, practices, procedures, actions or inactions that appear neutral but have an adverse impact associated with one of the prohibited grounds.

2.7 Vexatious Complaint

“Vexatious Complaint” means a complaint made with the intent to be retaliatory in nature and/or intended to annoy or to damage the reputation of the respondent. This concept is not to be

confused with a complaint made in good faith with the intent to improve the University that is found to be without merit.

2.8 Third Party Facilitation

“Third Party Facilitation” is part of the informal resolution process that may be applied upon request of a complainant and with the agreement of an alleged respondent.

2.9 Members of the University Community

“Members of the University Community” include students, members of the Board of Governors and anyone employed by Lakehead University.

2.10 Visitors

Visitors include, but are not limited to, contractors, presenters, prospective students and the families of students.

2.11 Harassment and Discrimination Coordinator

The University has a Harassment and Discrimination Coordinator, reporting to the Vice-President (Administration and Finance), who will coordinate educational initiatives and the complaint services related to this policy for the University community.

3. Policy Guidelines

As stated in the preamble, the Board of Governors of Lakehead University believes that all members of the University community have the right to study, to work, and to live in an environment free from harassment and discrimination including, but not limited to, any or all that are based on the prohibited grounds of the Ontario Human Rights Code.

To provide an environment that supports the University's goals and the dignity and self-esteem of its members, the University's policy constitutes the following:

- 1) Behaviour from members of the University community that constitutes harassment or discrimination on any of the prohibited grounds as set out in the Ontario Human Rights Code shall not be tolerated.
- 2) Individuals who believe they have been harassed or discriminated against shall have the right to complain and receive due process under this Policy.
- 3) Complaints of harassment and discrimination should be directed to the Harassment and Discrimination Coordinator. However, it is recognized that some individuals may wish to complain initially to their supervisor or, in the case of students, to a staff or faculty member. When complaints are initiated at this level, the supervisor, staff, or faculty member shall maintain confidentiality and encourage the complainant to talk with the Harassment and Discrimination Coordinator. It is also the responsibility of the supervisor, staff or faculty member to notify the Coordinator immediately of the nature of the complaint without naming the complainant and the alleged respondent and to consult with the Coordinator about any necessary action or documentation.
- 4) The scope of harassment and discrimination shall extend to include the poisoned environment and appropriate concerns of a systemic nature.

5) Each member of the University community is responsible for helping to create an environment that is free from harassment and discrimination. It is the University's objective to make the University community aware of what constitutes harassment and discrimination and the procedures that are in place for dealing with allegations of harassment and discrimination, and understands their responsibility to cooperate in the processing of complaints made under this procedure.

All supervisors, both academic and staff, shall seek to create an environment free of harassment and discrimination within their area of responsibility. Supervisors will not condone or ignore activities within their areas of responsibility that violate the rights of students, faculty or staff. Supervisors are expected to make those for whom they have responsibility aware that any form of harassment and discrimination is prohibited; and to ensure that any complaints will be attended to promptly and effectively.

6) Harassment and discrimination are serious offenses and individuals found to have perpetrated such offenses may be required to attend training or be subject to disciplinary action ranging from a verbal apology to dismissal or expulsion.

7) Each member of the University community shall be made aware of this Policy and his/her rights and obligations under the Policy.

8) Individuals who are party to a complaint shall be entitled to confidentiality subject to the conditions of the complaints procedures. University personnel having access to information relating to a complaint of harassment and/or discrimination must hold such information in confidence. However, University personnel shall act and, if necessary, break confidentiality in cases that involve imminent danger, when an institutional response is warranted or when otherwise required by law.

9) The Harassment and Discrimination Coordinator shall maintain records of informal complaints for the purpose of statistical reporting. Such records shall not identify the alleged respondent(s). The Coordinator shall compile a single, complete file on a formal complaint and shall maintain this file for seven (7) years. All records of the complaint placed in any other file for disciplinary purposes shall be in accordance with University policies, practices and respective collective agreements.

10) Complaints will be dealt with expediently, fairly and effectively.

11) When appropriate, an individual will be advised of options to pursue a complaint through an informal resolution process. However, this does not preclude an individual's right to proceed directly to a formal complaint.

12) During formal investigation or a complaint, the Harassment and Discrimination Coordinator shall not be called as a witness related to information released to her/ him through her/his duties under this policy.

13) A third party who has been engaged in facilitation under the informal process, under this policy shall not be called as a witness in any subsequent formal investigation nor be required to produce notes taken at a facilitation process.

14) Vexatious complaints are not condoned and individuals creating such complaints may be

subject to disciplinary action.

15) A reprisal or threat of reprisal against a complainant or against a person involved in the complaint process, whether the complaint is substantiated or not, may result in disciplinary action.

16) Visitors to the University or contractors engaged by the University will be expected to adhere to this Policy.

17) A person's right to equal treatment without discrimination is not infringed by the establishment of a special program. The University may implement a special program to relieve hardship or economic disadvantage, assist disadvantaged persons or groups to achieve or attempt to achieve equal opportunity, and/or to contribute to the elimination of discrimination prohibited by the Ontario Human Rights Code.

4. Education of University Community

Lakehead University will undertake the following educational initiatives for the University community:

1) There will be broad dissemination of information regarding this policy and procedure. The policy and procedure will be made available to members of the University community and visitors.

2) All members of the University community will be made aware of their responsibilities under the policy and the Code in creating and maintaining an environment free from discrimination and harassment. They will also be made aware of complaint procedures and various internal and external mechanisms available.

3) An awareness and/or training program for members of the University community and visitors will be implemented.

4) A mechanism will be established to solicit feedback on an on-going basis for harassment and discrimination issues.

5. General

1) The Board of Governors of Lakehead University recognizes that some collective agreements contain articles on discrimination, harassment, and academic freedom; these are attached hereto as Appendix A.

2) Nothing in this policy is intended to preclude any person from following any alternate complaint procedure that may be available under the Code of Student Behaviour and Disciplinary Procedures, a Collective Agreement, and the Ontario Human Rights Code, or from initiating any other proceedings in law.

3) The Vice-President (Administration and Finance) in consultation with faculty, staff, and students, will review this policy within five (5) years to ascertain if any amendments are necessary.

6. Procedures

6.1 Informal Process

- 1) A member of the University community who feels he or she has been harassed or discriminated against should promptly contact the Harassment and Discrimination Coordinator.
- 2) In complaints in which the respondent(s) are unknown to the complainant or in situations in which the complaint is of a systemic nature, the complainant should consult with the Harassment and Discrimination Coordinator to seek a remedy through the informal process.
- 3) The Coordinator will meet with a complainant as soon as possible and do the following:
 - a) identify options available to the individual;
 - b) advise the complainant of his/her representation rights, including but not limited to, union representation and collective agreements;
 - c) review informal means of resolving the problem including speaking or writing to the alleged respondent and/or requesting arrangements be made for a third party to facilitate an informal resolution;
 - d) provide information on formal means of resolution;
 - e) determine whether the individual should be encouraged to contact an appropriate body or individual such as the police, counselling services, sexual assault crisis centre;
 - f) with the permission of the complainant, seek advice from appropriate University personnel without identifying the complainant or alleged respondent.

If the complainant decides to move forward with a complaint the Harassment and Discrimination Coordinator will meet with the respondent(s) as soon as possible and do the following:

- a) identify options available to the individual respondent(s);
 - b) review informal means of resolving the problem including arrangements to have a third party facilitate an informal resolution;
 - c) advise the respondent(s) concerning his/her rights and responsibilities under this policy;
 - d) assist the respondent(s) in understanding the complaint;
 - e) advise the respondent of his/her representation rights including, but not limited to, union representatives and collective agreements.
- 4) No reprisals will be taken against individuals solely because they have sought advice pertaining to incident(s) of harassment and/or discrimination.
 - 5) After a complaint is made the Harassment and Discrimination Coordinator, in consultation with the appropriate supervisory or academic personnel, will determine if any immediate action or interim measures are required to protect the University, its community, or any of its members. These measures may include, but are not limited to, limiting access to facilities, making arrangements for alternative grading or supervisory relationships, or discontinuing contact between the complainant and the respondent during the period of proceedings under this policy.
 - 6) A third party, selected from a pool of qualified facilitators, trained in mediation and or conflict resolution requested to facilitate an informal resolution to a complaint shall attempt to bring about a resolution. At all times he/she shall respect confidentiality and shall understand that he/she cannot impose any form of discipline, sanction or redress. Such party shall not be called as a witness in any subsequent formal investigation under this policy.

- 7) A complainant may proceed directly to the formal complaint process, pursuant to the Harassment and Discrimination Policy, without having attempted an informal resolution.
- 8) A complainant may choose not to proceed to the formal complaint process, pursuant to the Harassment and Discrimination Policy, even if the informal resolution has proven to be unsuccessful.
- 9) A complainant may choose to proceed under the terms of the Ontario Human Rights Code, with a complaint either with or without attempting resolution as provided under this policy.

A complainant may choose to institute criminal or civil proceedings with respect to the subject matter of a complaint being dealt with under this policy.

Commencement of proceedings in the courts under the criminal or civil law with respect to the subject matter being dealt with under this policy will not necessarily affect the processing of complaints under this procedure.

The right to institute civil proceedings as stated above shall not bar either the complainant or University from taking the position in any civil proceedings that the complainant's right to seek redress for the alleged harassment/discrimination is restricted to the procedures under the Harassment and Discrimination Policy and that a Court has no jurisdiction to hear such claim.

6.2. Formal Process

- 1) In a formal investigation of a complaint, the following time lines will apply:
 - a) All references to days mean working days.
 - b) All references to months mean calendar months.
 - c) All deadlines are binding, except in situations in which the parties mutually agree to extend them or the President determines the circumstances justify an extension of the time limit in accordance with paragraph 6.2.9 below.
 - d) A formal complaint must be made as soon as possible, normally no later than six (6) months after the incident, or most recent incident. (See 6.2.9)
- 2) The President will identify five (5) persons from outside the University community who are qualified to serve as investigators in formal harassment and discrimination complaints. The names and backgrounds of these individuals will be available, upon request, to members of the University community.
- 3) A formal letter of complaint must be in writing and signed by the complainant before a formal investigation will be initiated. Emailed complaints will not be accepted.
- 4) A formal letter of complaint must be addressed to the Harassment and Discrimination Coordinator and should be delivered by hand or in a sealed envelope marked "Confidential".
- 5) A letter of complaint must contain to the best knowledge of the complainant, the following information about the alleged incident(s) of harassment/discrimination: the name of the respondent(s), the place(s) the incident(s) occurred, date(s) of the incident(s), the prohibited ground(s) and nature of the harassment/discrimination, and any other relevant information.
- 6) The Harassment and Discrimination Coordinator will supply the respondent(s) with a copy

of the complaint within five (5) days of receiving it from the complainant.

7) The Harassment and Discrimination Coordinator will supply the President with a copy of the complaint within five (5) days of receiving it from the complainant. Within five (5) days of receiving a copy of the complaint from the Harassment and Discrimination Coordinator, the President will select an investigator on a rotation basis in order of their listing subject to availability and will advise the Coordinator of the name of the investigator.

8) The Coordinator shall inform both parties of the investigator and his/her background.

9) A formal investigation may proceed, notwithstanding that such complaint is made after the six (6) month time period, if in the opinion of the President in consultation with the Harassment and Discrimination Coordinator, the circumstances justify doing so.

10) The investigation will be carried out as expeditiously and effectively as possible. The University will endeavour to have the investigation concluded within ninety (90) days of receipt of the complaint.

11) The investigation will normally include interviews with the complainant, interviews with the respondent(s), and interviews with others considered by the investigator to have information relevant to the complaint. The investigation will be conducted pursuant to rules of natural justice.

12) Upon completion of the investigation, the investigator shall give a written report of the investigation to the President with a copy to the Coordinator.

13) The report to the President shall include: determination on whether the complainant has established that harassment and/or discrimination as defined in the policy has occurred, a review of the facts, findings on the facts and the reasons/grounds on which such determination was based, recommendations on sanctions and/or redress if appropriate, and other such relevant information.

14) Where the complaint involves allegations against President, the Chair and Vice-Chairs of the Board of Governors will perform the role assigned to the President in paragraphs, 2.7, 2.9, 2.12, 2.13, 2.15 and 2.16 of the Procedures.

15) Within ten (10) days of receiving the investigator's report, the President will give a copy of the investigator's report to the complainant and the respondent and will advise them of his/her decision regarding resolution of the complaint.

16) The President may elect not to appoint an investigator to a complaint of alleged harassment and discrimination for reasons which include but are not limited to the following:

- a) the complaint is not based on a protected ground under the Ontario Human Rights Code;
- b) the complaint is not based on conduct or comment that fits the definition of harassment or discrimination set out under this policy;
- c) the complaint is malicious, trivial, vexatious or made in bad faith;
- d) the complaint has been addressed or is being addressed through another resolution process available to the parties;
- e) the complaint has been subject of a formal complaint to the police or the Ontario Human Rights Commission.

When the President elects not to appoint an investigator to a formal complaint written notice will

be provided to the complainant stating the reasons for the decision not to appoint an investigator.

6.3 Systemic Complaint/Unknown Respondent Process

- 1) If there is no remedy through the informal process, the complainant may request a formal investigation into the complaint.
- 2) The complainant will write a letter of complaint according to the formal procedures outlined in section 6.2 (Formal Process). The letter of complaint should contain as much of the relevant information regarding the dates, place, nature and grounds of the allegation of harassment/discrimination as possible.
- 3) The Harassment and Discrimination Coordinator will give a copy of the letter of complaint to the President, who will appoint an investigator or team of investigators not necessarily from the list of five as established under 6.2.2.
- 4) Due to the difficulty in identifying and investigating complaints of a systemic nature, there may be an extension in the time lines established in section 6.2 as necessary, with the exception of 6.2.1 (d), which requires that the complaint normally be made no later than six (6) months of the most recent incident.
- 5) The President will communicate the findings of the investigation and any resulting remedies to the complainant with a copy to the Coordinator.

Tuition Waiver - Staff and Faculty

Policy Category: Human Resources
Financial

Approved By: Executive Team

Effective Date:

September 1972 [Revised January 1989; September 1991; September 1995; November 1997; December 1998; Recommended by Board Governors to be approved by President/PPG 6 February 2003; 1 July 2004; 31 May 2006; 15 August 2007; February 2008; September 2008; 18 December 2009; 1 May 2016; 20 March 2018; October 8, 2019]

Rationale

This program is intended to provide eligible employees and their family members with the opportunity of furthering their educational/career development by making Lakehead University undergraduate and graduate courses available to them at reduced cost.

Policy

This policy provides, subject to the definitions and guidelines, a tuition fee exception for staff, faculty, spouses and dependents.

Individuals who enroll in Lakehead University graduate or undergraduate credit courses are eligible for a tuition waiver equivalent to the maximum of the domestic fee for a student enrolled in the first year of a program in the Faculty of Social Sciences and Humanities. This annual maximum applies per budget year (May 1 to April 30) and a lifetime maximum of \$30,000 is established per staff member, spouse or dependent. For current rates, please visit: Schedule of Academic Fees (Undergraduate – Arts/Science).

The maximum amount of assistance that a student is eligible to receive from the non-endowed/trust funds of the University is that of full tuition. The scholarship will be deemed to have been paid first and then the tuition waiver up to the amount of the full tuition. For those who have been awarded the Presidential Scholarship or the Northwestern Ontario Leaders' Scholarship, they will receive the full value of these scholarships.

Definitions

Dependents: Unmarried children of an employee, under the age of 26 years and in the full or part time Fall/Winter term and/or the Spring/Summer term and totally dependent upon the employee for support.

Spouse: An individual to whom the employee is legally married, or his/her common-law spouse who is an individual of either sex with whom the employee cohabits and publicly represents as his/her spouse.

Staff:

1. Established Position - A permanent position approved by the Board of Governors.
2. Lakehead Contract Employee - A person working under a specific work arrangement for a specified period of time. A contract employee will be eligible for tuition waiver after 12 months of employment, and a spouse and/or dependent(s) will be eligible after the contract employee has completed 3 years of continuous employment.
3. Special Contract Employee - A person working under a specific work arrangement that is not directly funded by the Lakehead University operating budget. A special

contract employee, spouse and dependent(s) will be eligible for tuition waiver if the funding agency agrees to pay for the tuition benefit.

Faculty:

1. Effective July 1, 2004, a full-time member, his/her dependent and/or the spouse of a member with a full-time appointment. No full-time member, dependent or spouse will be entitled to exceed the tuition waiver maximums specified in this policy.
2. A member with an appointment as a Contract Lecturer Member at Level 2 or Level 3 will receive an \$800 tuition waiver credit to be used by the member and/or his/her spouse/dependents who enroll in a regularly-scheduled University course for academic credit in the current or subsequent academic year. No Contract Lecturer Member at Level 2 or Level 3, dependent or spouse will be entitled to exceed the tuition waiver maximums specified in this paragraph.

Guidelines

1. Employees in established positions are eligible for a tuition waiver.
2. Employees on approved job sharing arrangements may apply for a tuition waiver on a pro-rated basis.
3. Spouse and dependents of staff may apply for a tuition waiver.
4. At retirement, an employee is eligible for a tuition waiver for any course(s) in which he/she is currently enrolled.
5. A spouse or dependent of an employee who retires at normal retirement date will continue to be eligible for the tuition waiver until he/she has completed the undergraduate course(s) or graduate course(s) in which he/she is currently enrolled.
6. A spouse or dependent of an employee who dies will continue to be eligible for the tuition waiver until he/she has completed the course(s) in which he/she is enrolled and for the next two academic years, subject to lifetime maximum.
7. The tuition waiver will be effective from the date of hire to the date of termination. If an employee joins Lakehead University in the middle of a term, the tuition waiver will be pro-rated at the start of the next term.
8. An employee who is on sick leave with pay, or for the first 24 months of receiving payment under a plan for long-term disability, or receiving payment under the Workplace Safety and Insurance Act, or is on maternity/paternity/parental leave, is eligible for a tuition waiver as if he/she were at work. A spouse or dependent of such an employee is similarly eligible.
9. An employee on an approved leave without pay for non-medical reasons for a term in excess of one month is ineligible for a tuition waiver while on such leave. Spouse and dependents are also ineligible.
10. Courses are to be taken outside of normal working hours. An exception may be made if the course is a prerequisite for the member's job position. A request to take the course during working hours must have the approval of the appropriate Chair/Director/Dean and an explanation of how the time will be made up. Time taken for any courses during working hours shall be made up by the employee.

11. Tuition costs for employees in established positions are an operating cost for Lakehead University. Budgets will be established against which the cost of waivers will be charged. Tuition costs for contract employees will be charged against the contract funding.
12. This policy does not apply to audit fees, co-op program participation fee (work term), activity fees, lab fees, field trip fees, or other incidental fees that may be required.
13. Lakehead Contract Employees hired prior to July 1, 2004 are covered by the eligibility definitions in their contracts in place as of June 30, 2004.
14. If two faculty or staff are related to a dependent child, the dependent child will be eligible for only one scholarship.
15. Tuition waiver for spouses and dependents is scholarship income for the student receiving the benefit and, accordingly, the student will receive a T4A slip.
16. Completed application forms, signed by the supervisor of the employee, must be forwarded to the Office of Human Resources at the same time as the registration takes place. The supervisor's signature is not only required for employee applications, but also for spouse and dependent applications.
17. Policy interpretation should be directed to the Associate Vice-President of Human Resources.

Review

The Associate Vice-President of Human Resources will review this policy within three years.

b) STAFF DEVELOPMENT

A full time regular employee having successfully completed their probationary period may enroll in a non-university course that is job related and have seventy-five percent (75%) of the tuition fees (up to a maximum of \$500.00 annually) reimbursed to the employee (providing he is still employed) upon presentation of proof of successful completion of the course, and subject to the following conditions:

- * the course must be taken outside of working hours;
- * prior written approval must be obtained from the department head; and,
- * prior authorization from the Associate Vice-President, Human Resources must be obtained.
- * the employee has not received Staff Development funding for the same course in the past.

It is understood that the University shall determine whether an aforementioned course satisfies the criteria of being job related.

The maximum expense to the University for Unifor members' claims under this article shall not exceed \$2,000.00 in any one budget year.

It is understood that this Letter of Understanding shall become effective at the beginning of the 2019/2020 budget year.