

**COLLECTIVE AGREEMENT**

**BETWEEN**

**LAKEHEAD UNIVERSITY**  
**(Hereinafter called the "University")**

**of the First Part;**

**AND**

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION**  
**LOCAL 96**  
**(Hereinafter called the "Union")**

**of the Second Part**

**JULY 1, 2020 TO JUNE 30, 2023**

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## **Article 1: General Purpose**

**1.01** WHEREAS the University and the Union recognize their mutual interest in establishing and maintaining satisfactory relations in matters pertaining to wages, hours and other conditions of employment, and providing means for the prompt and fair settlement of all disputes arising from the application or interpretation of this Agreement, the parties mutually agree as follows:

## **Article 2: Gender Neutral Language**

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

## **Article 3: Legislative Changes**

**3.01** Should any article of this Agreement be determined illegal by any judicial or legislative action, the remaining articles shall continue to be operative and binding upon both parties hereto.

## **Article 4: Recognition**

**4.01** The University recognizes the Union as the sole and exclusive collective bargaining agent for its office and clerical employees (as defined in Schedule B) employed at Lakehead University, Thunder Bay, Ontario, save and except:

- a) professional employees;
- b) supervisors, and employees whose positions are classified outside of the Salary Grades as listed in Schedule A;
- c) persons regularly employed for less than 17.5 hours per week;
- d) students employed during their vacation periods;
- e) students funded by the Lakehead University Work Study Program;
- f) all persons employed in the offices of the President, Vice President, Assistant to the President and the Associate Vice-President of Human Resources;
- g) nine (9) executive secretaries;
- h) three (3) persons employed in the Finance (Payroll) Department; and
- i) persons excluded by the Labour Relations Act of Ontario.

**4.02** For part time employees as defined in Schedule B - Employment Classifications, the following Articles of this Agreement shall not apply or shall only apply in the modified manner set forth in the specific Article: 4 (Recognition); 10 (Employment Opportunities); 12 (Seniority, Layoff and Recall); 15 (Hours of Work and Overtime); 17 (Paid Holiday); 18 (Vacations); 19 (Sick Leave); 20 (Maternity and Adoption Leave); 22 (Leave of Absence); 23 (Health, Insurance and Pension); 29 (Leave for Jury Duty); Schedule A, Schedule B and Letters of Understanding B, C, D and E.

**4.03** For casual employees as defined in Schedule B - Employment Status, the provisions of this Agreement do not apply.

**4.04** Temporary employees as defined in Schedule B will not be covered by the provisions of this agreement save and except payment of union dues and being hired at the start rate or more for the level of work being performed and eligibility for benefits for those who are hired for eight months or more.

**4.05** The University agrees that persons excluded from the bargaining unit will not perform duties that are normally assigned to Bargaining Unit employees except for the purpose of:

- a) training employees
- b) holiday relief
- c) short-term illness relief
- d) emergencies when bargaining unit members in the department are not available.

## **Article 5: Relationship**

**5.01** Each of the parties hereto agrees that there will be no discrimination, interference, restraint, or coercion exercised or practiced upon any employee because of participation or lack of participation in Union activities.

**5.02** The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the University except as specifically provided for in this Agreement.

**5.03** All present employees covered by this Agreement shall become members of the Union and shall continue as such for the duration of this Agreement as a condition of employment.

**5.04** It is agreed that a representative of the Union shall be given the opportunity to interview each new employee prior to the completion of the 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. Such interviews shall not exceed thirty minutes.

**5.05** A new employee covered by this Agreement shall become and remain a member of the Union.

**5.06** The University will not be required, as a Union shop condition, to discharge any employee for reasons other than non-payment of Union initiation fees or dues, uniformly required by all members.

**5.07** The University will deduct from the salaries of Union members Union initiation fees, dues and special assessments laid down by the constitution and bylaws of the Union (see Article 22.07).

**5.08** The Union shall notify the Associate Vice-President, Human Resources in writing of any authorized change to initiation fees, dues and special 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 the implementation. The changes shall become effective on the first day of the following month.

**5.09** At the end of each calendar month and prior to the tenth of the following month, the University shall remit to the Secretary-Treasurer of the Union the total of the deductions made.

**5.10** The University agrees to provide the Union, on a monthly basis, with an alphabetical listing of the full names of all employees from whom Union initiation fees or dues have been deducted.

**5.11** The University agrees to notify the Union in writing of hires, transfers, promotions, demotions, job evaluation results layoffs, terminations, recalls, leaves of absence, suspensions, disciplinary action and discharges.

### **5.12 Transfers to Non-Union Positions within Lakehead University**

An employee may accept a transfer to a temporary position within Lakehead University excluded from the bargaining unit and shall be subject to the following terms and conditions:

The immediate supervisor at their discretion may grant the employee a Leave of Absence in order to take a temporary position outside of the bargaining unit.

The period of exclusion shall be up to twelve (12) months, which may be extended by mutual consent between the employee, the Union, and the University to a maximum of twenty-four (24) months.

Seniority shall continue to accumulate for the length of the temporary transfer.

The employee shall pay the equivalent of Union dues bi-weekly by payroll deduction for the duration of the transfer.

The employee shall return to the employee's former position.

The employee will continue to receive COPE Union benefits including vacation and sick throughout the duration of the leave.

The position left vacant may be filled with a temporary employee as defined in Article 4.04.

### **Article 6: Management Rights**

**6.01** The Union acknowledges that it is the exclusive right of the University, provided that this right is not exercised in a manner inconsistent with the terms of this Agreement:

- a)** to generally manage the affairs of the University;
- b)** to maintain order, discipline, efficiency, and to establish and from time to time to alter rules and regulations to be observed by employees;
- c)** to hire, transfer, classify, promote, demote, layoff, recall, assign duties, and to suspend, discipline, or discharge any employee for just cause;
- d)** to inform the Union Committee in writing of any changes concerning rules and regulations as referred to in (b) above as they are initiated.

### **Article 7: Committee Persons**

**7.01** The Union Committee may consist of five (5) employees of the University, one of whom may be the President or Vice President of the Union. The Union Committee shall cooperate with the University in the administration of this Agreement and shall deal with all grievances, negotiations and any matter properly arising out of this Agreement.

**7.02** The names of Committeepersons, chairpersons and members of the Union Committees shall be given to the University in writing. The University shall then notify the supervisors of the Committeepersons in writing, briefly outlining the duties of the Committeeperson.

**7.03** The University undertakes to instruct all members of its supervisory staff to cooperate with the Committeepersons in the carrying out of the terms and requirements of this Agreement.

**7.04** The privilege of a Committeeperson to leave work without loss of wages to attend to business between the Union and the University is granted on the following conditions:

- a)** there shall be no solicitation of members, discussion of grievances (except in the case of discharged persons) or other Union activities during working hours, except as specified in this Agreement;
- b)** in discussion of complaints and/or grievances, a reasonable time may be granted and the University may limit time devoted to discussion of complaints and/or grievances if it deems the time so used to be excessive;
- c)** before leaving the work area to attend to authorized Union business, the Committeeperson concerned shall obtain the permission of the supervisor. Such permission shall not be unreasonably withheld.
- d)** before entering a department to discuss Union business, a Committeeperson or Union Officer must first contact the supervisor to advise as to the general nature of business.
- e)** Union Meetings: The Employer agrees to allow employees a two-hour lunch break to attend one meeting for the ratification of the Collective Agreement.

**7.05** The Union Committee shall be entitled to have present and be represented by a representative of the Canadian Office and Professional Employees' Union at all meetings between the University and the Union.

**7.06** No person shall be present as a member of the Union Committee for the consideration of their own personal grievances.

**7.07** No employee or group of employees shall undertake to represent the Union at meetings with the University without the proper authorization of the Union. Such authorization shall be provided to the Office of Human Resources in written form.

**7.08** The University agrees to hold regular meetings with the Union Committee to discuss items of mutual interest. These meetings will be scheduled for the first Wednesday of every month, provided that either party presents an agenda to the other party by the preceding Monday.

## **Article 8: Prohibition of Strikes, Work Stoppages and Lockouts**

**8.01** During the term of this Agreement, the University or its representative(s) shall not cause any lockouts, and the Union agrees that neither it nor its member(s) shall cause or sanction any strikes, slowdowns, or other interruption of work. If such action should be taken by the employees, the Union will instruct the said employees to return to work and to perform their regular duties and to resort to the established grievance procedures.

## **Article 9: Probationary and Trial Periods**

**9.01** A new employee shall be considered a probationary employee until the employee has completed up to four (4) months of continuous service within the bargaining unit.

When an extension of the probationary period may be necessary, the supervisor will meet with the employee to discuss the reason(s) for an extension. After this meeting, the probationary period for an employee may be extended by mutual agreement between the University and the Union for up to a further two (2) months. The Union shall be advised in writing of the University's intent within the initial four (4) month probationary period. Agreement to extend a probationary period will not be unreasonably withheld.

The discharge, 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.

**9.02 a)** An employee transferred or promoted to a new position within the Bargaining Unit shall be considered to be on a trial period for up to three (3) continuous months. When an extension of the trial period may be necessary, the supervisor will meet with the employee to discuss the reason(s) for an extension. After this meeting, the trial period

for an employee may be extended by mutual agreement between the University and the Union for up to a further two (2) months. The Union shall be advised in writing of the University's intent within the initial three (3) month trial period. Agreement to extend a trial period will not be unreasonably withheld.

**b)** At any time prior to the expiration of this trial period, the employee may return or be returned, subject to Article 12.02, to their previous position without loss of seniority or salary progression, and such action shall not be made the subject of a grievance. If an employee is returned to their previous position, reasons for such return will be provided to the Union upon request.

**9.03** An employee who is on a probationary or trial period is restricted from bidding on a posting during their probationary or trial period unless mutually agreed to by the University and the Union.

**9.04** In the event that the probationary or trial period is extended, all affected probationary and/or trial periods shall be extended by the corresponding period of time.

**9.05** In the event that a trial period is not completed, any other employee promoted or transferred because of the re-arrangement of the position may also be returned to their former position without loss of seniority or salary progression subject to Article 12.02.

## **Article 10: Posting and Filling Vacancies**

**10.01** When a vacancy occurs, or a new position is created or a position is reinstated within the Bargaining Unit, a notice of the position shall be sent to the Union Committee and posted on the University Website for five (5) working days:

Any subsequent vacancy arising from:

- a)** the filling of the original posting
- b)** the termination or resignation of an employee on a probationary period
- c)** the return to their former position of an employee on a trial period

shall be posted for a period of five (5) working days.

The posting shall show level and job title and the basic requirements for the position.

Applicants for a posted vacancy shall apply in writing, including a cover letter and resume on or before the expiry date of the posting.

When an employee's position is upgraded through job evaluation, the position will not be subject to posting.

**10.02** In this section, vacancies shall be defined as those resulting from death, retirement, resignation, termination, permanent promotion of an employee or the creation of a new position.

Once a vacancy has been approved, it will be posted within ten (10) working days of the approval, and attempts will be made to fill the vacancy within twenty (20) working days.

**10.03 a)** Full time and part time applicants (excluding Temporary and Casual employees) within the Bargaining Unit who meet the minimum posted requirements will be given first consideration when filling a vacancy. Interviews will be granted to those internal applicants who best meet the minimum posted requirements.

**b)** Among internal applicants for the posted vacancies, the following factors shall be considered:

- i) the ability to perform the required duties of the posted position as demonstrated through previous experience, and
- ii) previous work record.

When these factors among two (2) or more applicants are considered equal, then seniority shall be the governing factor in making the selection for the position.

**10.04** If a member of the Bargaining Unit wishes to make application for a posted vacancy after the expiry date of the posting, such application shall be received and shall be considered in the same manner as an application received from a candidate who is not a member of the Bargaining Unit. The failure of an employee to succeed in a job posting for which an application for consideration was submitted after the expiry date for such posting shall not be made the subject of a grievance.

**10.05** The University shall notify the Union in writing of the names and seniority of successful applicants within three (3) working days of the appointment.

**10.06** The successful applicant will be placed on a trial period as per Article 9.

**10.07** All internal applicants shall be notified by the University in writing of the name of the successful applicant within five (5) working days of the decision.

#### **Article 11: Equal Opportunity**

**11.01** The University and the Union agree that there will be no discrimination against any employees or prospective employees in regard to employment based on the prohibited grounds as defined in the Ontario Human Rights Code.

#### **Article 12: Seniority and Layoff**

**12.01** Seniority shall be defined as length of continuous service in a full time position with the University from the date of hire in a COPE position and shall become effective after the successful completion of the probationary period as defined in Article 9.01. Seniority for employees is subject to Article 12.07.

**12.02 a)** When it has been determined by the University that layoffs and/or redundancies are to occur, the University and the Union shall meet to discuss the layoffs and/or redundancies and to identify those employees to be laid off or have their positions declared redundant. Layoffs shall be in reverse order for positions with multiple incumbents.

**b)** An employee who has been laid off may bump an employee with less Bargaining Unit wide seniority in a position in the same or lower job level, provided the employee has the necessary qualifications and abilities to perform the work in question.

Should an employee elect layoff in lieu of exercising bumping rights, the employee shall do so in writing within three (3) working days of receiving written notice of layoff.

**c)** If an employees present position is declared redundant, the employee shall be transferred to the first vacant position within the same level and which the University has approved for re-staffing, provided the employee has the necessary qualifications and abilities to perform the work in question.

If an employee is serving a trial period and the employees previous position is declared redundant and the employee fails to satisfactorily complete the trial period, the employee shall be transferred to the first vacant

position within the same level and which the University has approved for re-staffing, provided the employee has the necessary qualifications and abilities to perform the work in question.

Such vacant positions will not be posted as provided in Article 10 of this Agreement.

An employee who is transferred to a vacant position shall be given up to three (3) months to demonstrate the ability to perform the duties and responsibilities of the new position. An employee who fails to perform satisfactorily during the trial period shall be entitled to one bump at the same or lower job level. Should the employee be unsuccessful in this position, the employee shall be laid off.

When no vacancy is available, an employee shall be allowed to bump an employee with less seniority in a position in the same or lower job level provided the employee has the necessary qualifications and abilities to perform the work in question.

Should an employee elect layoff in lieu of exercising the transfer option, the employee shall do so in writing within three (3) working days of receiving written notice of transfer.

**d)** An employee who uses bumping rights to replace a less senior employee shall be given up to three (3) months to demonstrate the ability to perform the duties and responsibilities of the new position. An employee who fails to perform satisfactorily during this trial period shall be entitled to one additional bump at the same or lower job level. Should the employee be unsuccessful in this position, the employee shall be laid off.

Any employee remaining on the payroll who was replaced by the above employee must return to their former position without loss of seniority or salary progression.

**12.03** Employees on layoff may apply for vacancies through the job posting procedure outlined under Article 10 Employment Opportunities.

**12.04** Promotions to positions excluded from the Bargaining Unit shall not be subject to the provisions of this Article.

**12.05** Two copies of the seniority list will be issued to the Union by the University no later than the end of January and July;

**12.06** It is recognized that the University has or may have positions within the Bargaining Unit that, from time to time because of the nature of the service rendered, require staffing for less than twelve (12) months a year. In such cases, where less than twelve-month employment is identified on the job posting, the University may effect a layoff of such employees for a period of up to four (4) months without regard to the seniority and bumping provisions of the Collective

Agreement. For purposes of vacation, sick leave credits, and benefits, all accumulations or credits shall be based on the actual period worked.

The University shall advise the Union of the name, date of hire and level and job title of any individual to be employed under the conditions herein, and will meet to provide an explanation of the circumstances surrounding any such offer of employment, should the Union so request.

**12.07** Part time employees shall accumulate seniority based on hours worked, and if such an employee is appointed to a full time position then they shall be credited with their total continuous part time service for seniority (upon the successful completion of their probationary period) and vacation leave entitlements. For the purposes of this article one year of service equals 1820 hours.

### **Article 13: Loss of Seniority – Termination**

**13.01** An employee shall lose their seniority standing (subject to complaint or grievance procedure) and their name shall be removed from the seniority list and their employment shall be terminated if:

- a)** the employee voluntarily leaves the employ of the University or retires under the terms of the University Pension Plan;
- b)** the employee is discharged and not reinstated;
- c)** the employee has been laid off for a continuous period of twelve (12) months;
- d)** the employee is absent from work without leave for more than two (2) consecutive days without providing a reason satisfactory to the University;
- e)** the employee fails to report to work at the termination of a leave of absence without providing a reason satisfactory to the University.

**13.02** The inability of an employee to work by reason of illness or accidental injury shall not result in loss of seniority rights and termination of employment during a period of two (2) years and such period, after a review, may be extended by mutual consent of the University and the Union the parties agree that this clause will be interpreted in accordance with the Ontario Human Rights Code

### **Article 14: General**

**14.01** In all instances where the term Committeeperson is used in this Agreement, the meaning will be deemed to be equivalent to the recognized term of Steward.

**14.02** When notice is required, the University shall send registered mail to an employee at the last address shown on the employment record or on the payroll records of the University and such notice shall be deemed to have been given when delivered to the postal authorities.

**14.03** It is the responsibility of the employee to keep the University and the Union informed at all times of their correct address.

**14.04** The Union shall have the privilege of posting approved notices at specified locations within the buildings of the University. The University shall be furnished copies of all such notices prior to their posting and they shall be posted only after receiving approval from the Associate Vice-President, Human Resources.

### **Article 15: Hours of Work and Overtime**

**15.01 a)** For full time employees covered by this Agreement, the standard hours of work shall be seven (7) hours per day, as prescribed by the University, and exclusive of a one-hour lunch period. The standard work week shall consist of thirty-five (35) hours per week, such work to be performed in five (5) consecutive days from Monday to Friday. Employees may request to change their start and finish times as long as they meet the operational needs of the department and the standard hours of work. Employees will submit their requests in writing directly to their Supervisor. Supervisors will consider these requests for approval based upon the operational needs of the department. All such approvals can be cancelled within a minimum of 2 weeks notice, at the discretion of the Supervisor.

**b)** For positions within departments that provide service seven (7) days per week, the standard work week shall consist of thirty-five (35) hours per week, such work to be performed in five (5) consecutive days between Monday and Sunday. This shall only apply to employees hired on or before December 14, 2018. The above shall not

constitute a guarantee of hours of work per day or hours of work per week. Prior to any departmental change to standard operating hours, written notice will be given to the Union.

c) For part time employees covered by this Agreement, hours of work may be scheduled from Monday to Sunday, inclusive, as determined by the department head. The University shall post a schedule a minimum of two weeks in advance. Changes to the posted schedule may be required on less than two weeks notice based on operational needs.

**15.02** All employees shall be permitted a fifteen (15) minute rest period both in the first half and second half of the normal days work.

**15.03** Overtime pay will not be deducted due to lost time, if the lost time is due to illness or authorized leave of absence with pay.

**15.04** Time in excess of the standard work day or standard work week must be authorized in writing by the employee's immediate supervisor. Employees shall be paid on the following basis for all such authorized hours:

- a) Monday through Saturday - time and one half;
- b) Sunday - double time;
- c) Paid Holidays - double time in addition to holiday pay.

**15.05** Any employee may be granted time off, equivalent to overtime pay earned, if mutually agreeable to the employee and the employee's supervisor.

**15.06** Part time employees shall qualify for overtime at time and one-half their regular rate for all hours worked in excess of thirty-five (35) hours per week.

## **Article 16: Wages**

**16.01** The wages during the term of this Agreement shall be those shown in Schedule A attached hereto and made a part of this Agreement.

**16.02** Wages shall be paid bi-weekly on Friday.

## **Article 17: Paid Holidays**

**17.01 a)** The University recognizes the following as paid holidays:

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

and three (3) days as designated by the University to coincide with the University's Christmas closure. If additional days off are required, employees will be given the option of charging the day(s) as vacation, overtime, or as leave without pay.

**b)** An employee who is required to work on a paid holiday shall be paid for the holiday and, in addition, will receive time and one half (1.5) the regular rate for all hours worked.

**17.02** Any paid holiday as designated by the University covered by this Agreement which falls on a Saturday will be observed on either the preceding Friday or the following Monday.

**17.03** Any paid holiday covered by this Agreement which falls on a Sunday will be observed on the following Monday.

**17.04** Each employee shall be paid for each holiday, provided that they work their regularly scheduled days or is on an approved paid leave of absence immediately preceding and immediately following such paid holiday, or if they have been absent on an approved unpaid leave of absence totaling no more than five (5) working days immediately preceding and/or following the holiday.

**17.05** Part time employees shall receive University designated holidays with pay, with such calculations made in accordance with the provisions of the Employment Standards Act.

**17.06** Upon prior written request from the University (at least thirty (30) calendar days), the Union agrees to meet with the University regarding any change to the Paid Holiday Schedule. The Union will not unreasonably withhold consent to amend the Paid Holiday Schedule in an instance of this type.

## **Article 18: Vacation**

**18.01** The year on which normal annual vacation entitlements are based is defined as the preceding period from July 1st to June 30th.

**18.02** An employee who has completed their probationary period shall be entitled to paid vacation in accordance with the following provisions:

**a)** an employee with less than one (1) year of service prior to June 30th each year is entitled to 1.25 days of vacation with pay for each month of service worked prior to that date;

**b)** an employee having completed twelve (12) months of service as of June 30th each year is entitled to three (3) weeks of annual vacation with pay;

Effective January 1, 2019, the vacation entitlement as per Article 18.02 a) and b) shall apply to existing and new employees.

**c)** an employee having completed eight (8) years of service as of June 30th each year is entitled to four (4) weeks of annual vacation with pay, subject to Article 18.03;

**d)** an employee having completed seventeen (17) years of service as of June 30th each year is entitled to five (5) weeks of annual vacation with pay, subject to Article 18.03;

**e)** Effective June 30th, 2003, an employee having completed twenty-five (25) years of service as of June 30th each year is entitled to five (5) weeks plus one (1) day of annual vacation with pay, subject to Article 18.03;

**f)** Effective June 30th, 2004, an employee having completed twenty-six (26) years of service as of June 30th each year is entitled to five (5) weeks plus two (2) days of annual vacation with pay, subject to Article 18.03;

**18.03** For the purpose of clarifying Articles 18.02(c), 18.02(d), 18.02(e), 18.02 (f) and 18.02 (g)only, July 1st will be considered to be the anniversary date for employees whose employment commenced after July 1st but prior to December 31st. If such employees terminate their employment, vacation pay on severance will be calculated from their actual anniversary dates.

**18.04** If a paid holiday, as outlined in this Agreement, occurs during an employee's vacation period, they will be granted an additional day's vacation for each holiday in addition to their regular vacation time.

**18.05** Employees may be granted the vacation period preferred by the employee on a seniority basis at such time as may be mutually agreed upon by the employer and the employee.

**18.06** Subject to Article 18.03, an employee leaving the University's service is entitled to vacation pay as follows:

**a)** if the separation occurs after the annual vacation has been taken, the vacation pay will be pro-rated and paid for each month employed during the current year as per the preceding vacation schedule;

**b)** if the separation occurs before the employee has had annual vacation, the vacation pay will be the vacation pay earned as outlined in the preceding vacation schedule plus the vacation pay earned according to the foregoing Article 18.06(a).

**18.07** Vacation entitlements may be carried over or accumulated up to a maximum of five (5) days from one vacation year to the next with prior approval from the supervisor. The Office of Human Resources will be notified in writing of such arrangements. The vacation year runs from July 1st to June 30th. Vacations must be used within one year following the date of earning the vacation.

**18.08** Casual and temporary employees shall receive vacation pay in accordance with the Employment Standards Act, and such vacation pay will be shown separately and paid every pay period.

Part time employees shall receive vacation pay as follows:

a) less than 14,560 hours of service, 6%

b) between 14,560 hours and 30,940 hours of service, 8%

c) between 30,940 hours and 45,500 hours of service, 10%

d) after 45,500 hours of service, 10.4%;

e) after 47,320 hours of service, 10.8%

In reference to a) above, an employee shall not be provided with less vacation pay than entitled to under the Employment Standards Act.

#### **Article 19: Sick Leave**

**19.01** Sick leave shall be interpreted as any period of time when an employee no longer on probation is absent from work with full pay due to sickness or non-compensable accident (under the terms of the Workplace Safety and Insurance Act) rendering the employee unable to perform their regular duties.

**19.02** Employees who have completed their probationary periods shall accumulate sick leave credits on the basis of one and one-half (1 1/2) days per month to a maximum of one hundred and twenty (120) days.

**19.03** An employee who is absent from work due to illness or injury shall notify the immediate supervisor as soon as possible of such absence and its estimated duration. A work related illness or injury must be reported immediately to the immediate supervisor.

**19.04 a)** To qualify for sick leave pay, an employee may be required to provide a statement from their treating physician or nurse practitioner:

i) verifying that the employee has an illness or injury, and

ii) prior to the employees return to work, identifying any restrictions, limitations and/or precautions that may be required.

If the "Lakehead University Employee Medical/Work Limitation Form" is used, the employee will be reimbursed by the University for the cost of completing the form.

**b)** In reviewing an employees' sick leave usage, a Human Resources may interview an employee if usage appears to be excessive, and may request a note from their treating physician or nurse practitioner for periods of sick leave of any duration. The ability of Human Resources to request notes from their treating physician or nurse practitioner under this clause shall expire three (3) months after the interview takes place. Employees requiring doctors notes under this article will not be reimbursed for the cost of these notes.

**19.05** Circumstances may arise whereby an employee is placed on a leave of absence without pay for medical reasons, having previously exhausted available sick leave credits. If such employee, upon return to work, proves unable to perform the assigned work for a period of at least fifteen (15) consecutive working days, the employee shall be returned to the leave of absence in effect prior to the return to work and such leave shall then be deemed to have continued without interruption.

**19.06** Application for Long Term Disability benefits is mandatory for a prolonged illness/disability which may exceed 17 weeks (85 working days). An application must be submitted by the employee to the Long Term Disability carrier in the period of 9 to 11 weeks following onset of the illness/disability. No sick leave as provided in Article 19 shall be paid out after the 17 week period (85 working days) if the employees' claim has been approved.

An employee shall be entitled to sick leave as provided in Article 19 if adjudication of the claim is delayed through no fault of the employee. Similarly, an employee shall be entitled to sick leave if the Long Term Disability claim is denied and the employees' absence from work would otherwise satisfy the terms of Article 19.

For part time employees, the provisions of this Article shall not apply.

## **Article 20: Pregnancy & Parental Leave**

**20.01** An employee who has completed at least 13 weeks of continuous service and is pregnant will be granted or may be required to take pregnancy leave without pay for up to seventeen (17) weeks. Upon completion of her pregnancy leave, an employee is entitled to take sixty one (61) weeks unpaid parental leave. A new parent who hasn't taken pregnancy leave is entitled to sixty three (63) weeks unpaid parental leave which may begin no later than 52 weeks after the day the child is born or comes into the employee's custody, care and control for the first time. An employee electing to take pregnancy leave shall provide her supervisor with a minimum of two (2) weeks' notice in writing of the date the leave is to begin. Where feasible additional advance notice may be provided to her supervisor.

**20.02 a)** An employee who has completed one (1) year of full time employment and agrees to return to the University for one (1) year following her pregnancy leave shall, for a period of up to seventeen (17) weeks, have her maternity leave benefits under the Employment Insurance Act supplemented to an equivalent of ninety-five percent (95%) of her regular wages.

**b)** An employee having completed a minimum of one (1) year of full-time, continuous service and who agrees to return to the University for one year following the 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, the employee shall be obliged to repay the University for any supplemental monies received during the maternity leave.

**c)** At no point shall payments under 20.02 a) and 20.02 b) exceed the amount of top up available under the twelve (12) month Employment Insurance rate.

**d)** All payments made under this policy must be in accordance with the agreement that is filed by the University with Service Canada pursuant to paragraph 37(1) of the Employment Insurance Regulations. Employees do not

have the right to Supplemental Unemployment Benefits (SUB) payments except as specified in the plan. In the event that any employee is unwilling or unable to make a commitment to return to work following the leave, pregnancy/parental leave will be taken without pay. If an employee does not return to work at the end of their pregnancy/parental leave, the employee shall repay to the University any supplemental wages received during the pregnancy/parental leave at the time the employee advises the University of their intent not to return to work. An employee must be entitled to and apply for Employment Insurance Benefits before the supplemental benefit becomes payable. Any employee disentitled or disqualified from receiving unemployment insurance benefits is not eligible for SUB payments. The employee shall provide the University with proof that they are receiving such benefits. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

**20.03** The employee shall give their supervisor, whenever possible, a minimum of two (2) weeks' notice in writing of the date they intend to begin their leave. Where feasible additional advance notice may be provided to the supervisor.

**20.04** The employee is entitled to a fixed minimum post-natal leave of six (6) weeks after the actual date of the birth or ending after no more than seventeen (17) weeks from the beginning of the leave, whichever is the later.

**20.05** If the employee wishes to return to work less than six (6) weeks after the birth, the employee must provide four (4) weeks' notice of their intention to return.

**20.06** If the employee informs their supervisor that they will be returning within the allowable pregnancy/parental leave period and so returns, the employee shall resume their previous position with full seniority. In the event that the employee's position was declared redundant while they were on pregnancy/parental leave, the employee shall exercise their seniority rights as provided for in Article 12.02 on their return to work.

**20.07** If the employee does not return in accordance with Article 20.06, the employee shall be given preference within one year for re-employment with full seniority previously earned in their job classification provided a vacancy shall occur therein and provided such employee shall notify the Associate Vice-President, Human Resources of their desire of re-employment.

**20.08** An employee granted a leave of absence without pay for pregnancy/parental/adoption reasons shall:

- a) receive full vacation entitlement in the following vacation period
- b) accumulate sick leave credits while on leave
- c) accumulate seniority while on leave
- d) maintain their prevailing salary progression date
- e) continue with the benefit coverage provided in Article 23.01 unless the employee advises the University in writing that they do not wish to continue to make employee contributions.

**20.09** A parent other than the birth mother is entitled to one (1) day paid leave within the two (2) week period of the birth of the child. The employee is also entitled to a parental leave in compliance with the Employment Standards Act.

**20.10** Upon request, a male member 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. He is also entitled to a parental leave in compliance with the Employment Standards Act.

**20.11** Should an employee be granted any period of personal leave without pay in conjunction with pregnancy/parental/adoption leave, the provisions respecting this period of personal leave shall be the same as those set out in Article 22.03, regardless of the duration of personal leave so taken.

**20.12** The general terms and conditions that apply to maternity/parental leave as set out above will also apply to an employee upon the legal adoption of a child, provided that the employee qualifies for adoption leave benefits under the provisions of the Unemployment Insurance Act.

**20.13** For part time employees, pregnancy/parental or adoption leave shall be in accordance with the provisions of the Employment Standards Act.

### **Article 21: Bereavement Leave**

**21.01** If the parent, spouse, child, grandchild, brother, sister, mother-in-law, father-in-law or grandparent of an employee dies, the employee, for the purpose of attending the funeral of such deceased person, will not be required to attend at work for a period of up to three (3) consecutive working days following the death of such person, and the employee will not suffer any reduction in pay as a result of the non-attendance at work under such bereavement leave.

**21.02** In the event of the death of a close friend or a relative not referred to in Article 21.01, the employee, upon request, may be granted a paid leave of absence to a maximum of one (1) day for the purpose of attending the funeral.

**21.03** When circumstances indicate additional time is required, permission may be granted by the employee's immediate supervisor.

### **Article 22: Leave of Absence**

**22.01** A department head may, at their discretion, grant a leave of absence without pay and without loss of seniority to an employee for personal reasons. The employee shall be reinstated to the position held prior to their leave of absence if such leave is of less than three (3) months' duration, or after three (3) months' leave of absence to a position in the same classification and/or salary grade to which the employee would be entitled by reason of ability and seniority standing.

**22.02** The following does not apply to employees on pregnancy/parental/adoption leave, Workers' Compensation, or long term disability benefits (refer to Articles 19, 20 and Letters of Understanding A and B):

**a)** An employee granted a leave of absence without pay for a duration of three (3) weeks or less shall:

- i) receive full vacation entitlement in the following vacation period;
- ii) accumulate sick leave credits while on leave;
- iii) accumulate seniority while on leave;
- iv) maintain their prevailing salary progression date; and
- v) continue full benefit coverage.

**b)** An employee granted a leave of absence without pay for a duration in excess of three (3) weeks for non-medical reasons shall:

i) receive vacation entitlement in the following vacation period prorated on the basis of actual service in the year of leave;

ii) not accumulate sick leave credits while on leave;

iii) not accumulate seniority while on leave;

iv) have their salary progression date advanced by the complete duration of the leave (Example: An employee whose progression date is July 1st, after having taken a four (4) month unpaid leave for personal reasons, returns with a progression date of November 1st); and

v) be responsible for paying the full premiums required for the benefit coverage they intend to continue.

**c)** An employee granted a leave of absence without pay for a duration of between three (3) weeks and three (3) months for medical reasons shall:

i) receive full vacation entitlement in the following vacation period;

ii) not accumulate sick leave credits while on leave;

iii) accumulate seniority while on leave;

iv) maintain their prevailing salary progression date; and

v) be responsible for paying the full premiums required for the benefit coverage they intend to continue.

**d)** An employee granted a leave of absence without pay for a duration in excess of three (3) months for medical reasons shall:

i) receive vacation entitlement in the following vacation period prorated from the first day of the fourth month of continuous absence (i.e. a three (3) month period of grace is provided);

ii) not accumulate sick leave credits while on leave;

iii) not accumulate seniority after three (3) consecutive months of absence;

iv) have their salary progression date advanced by the duration of the leave that exceeds three (3) months; and

v) be responsible for paying the full premiums required for the benefit coverage they intend to continue.

**22.03** Should an approved leave of absence without pay be extended to an employee beyond its originally defined duration, the provisions with respect to this leave regarding vacation entitlement, seniority, benefits, etc. shall reflect the actual duration of the leave taken rather than that originally submitted.

**22.04** The University agrees to grant a leave of absence without pay and without loss of position or seniority to employees selected by the Union as delegates for legitimate Union business such as conventions or conferences. The Union will consider the operational needs of the University when requesting such leaves.

**22.05** An employee(s) appointed to the Canadian staff shall be granted a leave of absence without pay, and shall be reinstated to the position held prior to their leave of absence if such leave is of less than three (3) months' duration, or after three (3) months' leave of absence to a position in the same classification and/or salary grade to which they would be entitled by reason of ability and seniority standing.

**22.06** All requests for a leave of absence shall be in writing to the department head or Associate Vice-President, Human Resources as appropriate (Articles 22.01 and 22.02). All granting of requests for a leave of absence shall be in writing.

**22.07** While on a leave of absence without pay, to remain in good standing, the employee is responsible for the payment of Union dues directly to the Union.

**Article 23: Health, Insurance and Pension**

**23.01** As a condition of employment, each full time employee shall enroll, subscribe and participate in:

- a)** the Ontario Health Insurance Plan (OHIP);
- b)** the Supplemental Group Medical Benefits Plan;
- c)** the University Group Life Insurance Plan;
- d)** the Long Term Disability Insurance Plan;
- e)** the University Pension Plan;
- f)** the University Dental Plan; and
- g)** the University Eye Care Plan,

unless specifically exempted by legislation or regulation.

**23.02 a)** For full time employees, the University shall contribute one hundred percent (100%) of the applicable premium for coverage under OHIP, Supplemental Medical and Group Life Insurance referred to in Articles 23.01(a), 23.01(b) and 23.01(c) above, and the Dental Plan and the Eye Care Plan referred to in Articles 23.01(f) and 23.01(g) above.

**b)** For full time employees, the member shall pay one hundred percent (100%) of the applicable premium cost for their coverage under Article 23.01(d) the Long Term Disability Plan Effective January 1, 2007.

**23.03** In the event that any of the foregoing health and medical plans for any reason becomes unavailable or is discontinued, the University shall continue to contribute the premium for any health or medical plans substituted therefor sums of money equivalent to those being paid at the date of such unavailability or discontinuance.

**23.04** Full time employee contributions to the Lakehead University Employee Pension Plan shall be 7.90% of their regular gross pay and shall not be integrated with the Canada Pension Plan. The University shall contribute an amount equal to 7.90% of regular gross pay that is integrated with the Canada Pension Plan.

**23.05** An employee who wishes to retire shall endeavor to provide three (3) months' notice in writing to their supervisor.

**23.06** The University will supply each member with updated information outlining all benefits.

**23.07** The University agrees to provide the Union with a copy of the text of the Lakehead University Employee Pension Plan (LUEPP).

**23.08** The University shall establish and maintain a Joint Employment Benefits Committee, to which the Union shall have the right to appoint one member of the Bargaining Unit who holds a full time position.

**23.09** Part time employees are not eligible for participation in the Long Term Disability Insurance Plan (Article 23.01(d)), the University Dental Plan (Article 23.01(f)) or the University Eye Care Plan (Article 23.01(g)).

**23.10** As a condition of employment, each part time employee shall enroll, subscribe and participate in the Ontario Health Insurance Plan (OHIP). Currently, the University pays a Payroll Tax for OHIP, however, if for any reason this relationship changes, the University will contribute fifty percent (50%) of any applicable premium for a "single" individual.

**23.11** With respect to Supplemental Medical (Article 23.01(b)) for part time employees, those not covered elsewhere must enroll in the University plan and the University will contribute fifty percent (50%) of the applicable premium for a "single" individual. Family enrolment in this Plan is not available.

**23.12** With respect to Group Life Insurance (Article 23.01(c)), part time employees must enroll in the University plan and the University will contribute fifty percent (50%) of the applicable premium for such coverage.

**23.13** Part time employees have the option of eligibility and membership in the Lakehead University Employee Pension Plan in accordance with LUEPP Article 3.01.

**23.14** Retired members beyond the age of fifty-five (55) 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 the coverage under Article 23.01 (b) and (f).

#### **Article 24: Grievance Procedure**

**24.01** Should a dispute arise between the University and any employee regarding the interpretation or alleged violation of the provisions of this Agreement, the following grievance procedure will be followed:

**STEP 1** The employee shall first discuss the complaint with their immediate supervisor and may have a Committeeperson present if so desired. If the employee is not satisfied the Union shall then, within three (3) working days, present a grievance on the approved grievance form to the immediate supervisor who shall, within two (2) working days, give the employee a written reply.

**STEP 2** If the grievance is not resolved, it shall be forwarded by the Committeeperson to the employee's department head within three (3) working days after receipt of the written reply in Step 1. The employee's department head shall, within three (3) working days, render the reply in writing. The Union Committee shall consider the department head's reply and, if it is not satisfactory, the Union Committee shall refer the grievance to the Associate Vice-President, Human Resources within three (3) working days.

**STEP 3** When the grievance is referred by the Union Committee to the Associate Vice-President, Human Resources, the parties shall meet within five (5) working days in which time they will try to resolve the grievance. The Associate Vice-President, Human Resources shall, within ten (10) working days, render a reply in writing.

**24.02** If the parties are unable to resolve the grievance, the Union or the University may refer the matter to arbitration within thirty (30) days.

**24.03** All time limits may be extended by written mutual agreement.

**24.04** Any grievance not filed within five (5) working days after the occurrence which is the basis of the grievance, or within five (5) working days after the employee should reasonably have had knowledge of the said event, shall be deemed to have been waived and shall not be considered.

**24.05** Time limits shall be computed by excluding Saturdays, Sundays and paid holidays.

**24.06** 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 25: Discharge Cases**

**25.01** In the event that an employee who is no longer on probation is discharged from employment, and the employee feels that an injustice has been done, the case may be taken up as a grievance.

**25.02** When an employee has been dismissed without notice, the employee shall have the right to interview a Committeeperson for a reasonable period of time before leaving the University premises.

**25.03** All such cases shall be taken up within three (3) working days of the date the employee is notified of the discharge. A claim by an employee who has attained seniority, that they have been unjustly discharged from employment shall be treated as a grievance if a written statement of such grievance is lodged by the Union Committee with the Associate Vice-President, Human Resources within three (3) working days after the employee ceases to work for the University. The Associate Vice-President, Human Resources shall, within ten (10) working days, render a reply in writing. All preliminary steps of the grievance procedure up to but not including Step 3 shall be omitted in such a case.

**25.04** A discharge grievance may be settled by confirming the University's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

### **Article 26: University and Union Grievance**

**26.01** An allegation by either party that the Agreement has been misinterpreted or violated may be lodged in writing as a policy grievance commencing at Step 3 of the grievance procedure.

### **Article 27: Arbitration**

**27.01** When a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitral, either of the parties may, after exhausting the applicable grievance procedure established by this Agreement, notify the other party in writing of its intent to submit the difference to an Arbitrator. Such notification is to be received by the other party within thirty (30) days from the date of the final decision at Step 3, failing which the grievance shall be deemed to be settled or abandoned.

**27.02** The Arbitrator shall be selected or appointed jointly by the Union and the University, provided that both parties can agree upon some mutually satisfactory person within thirty (30) days after either party has requested the other to agree upon an Arbitrator. If at the end of the thirty (30) days' period mentioned above the parties have not been able to agree upon such a person, either party may forthwith request the Minister of Labour of the Province of Ontario to appoint such an Arbitrator.

**27.03** The decision of the Arbitrator shall be final and binding upon both parties.

**27.04** The decision of the Arbitrator shall not alter, add to, subtract from, modify or change any of the provisions of this Agreement or substitute any new provisions for any existing provisions, nor give any decision inconsistent with the terms and provisions of the Agreement. The Arbitrator shall, however, in respect of a grievance involving the suspension or discharge of an employee, be entitled to modify or set aside such penalty if, in the opinion of the Arbitrator, it is just and equitable to do so.

**27.05** Both parties shall contribute equally to the expenses and remuneration required by the Arbitrator.

## **Article 28: Testing**

**28.01** Employees shall only be required to take tests when such tests are designed exclusively for assessing candidates for promotion, transfer, bumping or placement into a new position.

**28.02** All testing of employees shall be administered under the director of the Office of Human Resources.

**28.03 a)** The University shall notify the Union in advance of any posting that will require assessment. Upon request, the University shall consult with the Union to ensure tests shall be relevant to the requirements of a given classification.

**b)** Tests shall be administered on a uniform basis to all applicants. The University shall not be required to test a bidder who has written a test for the same position or group of positions within the last six (6) months.

**c)** Tests shall be designed so as to enhance objectivity.

## **Article 29: Leave for Jury Duty**

**29.01** When a full time or part time employee is summoned for jury duty or as a court witness, the employee shall not suffer any loss of salary, wages or seniority while so serving. Remuneration paid to the employee by the court must be turned over to the University.

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

**29.02** When a part time employee is summoned for jury duty or as a court witness, the employee shall not suffer any loss of wages while so serving provided that the employee rearranges their work schedule (with supervisory approval) so as to ensure that no working time is missed by reason of such jury or court leave. In this instance, a part time regular employee shall be entitled to keep any remuneration paid to the employee by the court for the performance of jury duty.

## **Article 30: Job Descriptions**

### **30.01 Determination of Job to be Performed/Job Descriptions**

The parties recognize that it is the University's right to determine the job that is to be performed. For existing jobs, the employee and the immediate supervisor will complete and sign a job fact sheet describing the assigned job that is being performed. For newly created positions, the supervisor will complete and sign a job fact sheet describing the job to be performed. All job fact sheets require the approval of the Department Head prior to evaluation.

### **30.02 Evaluation of Positions**

The joint University and Union evaluation committee will meet to evaluate job fact sheets using a formal job evaluation system. Committee members will be trained in the use of the job evaluation system.

### **30.03 Classification Review**

Whenever:

- a)** a job fact sheet is written for a new position, or
- b)** a significant change is made to a job fact sheet

then an approved job fact sheet, completed as per Article 30.01, together with a request for classification review will be forwarded to the Office of Human Resources. The union, employee, supervisor, or Department Head may

initiate a request for classification review. For existing jobs, the supervisor, Department Head and employee shall be notified in writing of the final results of the review.

#### **30.04 Job Evaluation Appeals Committee**

A joint University and Union job evaluation appeals committee shall meet to resolve appeals of job classifications. The employee or supervisor who feels that the position has been incorrectly classified by the evaluation committee may file a written appeal to the appeals committee for consideration. The employee and/or the supervisor may make representation to the committee. The committee may call upon such persons as it deems necessary to give information or advice. The Office of Human Resources shall notify, in writing, the employee and/or supervisor who submitted the appeal of the decision of the committee.

The decision of the joint job evaluation appeals committee shall be final and binding. The decisions of this committee are not grievable.

#### **30.05 Job Reclassification and Salary Adjustment**

In the event that the evaluation results in a job rate lower than that in effect prior to evaluation, the incumbent shall be "red circled".

Effective June 1, 2004, in the event that the evaluation results in a job rate higher than that in effect prior to evaluation, the incumbent's rate will move step by step to the appropriate level in the new salary range, retroactive to the date the request for review was submitted.

**30.06** The joint University and Union evaluation committee or the joint job evaluation appeals committee will schedule a meeting on the first Monday of each month.

### **Article 31: Access to Records**

**31.01** Employees shall have the 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.

**31.02** 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 the employee may submit a notation indicating their disagreement.

**31.03** 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.

### **Article 32: Technological Change**

**32.01** Where the University has decided to introduce a technological change which will alter the status of an employee within the Bargaining Unit, the University undertakes to meet with the Union in advance, to consider measures which might be taken to assist employees so affected. For purposes of this article, technology will be defined as changes in techniques, machines, controls, materials, processes and work organization.

**32.02** 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 and may extend for up to six (6) months.

**32.03** Where a person is affected by Article 32.02, they will receive as much advance notice as possible.

**32.04** The University agrees that an employee who spends the majority of working time operating a computer will be eligible for an eye examination when the employee assumes such a position and once per year thereafter.

### **Article 33: Health and Safety**

**33.01** The Employer and the Union agree to abide by the regulations and obligations as noted in the Ontario Occupational Health & Safety Act and Regulations. The parties will also cooperate to the fullest possible extent in the prevention of accidents and the promotion of safety and health at the University.

The Union shall have the right to appoint a member and an alternate member to the:

- a) Offices and Classrooms Health & Safety Committee;
- b) Retail and Physical Support Services Committee; and
- c) or to any other Health & Safety Committee as required.

**33.02** The University agrees to make COPE members familiar with the Occupational Health & Safety Act, its regulations, and other health and safety related legislation and standards.

### **Article 34: Surveillance Equipment**

**34.01** Surveillance equipment may be installed by the University to protect critical areas from theft, and/or to enhance the personal safety of Members.

**34.02** Surveillance equipment will not be used in Member occupied areas during working hours without the knowledge of the members in the area and the Union.

**34.03** The University will not use surveillance equipment, for the purpose of monitoring Union members work performance.

**34.04** Nothing in this article shall prohibit the employer from using surveillance equipment in addressing any matters related to the Employee Code of Conduct.

### **Article 35: Termination, Duration and Renewal**

**35.01** This agreement shall become effective on the first day of July 2020 and shall remain in full force and effect until the thirtieth day of June 2023, and from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other before the thirtieth of June in any year thereafter in which this Agreement continues to remain in effect.

**35.02** In the event that such notice is given of a desire to amend the Agreement, negotiations shall begin within fifteen (15) days following the delivery of the notice or within such longer time as may be mutually agreed upon.

## Canadian Office and Professional Employees' Union (COPE), Local 96

**Schedule A****Part I - Positions**

Level 1	<i>No current positions</i>
Level 2	Mail/Printing Clerk
	Bookstore Clerk
Level 3	Switchboard Operator
	Bookstore Clerk
Level 4	Library Support Technician
Level 5	Administrative Assistant
	Switchboard Operator
	Program/Administrative Assistant
	Residence Front Desk Receptionist
	Library Clerk
Level 6	Admissions Information Assistant
	Administrative Assistant
	Administrative Clerk
	Library Technician
	Library Assistant
	Library Clerk
	Enrolment Services Processing & Scheduling Assistant
	Residence Operations Clerk
	PhD Program Facilitator & International Student Liaison
	Program Assistant
	Ethics Coordinator/Administrative Assistant
	Scheduling Assistant
Level 7	Administrative Assistant
	Accounts Admissions Clerk
	Customer Service and Collections Associate
	Library Assistant
	Scheduling & Administrative Assistant
	General Merchandise Buyer/Accounts Receivable
	Accounts Payable Clerk
	Shipper Receiver & Supplies Buyer
	Textbook Supervisor
	Gift & Database Administrator
Level 8	Administrative Assistant
	External Relations Associate
	Placement Officer
	Printing /Bindery Operator
	Customer Service Assistant
	Undergraduate Programs Administrator
Level 9	Accounting Analyst
	Buyer/Customs & Traffic Officer

## **Part II - Progressions**

- a) A newly hired employee may be placed anywhere within the salary level to which they are hired depending on their education and experience.
- b) Salary increments will be granted to full and part time employees on the following basis:
  - i) progression steps as outlined in Part IV: Salary Schedule;
  - ii) upon the transfer to a higher rated position, in accordance with the provisions delineated in Part III.
  - iii) in the case of part time employees, 1820 hours shall be equal one (1) year.

## **Part III - Promotions - Transfers - Demotions - Remuneration for Relief**

### **a) Promotions**

An employee promoted to a position in a higher salary grade shall be placed in the salary progression of the new position that is immediately greater than their current salary. Should the increase be less than \$20.00 per month, the next highest rate will be paid and thereafter the respective arrangements regarding progressions as defined in the application of rates shall apply.

### **b) Transfers**

An employee who transfers from one position to another position of equal grade or lower shall be placed at their current year step in the new positions' salary grid and thereafter the respective arrangements regarding progressions as defined in the application of rates shall apply.

### **c) Demotions**

An employee demoted from one position to another position of a lower salary grade shall receive salary at the "1 Year" rate for the position demoted to or their previous salary, whichever is the least, and thereafter the respective arrangements regarding progressions as defined in the application of rates shall apply.

### **d) Remuneration for Relief**

It is understood that employees are expected to fill in for short term vacancies and vacation relief.

- i) Occasionally temporary vacancies will occur in a department resulting from extended leaves of absence. When this occurs, supervisors, when possible, will give priority to qualified existing full time and part time employees in their departments when filling the temporary vacancy. A notice outlining the duties and qualifications needed to perform the work and the duration of the position will be circulated within the department.
- ii) The successful employee would receive the start rate of the temporary position or the next monthly rate of pay which is at least \$20.00 higher than the employee's present salary. Thereafter the respective arrangements regarding progressions shall apply. Upon completion of the temporary vacancy, the successful candidate will return to their former position and appropriate salary.
- ii) An employee relieving in a higher classification that falls outside of the Bargaining Unit will have their salary adjusted according to the University policy statement on Remuneration for Relief. Upon completion of the temporary vacancy, the successful candidate will return to their former position and appropriate salary.
- iii) Filling of positions as outlined in this article may not be made the subject of a grievance.

## Part IV Salary Schedule

Year : JULY 1, 2020 - JUNE 30, 2021

		<b>Start</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>4 Year</b>	<b>5 Year</b>	<b>6 Year</b>
<b>Level 1</b>	Hourly	17.77	18.22	18.76	19.41	20.14	20.58	21.03
	Bi-Weekly	1,243.38	1,275.09	1,312.71	1,359.17	1,410.05	1,441.03	1,472.00
	Monthly	2,693.99	2,762.70	2,844.19	2,944.86	3,055.11	3,122.21	3,189.35
	Annual	32,327.90	33,152.39	34,130.28	35,338.26	36,661.29	37,466.62	38,272.14
<b>Level 2</b>	Hourly	19.41	19.84	20.49	21.09	21.81	22.32	22.81
	Bi-Weekly	1,359.17	1,388.66	1,434.38	1,476.42	1,526.57	1,562.70	1,596.31
	Monthly	2,944.86	3,008.77	3,107.84	3,198.91	3,307.57	3,385.86	3,458.66
	Annual	35,338.26	36,105.24	37,294.05	38,386.98	39,690.84	40,630.37	41,503.93
<b>Level 3</b>	Hourly	20.94	21.44	22.10	22.81	23.43	23.93	24.44
	Bi-Weekly	1,465.36	1,500.76	1,547.22	1,596.63	1,640.14	1,674.80	1,710.81
	Monthly	3,174.95	3,251.64	3,352.31	3,459.37	3,553.64	3,628.74	3,706.76
	Annual	38,099.36	39,019.73	40,227.71	41,512.39	42,643.67	43,544.87	44,481.09
<b>Level 4</b>	Hourly	22.15	22.66	23.40	24.16	24.96	25.51	26.07
	Bi-Weekly	1,550.17	1,586.31	1,637.93	1,691.02	1,747.08	1,786.16	1,824.57
	Monthly	3,358.70	3,437.00	3,548.85	3,663.90	3,785.33	3,870.02	3,953.22
	Annual	40,304.41	41,243.96	42,586.16	43,966.70	45,423.95	46,440.19	47,438.66
<b>Level 5</b>	Hourly	23.85	24.51	25.20	26.00	26.92	27.54	28.13
	Bi-Weekly	1,668.90	1,716.10	1,764.04	1,820.08	1,884.25	1,927.76	1,969.21
	Monthly	3,615.95	3,718.22	3,822.08	3,943.51	4,082.53	4,176.80	4,266.60
	Annual	43,391.48	44,618.63	45,864.97	47,322.21	48,990.37	50,121.66	51,199.27
<b>Level 6</b>	Hourly	24.45	25.12	25.90	26.67	27.59	28.19	28.80
	Bi-Weekly	1,711.68	1,758.14	1,812.71	1,867.29	1,931.44	1,973.48	2,015.91
	Monthly	3,708.63	3,809.30	3,927.54	4,045.78	4,184.79	4,275.88	4,367.81
	Annual	44,503.59	45,711.57	47,130.47	48,549.37	50,217.53	51,310.46	52,413.65
<b>Level 7</b>	Hourly	25.01	25.70	26.51	27.36	28.24	28.93	29.55
	Bi-Weekly	1,750.76	1,799.44	1,856.22	1,915.22	1,976.43	2,025.10	2,068.64
	Monthly	3,793.32	3,898.78	4,021.81	4,149.65	4,282.27	4,387.72	4,482.06
	Annual	45,519.82	46,785.33	48,261.75	49,795.70	51,387.16	52,652.67	53,784.70
<b>Level 8</b>	Hourly	26.12	26.85	27.62	28.53	29.49	30.18	30.84
	Bi-Weekly	1,828.20	1,879.08	1,933.66	1,997.08	2,064.19	2,112.86	2,158.29
	Monthly	3,961.10	4,071.35	4,189.59	4,327.00	4,472.41	4,577.87	4,676.29
	Annual	47,533.13	48,856.15	50,275.05	51,924.05	53,668.91	54,934.42	56,115.51
<b>Level 9</b>	Hourly	29.70	30.06	30.36	30.71	31.03	31.37	32.05
	Bi-Weekly	2,078.93	2,104.01	2,125.40	2,149.73	2,171.86	2,196.19	2,243.41
	Monthly	4,504.37	4,558.70	4,605.03	4,657.76	4,705.70	4,758.42	4,860.74
	Annual	54,052.39	54,704.33	55,260.38	55,893.13	56,468.36	57,101.12	58,328.78

## Year 2: JULY 1, 2021 - JUNE 30, 2022

		Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
<b>Level 1</b>	Hourly	17.95	18.40	18.95	19.60	20.34	20.79	21.24
	Bi-Weekly	1,255.81	1,287.84	1,325.84	1,372.76	1,424.15	1,455.44	1,486.72
	Monthly	2,720.93	2,790.33	2,872.63	2,974.31	3,085.66	3,153.43	3,221.24
	Annual	2,651.18	33,483.91	34,471.58	35,691.64	37,027.90	37,841.29	38,654.86
<b>Level 2</b>	Hourly	19.60	20.04	20.69	21.30	22.03	22.54	23.04
	Bi-Weekly	1,372.76	1,402.55	1,448.72	1,491.18	1,541.84	1,578.33	1,612.27
	Monthly	2,974.31	3,038.86	3,138.92	3,230.90	3,340.65	3,419.72	3,493.25
	Annual	35,691.64	36,466.29	37,666.99	38,770.85	40,087.75	41,036.67	41,918.97
<b>Level 3</b>	Hourly	21.15	21.65	22.32	23.04	23.66	24.17	24.68
	Bi-Weekly	1,480.01	1,515.77	1,562.69	1,612.60	1,656.54	1,691.55	1,727.92
	Monthly	3,206.70	3,284.16	3,385.83	3,493.96	3,589.18	3,665.03	3,743.83
	Annual	38,480.35	39,409.93	40,629.99	41,927.51	43,070.11	43,980.32	44,925.90
<b>Level 4</b>	Hourly	22.37	22.89	23.63	24.40	25.21	25.77	26.33
	Bi-Weekly	1,565.67	1,602.17	1,654.31	1,707.93	1,764.55	1,804.02	1,842.82
	Monthly	3,392.29	3,471.37	3,584.34	3,700.54	3,823.18	3,908.72	3,992.75
	Annual	40,707.45	41,656.40	43,012.02	44,406.37	45,878.19	46,904.59	47,913.05
<b>Level 5</b>	Hourly	24.09	24.76	25.45	26.26	27.19	27.82	28.41
	Bi-Weekly	1,685.59	1,733.26	1,781.68	1,838.28	1,903.09	1,947.04	1,988.90
	Monthly	3,652.11	3,755.40	3,860.30	3,982.95	4,123.36	4,218.57	4,309.27
	Annual	43,825.39	45,064.82	46,323.62	47,795.43	49,480.27	50,622.88	51,711.26
<b>Level 6</b>	Hourly	24.69	25.37	26.16	26.94	27.87	28.47	29.09
	Bi-Weekly	1,728.80	1,775.72	1,830.84	1,885.96	1,950.75	1,993.21	2,036.07
	Monthly	3,745.72	3,847.39	3,966.82	4,086.24	4,226.64	4,318.64	4,411.49
	Annual	44,948.63	46,168.69	47,601.77	49,034.86	50,719.71	51,823.56	52,937.79
<b>Level 7</b>	Hourly	25.26	25.96	26.78	27.63	28.52	29.22	29.85
	Bi-Weekly	1,768.27	1,817.43	1,874.78	1,934.37	1,996.19	2,045.35	2,089.33
	Monthly	3,831.25	3,937.77	4,062.03	4,191.15	4,325.09	4,431.60	4,526.88
	Annual	45,975.02	47,253.18	48,744.37	50,293.66	51,901.03	53,179.20	54,322.55
<b>Level 8</b>	Hourly	26.38	27.12	27.90	28.82	29.78	30.48	31.15
	Bi-Weekly	1,846.48	1,897.87	1,953.00	2,017.05	2,084.83	2,133.99	2,179.87
	Monthly	4,000.71	4,112.06	4,231.49	4,370.27	4,517.13	4,623.65	4,723.05
	Annual	48,008.46	49,344.71	50,777.80	52,443.29	54,205.60	55,483.76	56,676.67
<b>Level 9</b>	Hourly	30.00	30.36	30.66	31.02	31.34	31.68	32.37
	Bi-Weekly	2,099.72	2,125.05	2,146.65	2,171.23	2,193.58	2,218.15	2,265.84
	Monthly	4,549.41	4,604.29	4,651.08	4,704.34	4,752.76	4,806.00	4,909.35
	Annual	54,592.91	55,251.37	55,812.98	56,452.06	57,033.04	57,672.13	58,912.07

## Year 3: JULY 1, 2022 - JUNE 30, 2023

		<b>Start</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>4 Year</b>	<b>5 Year</b>	<b>6 Year</b>
<b>Level 1</b>	Hourly	18.13	18.58	19.14	19.80	20.54	21.00	21.45
	Bi-Weekly	1,268.37	1,300.72	1,339.10	1,386.49	1,438.39	1,469.99	1,501.59
	Monthly	2,748.14	2,818.23	2,901.36	3,004.05	3,116.52	3,184.96	3,253.45
	Annual	32,977.69	33,818.75	34,816.30	36,048.56	37,398.18	38,219.70	39,041.41
<b>Level 2</b>	Hourly	19.80	20.24	20.90	21.51	22.25	22.77	23.27
	Bi-Weekly	1,386.49	1,416.58	1,463.21	1,506.09	1,557.26	1,594.11	1,628.39
	Monthly	3,004.05	3,069.25	3,170.31	3,263.21	3,374.06	3,453.92	3,528.18
	Annual	36,048.56	36,830.95	38,043.66	39,158.56	40,488.63	41,447.04	42,338.16
<b>Level 3</b>	Hourly	21.36	21.87	22.54	23.27	23.90	24.41	24.93
	Bi-Weekly	1,494.81	1,530.93	1,578.32	1,628.73	1,673.11	1,708.47	1,745.20
	Monthly	3,238.77	3,317.00	3,419.69	3,528.90	3,625.07	3,701.68	3,781.27
	Annual	38,865.15	39,804.03	41,036.29	42,346.79	43,500.81	44,420.12	45,375.16
<b>Level 4</b>	Hourly	22.59	23.12	23.87	24.64	25.46	26.03	26.59
	Bi-Weekly	1,581.33	1,618.19	1,670.85	1,725.01	1,782.20	1,822.06	1,861.25
	Monthly	3,426.21	3,506.08	3,620.18	3,737.55	3,861.41	3,947.81	4,032.68
	Annual	41,114.52	42,072.96	43,442.14	44,850.43	46,336.97	47,373.64	48,392.18
<b>Level 5</b>	Hourly	24.33	25.01	25.70	26.52	27.46	28.10	28.69
	Bi-Weekly	1,702.45	1,750.59	1,799.50	1,856.66	1,922.12	1,966.51	2,008.79
	Monthly	3,688.63	3,792.95	3,898.90	4,022.78	4,164.59	4,260.76	4,352.36
	Annual	44,263.64	45,515.47	46,786.86	48,273.38	49,975.07	51,129.11	52,228.37
<b>Level 6</b>	Hourly	24.94	25.62	26.42	27.21	28.15	28.75	29.38
	Bi-Weekly	1,746.09	1,793.48	1,849.15	1,904.82	1,970.26	2,013.14	2,056.43
	Monthly	3,783.18	3,885.86	4,006.49	4,127.10	4,268.91	4,361.83	4,455.60
	Annual	45,398.12	46,630.38	48,077.79	49,525.21	51,226.91	52,341.80	53,467.17
<b>Level 7</b>	Hourly	25.51	26.22	27.05	27.91	28.81	29.51	30.15
	Bi-Weekly	1,785.95	1,835.60	1,893.53	1,953.71	2,016.15	2,065.80	2,110.22
	Monthly	3,869.56	3,977.15	4,102.65	4,233.06	4,368.34	4,475.92	4,572.15
	Annual	46,434.77	47,725.71	49,231.81	50,796.60	52,420.04	53,710.99	54,865.78
<b>Level 8</b>	Hourly	26.64	27.39	28.18	29.11	30.08	30.78	31.46
	Bi-Weekly	1,864.94	1,916.85	1,972.53	2,037.22	2,105.68	2,155.33	2,201.67
	Monthly	4,040.72	4,153.18	4,273.80	4,413.97	4,562.30	4,669.89	4,770.28
	Annual	48,488.54	49,838.16	51,285.58	52,967.72	54,747.66	56,038.60	57,243.44
<b>Level 9</b>	Hourly	30.30	30.66	30.97	31.33	31.65	32.00	32.69
	Bi-Weekly	2,120.72	2,146.30	2,168.12	2,192.94	2,215.52	2,240.33	2,288.50
	Monthly	4,594.90	4,650.33	4,697.59	4,751.38	4,800.29	4,854.06	4,958.44
	Annual	55,138.84	55,803.88	56,371.11	57,016.58	57,603.37	58,248.85	59,501.19

## **Schedule B Employment Status**

Employment status is defined as follows:

1. **Full Time Employee** - means a person who, having successfully completed the probationary period, occupies a full time position within the University's annual operating or ancillary budget and is regularly scheduled for thirty-five (35) hours per week either on (a) a continuing basis; or (b) for recurring specified periods of eight (8) months or more each year. In the case of (b) the terms and conditions of this Agreement shall not apply during the inactive period.

2. **Part Time Employee** - means a person funded by the University's operating or ancillary budgets who normally works seventeen and a half (17.5) hours or more per week for more than four (4) consecutive months.

3. **Temporary Employee** - means a person who is hired either full time or part time to

a) fill an unapproved vacancy awaiting approval for up to four (4) months. This may be extended by mutual agreement.

b) An approved leave of absence or special project not to exceed twenty-four (24) months

4. **Casual Employee** - means a person who

a) works up to thirty-five (35) hours per week. After four (4) consecutive months becomes Part Time Employee;

or

b) works less than seventeen and a half (17.5) hours per week.

**LAKEHEAD UNIVERSITY  
AND  
COPE - LOCAL 96**

**LETTER OF UNDERSTANDING "A" RE: WORKPLACE INSURANCE**  
(formerly Workers' Compensation)

1. Provided that the employee has not disqualified themselves from entitlement to loss of earnings (LOE) 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, the maintenance of existing seniority, nor on the accumulation of seniority, vacation credits or sick credits for a period of two (2) years after the date of injury, 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 Insurance Plan for a period of one (1) year following the date of injury, 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 contributions to the plans which they chooses 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 & Insurance Board Operational Policy #11-01-04.

2. After a claim has been submitted to the Board for LOE benefits, an employee will be placed on a leave of absence without pay, unless they have sufficient sick credits to cover the entire absence or some portion of the absence. Once sick credits have been exhausted, an employee may, at their discretion, choose to cover an additional portion of the absence through the application of vacation, overtime or other credits.

An employee who has sick leave credits will be advanced an amount equal to one hundred percent (100%) of their gross earnings. On approval of the claim for LOE 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 employees sick, vacation, overtime or other credits, as applicable, and

b) while the absence continues, an amount equal to the difference between the Board daily LOE benefit rate and the employee's daily pay rate (i.e. a "top-up") will be charged to the employee's sick credits. Once sick credits have been exhausted, an employee may, at their discretion, choose to have the "top-up" charged to vacation, overtime or other credits. Once the discretionary credits of the employee's choice have been exhausted, the employee will be placed on a leave of absence without pay.

Once an employee has been placed on a leave of absence without pay (having exhausted sick leave, vacation, overtime or other credits), they will remain on the leave of absence without pay until they are able to return to suitable, alternative or pre-injury employment. It is understood that when an employee is on a leave of absence without pay, they will be paid directly by the Board once the claim for LOE benefits has been approved.

3. If an employee has been advanced wages by the University with respect to a claim and the WSIB has made direct payment to the employee with respect to the same claim, the employee will advise the WSIB and, at the direction of the WSIB, either reimburse the Board or the University. If reimbursing the University, the employee may apply sick, vacation, overtime or other credits to the debt.

**SIGNED FOR:**

THE BOARD OF GOVERNORS OF  
LAKEHEAD UNIVERSITY

CANADIAN OFFICE & PROFESSIONAL  
EMPLOYEES' UNION, LOCAL 96

\_\_\_\_\_  
The \_\_\_\_ day of \_\_\_\_\_ 2021

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**LAKEHEAD UNIVERSITY  
AND  
COPE - LOCAL 96**

**LETTER OF UNDERSTANDING "B" RE: LONG TERM DISABILITY**

The parties agree that when an employee on Long Term Disability (LTD) begins an accommodated return to work plan, the time frame (clock) referred to in Article 13.02 will be paused. Once the employee completes the accommodated return to work plan, comes off LTD and returns to regular employment, the clock stops. If the employee is unable to complete the accommodated return to work plan, the clock will start again. 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. The University will provide the Union with an outline of the initial accommodated return to work plan.

**SIGNED FOR:**

THE BOARD OF GOVERNORS OF  
LAKEHEAD UNIVERSITY

CANADIAN OFFICE & PROFESSIONAL  
EMPLOYEES' UNION, LOCAL 96

\_\_\_\_\_

\_\_\_\_\_

The \_\_\_\_ day of \_\_\_\_\_ 2021

**LAKEHEAD UNIVERSITY  
AND  
COPE- LOCAL 96**

**LETTER OF UNDERSTANDING "C" RE: EMPLOYEE REVIEW**

The University and the Union agree to identify any full time and part time employees at Lakehead University who perform Bargaining Unit related jobs that have been excluded from the Bargaining Unit. Once identified, a review will take place to a) determine the possible inclusion in the Bargaining Unit, and b) determine the terms and conditions of inclusion.

**SIGNED FOR:**

THE BOARD OF GOVERNORS OF  
LAKEHEAD UNIVERSITY

CANADIAN OFFICE & PROFESSIONAL  
EMPLOYEES' UNION, LOCAL 96

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The \_\_\_\_ day of \_\_\_\_\_ 2021

**LAKEHEAD UNIVERSITY  
AND  
COPE- LOCAL 96**

**LETTER OF UNDERSTANDING "D" RE: STAFF DEVELOPMENT**

A full time employee having successfully completed their probationary period may enroll in a course not offered at Lakehead University 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 they are 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;

Prior authorization from the Associate Vice-President, Human Resources be obtained; and

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 COPE member's Claims under this article shall not exceed \$2,500.00 in any one budget year.

It is understood that this Letter of Understanding shall become effective at the beginning of the 2020/2021 budget year.

**SIGNED FOR:**

THE BOARD OF GOVERNORS OF  
LAKEHEAD UNIVERSITY

CANADIAN OFFICE & PROFESSIONAL  
EMPLOYEES' UNION, LOCAL 96

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The \_\_\_\_ day of \_\_\_\_\_ 2021

**LAKEHEAD UNIVERSITY  
AND  
COPE – LOCAL 96**

**LETTER OF UNDERSTANDING “E” RE: BENEFITS FOR TEMPORARY FULL TIME EMPLOYEES**

Pursuant to Article 4.04 the parties agree that full time temporary employees as defined in Schedule B who are hired for eight (8) months or more shall be eligible for the following benefits:

Those who have completed a three (3) month waiting period shall receive the Supplemental Group Medical Benefits Plan; the University Dental Plan; and the University Eye Care Plan as per Article 23.

Those who have completed the probationary period shall accumulate sick leave credits on the basis of one and one-half (1 ½) days per month to a maximum of one hundred and twenty (120) days.

For the purpose of vacation, Article 18.08 shall apply. In the event, a temporary employee transitions to a full-time employee without a break in service, time served as a temporary employee shall be considered as time served for annual vacation entitlements.

For those full time temporary employee who are originally hired for less than eight (8) months and their contract is extended to eight (8) months or more, they shall be entitled to the above medical, dental, vision and sick leave benefits. These benefits will commence once notification of extension has been given and the probation period and waiting period is satisfied. These periods will have been considered to commence at the start of the original contract.

**Signed on behalf of:**

THE BOARD OF GOVERNORS OF  
LAKEHEAD UNIVERSITY

CANADIAN OFFICE & PROFESSIONAL  
EMPLOYEES' UNION, LOCAL 96

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The \_\_\_\_ day of \_\_\_\_\_ 2021

**For Information Purposes Only****For Information Purposes Only****LAKEHEAD UNIVERSITY  
AND  
C.O.P.E. - LOCAL 96**

RE: Harassment and Discrimination Policy and Procedures

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

Approved by: Administrative Executive Committee (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. Definitions2.1 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

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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.

**For Information Purposes Only**

**LAKEHEAD UNIVERSITY  
AND  
C.O.P.E. - LOCAL 96**

RE: Tuition Waiver – Staff & Faculty

**Category:** Human Resources;

**Jurisdiction:** Vice President, Administration and Finance;

**Approval Authority:** Executive Team;

**Established on:** September 1972;

**Amendments:** January 1989; September 1991; September 1995; November 1997; December 1998; February 6, 2003; July 1, 2004; May 31, 2006; August 15, 2007; February 2008; September 2008; December 18, 2009; May 1, 2016; March 20, 2018; October 8, 2019.

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**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 applies 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 operating budget funds of the University is that of full tuition. The scholarship will be deemed to have Tuition Waiver – Staff and Faculty Page 2 of 5 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 Tuition Waiver – Staff and Faculty Page 3 of 5 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 Tuition Waiver – Staff and Faculty Page 4 of 5

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), English Language courses, 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.

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**Review Period:** 3 years;

**Date for Next Review:** 2022-2023;

**Related Policies and Procedures:** To be determined;

**Policy Superseded by this Policy:** None.

Please return completed form to the Office of Human Resources (UC-0003). Subject to late fee if completed form is submitted after the due date listed below.

TO BE COMPLETED BY EMPLOYEE: Please print

Request for \_\_\_\_\_(academic year):

- Request for \_\_\_\_\_(academic year):
Fall/Winter Terms - Form must be received in Human Resources by August 15th
Fall Term Only - Form must be received in Human Resources by August 15th
Winter Term Only - Form must be received in Human Resources by December 15th
Spring Term Only - Form must be received in Human Resources by April 15th
Summer Term Only - Form must be received in Human Resources by May 15th

checkbox

Employee Surname Given Name(s) Employee ID #

Department: Date of Hire:

Are you a Contract Lecturer Member/Continuing Lecturer Member: Yes No If so, what Level:

I am requesting the following course(s):

Table with 4 columns: Course Code, Course Number, Section, Day(s) / Time(s) Offered. Includes an example row with 'Psyc', '1100', 'YA', and 'Tuesdays 7:00 - 10:00 PM'.

(Reason A): checkbox for interest only. I understand that the tuition waiver is non-taxable. (Note: no employee will be authorized to take interest only courses during regular working hours)

(Reason B): checkbox primarily for the purpose of maintaining or upgrading work-related skills. I understand that the tuition waiver is non-taxable. (Note: if the course is taken during regular working hours, time shall be made up through the use of earned vacation time subject to the authorization of the Supervisor and Chair/Director/Dean)

(Reason C): checkbox course is a pre-requisite for my job position. I understand that the tuition waiver is non-taxable. (Note: time shall be made up if the course is taken during regular working hours through adjusting the regular work day subject to agreement with Supervisor and Chair/Director/Dean)

(For Reason B and C above: an additional 15 minutes will be applied to the commencement and conclusion of the scheduled class for which the employee must make up the time)

Provide details of the release arrangements for reasons B and C if the course(s) is taken during regular working hours. (To be completed by Supervisor)

Blank lines for supervisor details.

I have read and understand the Lakehead University Tuition Waiver - Staff and Faculty policy located on the 'Policy' website and hereby agree with the terms and conditions under this policy. I verify the information provided above is correct. If the information provided is incorrect, I understand that I will be required to reimburse Lakehead University the full amount of the tuition waiver granted.

Signature of Employee Date

Authorization for Reason A, B or C:

Supervisor Name (please print) Signature Date

Departmental Budget Code

Authorization for B or C only:

Chair/Director/Dean Name (please print) Signature Date

HUMAN RESOURCES APPROVAL: FOR OFFICE USE ONLY

checkbox Pro-rated consideration due to new hire Contract/Continuing Lecturer Member status. Pro-rated Tuition Waiver Entitlement: \$

Human Resources Officer Name (please print) Signature Date

Signature Page

IN WITNESS WHEREOF the parties hereto have affixed their corporate seal and the hand seals respectively.

Signed at Thunder Bay, Ontario this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**SIGNED FOR:**

**The Board of Governors of  
Lakehead University**

**Canadian Office & Professional  
Employees' Union, Local 96**

\_\_\_\_\_  
Adam Shaen  
Associate Vice-President, Human Resources

\_\_\_\_\_  
Alexis Paulusma  
Vice-President, Local 96

\_\_\_\_\_  
Andrea Tarsitano  
Vice-Provost (Students) & Registrar

\_\_\_\_\_  
Don Talarico  
Business Representative, COPE Ontario

\_\_\_\_\_  
Ralph Kiessig  
Manager, Treasury & Ancillary Funds Acct

\_\_\_\_\_  
Robert Bell  
Union Steward

\_\_\_\_\_  
Kylie Williams  
Labour & Systems Officer

\_\_\_\_\_  
Laura Parker  
Union Steward

\_\_\_\_\_  
Karen Anderson  
Union Steward

\_\_\_\_\_  
Christina Falcigno  
Union Steward