

Collective Agreement

between

Ontario Public Service Employees Union
on behalf of its Local 716

and

Lakehead University

DURATION: July 1, 2021 – June 30, 2024



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ARTICLE 1 – GENERAL PURPOSE

- 1.01 The purpose of the Agreement is to secure for the University and the Union the full benefits of orderly and legal bargaining in respect to hours, wages and working conditions. This Agreement, moreover, seeks to provide for fair and peaceful adjustment of all disputes that may arise between the parties. It is recognized as a duty of the parties hereto and of all Employees to cooperate fully, individually and collectively, for the advancement of the conditions set forth herein. The University recognizes the value of a healthy working environment and commits to working towards a positive work-life balance for Employees.

ARTICLE 2 – RECOGNITION

- 2.01 The University recognizes the Union as the exclusive bargaining agent for all Technical Service Centre Employees employed at Lakehead University, Thunder Bay and Orillia, save and except Managers, administrative staff and persons above the rank of Managers.
- 2.02 Employees not covered by the terms of this Agreement as per 2.01 will not regularly perform duties normally assigned to those Employees who are covered by this Agreement, except for the purposes of instruction and to assist in client matters when regular Employees are not available or require additional support, technical roles that management personnel currently provide.
- 2.03 After meaningful consultation with the Union, (OPSEU/SEFPO Staff Representative and Union Steward, when reasonably available), the University may employ skilled workers on a temporary basis on special projects who will not be Employees within the meaning of this Agreement. It is agreed that the hours of work, duties and wage rates of members of the bargaining unit actively employed will not be reduced during the employment of such skilled workers. It is further agreed that work normally performed by Employees within the bargaining unit shall continue to be performed by such Employees, but that this shall not deprive the University of its right to contract out work beyond the scope of the existing staff to perform expediently at the time.
- 2.04 No Employee shall be terminated, laid off or suffer a reduction of regular hours as a direct result of work which is ordinarily assigned to members of the Bargaining Unit being contracted out or performed by Employees outside the bargaining unit.
- 2.05 The Employer will supply the OPSEU/SEFPO Staff Representative and the Union Steward with a list of supervisory personnel. This list will be updated when changes occur.

Definitions

AVP of Human Resources:

Associate Vice-President of Human Resources or designate.

Agreement:

This Collective Agreement between the Union and the Employer including any written amendments agreed to by the parties during the term of the Collective Agreement and all Letters of Understanding or Memorandum of Agreement incorporated by reference in the Agreement.

Hospitalized:

Admitted to a hospital for inpatient care.

Regular Full-Time Employee:

An Employee who is employed on a continuing basis and who is regularly scheduled to work a minimum of 35 hours per week.

Term Full-Time Employee:

An Employee who is employed for a defined period.

Student Employee:

Students may be utilized for relief and special projects at rates defined by the Employer and will not be subject to the terms of the Collective Agreement.

Regular Part-Time Employee:

An Employee who is employed on a continuing basis and who is regularly scheduled to work fewer than thirty-five (35) hours per week.

Employee:

Employee or Employees wherever used in this Agreement, shall be deemed to refer only to an Employee or Employees in the bargaining unit.

ARTICLE 3 – NO DISCRIMINATION

- 3.01 The Employer agrees that there will be no intimidation, harassment, discrimination, interference, restraint or coercion exercised or practised by the Employer or its representatives because of membership or activity in the Union.
- 3.02 The Employer, Employees and the Union agree to conduct their affairs in accordance with the *Ontario Human Rights Code* and agree that there shall be no discrimination, restraint, intimidation, harassment or coercion practised or permitted by the Employer or the Union or any of their representatives against any

Employee based on the prohibited grounds as defined in the *Ontario Human Rights Code*.

3.03 There shall be no harassment exercised or practised against any Employee.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union recognizes the sole right of the Employer, unless otherwise provided in this Agreement, to exercise its function of management under which it shall have among others, the right to maintain efficiency and quality; the right to direct the work of its Employees; the right to hire, classify, assign to positions and promote; the right to determine job content; the right to demote, discipline, suspend, layoff and discharge for just cause; the right to make, alter and enforce rules and regulations in a manner that is fair and consistent with the terms of this Agreement.

In administering the Collective Agreement, the Employer agrees to acknowledge Employee's rights, act reasonably, fairly, in good faith and in a manner consistent with the terms and conditions of the Collective Agreement as a whole.

ARTICLE 5 – DUES DEDUCTION

5.01 From day one of employment the Employer shall deduct from each month's pay of each Employee, an amount equivalent to such union dues as may be designated by the Union from time to time. In addition, the Employer shall deduct union dues from any retroactive wage payments. The Employer agrees that it will remit the dues deducted to the Union, not later than the 15th day of each month following the month in which dues were deducted. The total amount of such deductions shall be forwarded to the Accounting Department of the Union, 100 Lesmill Road, North York, Ontario. The remittance shall be accompanied by a list of names and social insurance numbers of those Employees for whom deductions have been made.

5.02 The Employer agrees to give each person in the bargaining unit a T-4 slip for income tax purposes showing the amount of dues deducted and shall give it to each person in the bargaining unit on time for inclusion in their income tax return.

5.03 The Union will advise the Employer in writing of the amount of its regular dues. The amounts specified shall continue to be deducted until changed by further written notice to the Employer.

5.04 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any Employee or group of Employees arising out of the deduction of union dues as herein provided.

- 5.05 The Employer recognizes that all members of the bargaining unit shall continue to pay dues when acting in a supervisory appointment and 5.01 shall apply. Payment of union dues shall be based on the Employees full-time or part-time bargaining unit position.

ARTICLE 6 – UNION REPRESENTATION

6.01 Union Stewards

The Employer agrees to recognize four (4) Union Stewards from Thunder Bay and two (2) Union Stewards from Orillia who are elected or appointed from among the Employees in the bargaining unit.

The duty of the stewards shall be to represent Employee(s) and to process grievances or complaints as outlined in the grievance procedure of this Agreement. The Union will inform the Employer, in writing, of the names of the stewards and of any subsequent changes and the Employer will not be required to recognize such stewards until notification from the Union has been received.

6.02 Negotiating Committee

The Employer agrees to recognize the negotiating committee comprised of a Union staff person plus three (3) representatives who shall be elected from amongst the Employees in the bargaining unit for the purpose of negotiating the Agreement or its renewal. Employees' salary, credits and applicable benefits shall be maintained by the Employer. Upon receipt of an itemized bill the Union shall reimburse the Employer for the Employees' salaries.

6.03 Grievance Committee

The Employer shall not be required to meet with more than two (2) representatives of the Local Union in addition to the grievor and any full-time OPSEU/SEFPO representative.

The Union acknowledges that the stewards have regular duties to perform on behalf of the Employer. Such persons shall not leave their regular duties without receiving permission from their Manager. Meetings involving grievances shall be at times and places agreed to between the Union and the Employer.

- 6.04 When a meeting is called where discipline is to be imposed, an Employee is entitled to be represented by a Union Steward or Union staff member.

6.05 **Employer/Employee Relations Committee**

- a) It is agreed that a joint committee will be established with a minimum of two (2) representatives of the Union and two (2) representatives of the Employer.
- b) The committee shall meet monthly or at the request of either party to discuss matters of mutual interest at a mutually-agreed time and place. Each party shall notify the other party of the proposed agenda items one (1) week in advance of the meeting, otherwise it may be cancelled. The chairperson of the committee shall be selected by the Employer for the first meeting during the term of this Collective Agreement and thereafter shall alternate between a Union member and an Employer member. The Chairperson shall appoint a secretary to keep minutes of the meeting.
- c) The purpose of the Employer/Employee Relations Committee is to discuss items of mutual interest to management or Employees. The committee shall not have the power to alter, amend or modify the specific terms of the Agreement.
- d) Employees serving on the Employee/Employer Relations Committee shall not lose regular earnings for time spent attending meetings of the Committee, including reasonable preparation time.
- e) Either party may bring in an additional resource person(s) as long as due notice is given prior to the meeting.
- f) It is understood that the committee shall consider and attempt to resolve all matters of mutual interest, it is understood that the committee shall function in an advisory capacity and shall have no power to amend, alter, add or nullify the terms of this Agreement.

6.06 **Copies of the Agreement**

The Employer and the Union desire all parties to be familiar with the provisions of this Agreement and the rights and obligations under it. For this reason, the parties shall share equally the cost of printing and distribute sufficient copies of this Agreement to all parties. Where required the parties shall co-operate in making the Agreement accessible.

- 6.07 A new Employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to thirty (30) minutes during the Employee's orientation period without loss of either's regular earnings. The Employee will be given a copy of the Collective Agreement.

- 6.08 The Employer agrees to permit the Union Chair of the Employer/Employee Relations Committee to utilize the internal email system as an electronic bulletin board for communicating with bargaining unit Employees.
- 6.09 Union business is not to be conducted during paid work time without express consent of the Employer.
- 6.10 The Union may request through the department head the utilization of University managed services at appropriate costs. Requests shall not be unreasonably denied.

ARTICLE 7 – OCCUPATIONAL HEALTH AND SAFETY

- 7.01 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 select one (1) designate member and one (1) alternate member to the Lakehead University Joint Health and Safety Committee or one of its sub-committees. The designate member shall be provided certification training by the Employer.
- 7.02 i) An Employee who is required by the Employer to work in specialized work-zone, wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and regular intervals thereafter.
- ii) For those required to wear safety footwear the Employer agrees to pay up to two hundred dollars (\$200.00) towards purchase of CSA approved safety footwear every two (2) years. Claim with receipt will be made to the Employees' Manager. Should boots wear out and additional boots are required, a request for new boots may be made to the immediate Manager.

7.03 Injury Pay Provisions

An Employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the Employee is fit for further work on that shift.

7.04 Transportation of Accident Victims

Transportation to the nearest physician or hospital for Employees requiring care by a physician or hospital as a result of a work related accident shall be at the expense of the Employer.

ARTICLE 8 – STRIKES AND LOCKOUTS

- 8.01 The Union agrees that during the term of this Agreement there shall be no strikes, suspension or slowdown of work, or other interference with the operation of the University's business and to this end the Union will take immediate action to prevent and stop an Employee from engaging in any such activity.
- 8.02 The University agrees that there will be no lockout of Employees so long as this Agreement is in effect.
- 8.03 The Union agrees that during a strike or lockout, no picketing will be allowed on Lakehead University property.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.01 A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of the Agreement.
- 9.02 An earnest effort shall be made to settle grievances fairly and equitably in the following manner, however nothing in this Agreement shall preclude the Employer and the Union from mutually agreeing to settle a dispute by any means other than those described in the following grievance procedures without prejudice to their respective positions.

Discussion Stage

- 9.03 It is the mutual desire of the parties hereto that complaints of Employees shall be adjusted as quickly as possible, and it is understood that an Employee has no grievance until they have first given their immediate Manager the opportunity of adjusting their complaint. Such complaint shall be discussed with their immediate Manager within fifteen (15) days of becoming aware of the grievance. If the complaint is not settled, it shall be taken up as a grievance within ten (10) days of the discussion in the following manner and sequence:

9.04 Stage 1

The Employee may file a grievance in writing with the Department Head or designate. The written grievance, signed by the Employee or steward, shall state the nature of the grievance and the redress sought. The Department Head shall give the grievor their decision in writing within ten (10) days of the submission.

9.05 Stage 2

If the grievance is not resolved at Stage 1, the grievor may submit the grievance to the AVP of Human Resources, or designate, who shall hold a meeting with the

grievor and their union representative at a mutually agreeable time within ten (10) days of receipt of the request. The AVP of Human Resources shall deliver their decision in writing within ten (10) days of the meeting. If the grievance is not resolved at Stage 2, the Union may submit the grievance to arbitration as set out in Article 10 - Arbitration.

9.06 **Dismissal Grievance**

A claim by an Employee who has been discharged or suspended from employ, that the discharge or suspension was without just cause, shall be treated as a grievance if the written statement is lodged with the Employer within ten (10) days of the discharge or suspension. Such grievance shall commence at Stage 2 of the grievance procedure.

9.07 **Policy and/or Group Grievances**

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a grievance, it may be submitted at Stage 2 of the grievance procedure. Such grievances must be submitted within fifteen (15) days after the becoming aware of the incident giving rise to the grievance.

9.08 Time limits referred to in the grievance procedure and arbitration procedure may be extended by mutual agreement if specified in writing.

9.09 In this Article, days shall include all days exclusive of Saturday, Sunday, Winter Extended Holiday and designated holidays.

9.10 The Employee has the right to be accompanied and represented by a Union representative at all meetings in the grievance/arbitration procedure.

ARTICLE 10 – ARBITRATION

10.01 Where a grievance which has not been resolved through the grievance procedure is referred to arbitration, the following shall apply:

a) The party referring the grievance shall give written notice to the other party not later than twenty (20) days after the response from Stage 2 that it intends to refer the matter to arbitration, the arbitrator shall be chosen by mutual agreement from any recognized list of arbitrators.

b) Failing agreement within twenty-one (21) days or such time as may be agreed by the parties, an appointment may be made by the Office of Arbitration at the request of either party. The single Arbitrator shall be bound by all clauses in Article 10 in the same manner as an Arbitration Board.

- c) Arbitrators hearing grievances under this article shall first attempt to mediate a settlement to the grievance. If mediation is unsuccessful, the arbitrator shall proceed to arbitrate the grievance. The arbitrator shall have the right to limit evidence and argument and to impose a settlement.
- 10.02 No person who has assisted in the negotiation of this Collective Agreement, or any renewal thereof, may be appointed to such Board of Arbitration.
- 10.03 The parties shall share equally the fees and expenses of the arbitrator.
- 10.04 The parties reserve the right to make application for Arbitration using Section 49 of the *Ontario Labour Relations Act* and should such right be exercised, agrees to inform the other Party in accordance with the time limits specified above.
- 10.05 The arbitrator shall not have the power to alter, add to, modify, or amend the Collective Agreement, or to make any decision inconsistent with the terms and provisions of the Collective Agreement.
- 10.06 An Employee, in addition to the grievor, whose attendance is required at an Arbitration hearing shall receive permission to be absent from work providing the Employee provides the Employer with fourteen (14) days written notice. The Employer shall maintain salary, credits and applicable benefits and invoice the Union for the salary and benefits paid to such members.
- 10.07 The time limits specified in the arbitration procedure may be altered on the written agreement of both parties.
- 10.08 Notwithstanding the provisions of this article, the parties may agree to submit a grievance to arbitration by a three-person arbitration panel, on such terms as are agreed by the parties.
- 10.09 In this Article, days shall include all days exclusive of Saturday, Sunday, Winter Extended Holiday and designated holidays.

ARTICLE 11 – PERSONNEL FILE

- 11.01 An Employee shall be entitled to view the entire contents of their personnel file and upon request receive copies of any documents contained in the file.
- 11.02 Letter(s) of discipline on an Employee's personnel file, lessor than that of a suspension, shall be removed after eighteen (18) months has elapsed, providing no other discipline relating to a similar offence has been placed on the personnel file during that period.

11.03 In cases involving disciplinary matters, where the Employee has been removed from the workplace, the Employee's steward shall, with the Employee's permission, be permitted access to the Employee's personnel record with written consent of the Employee.

11.04 **Performance Appraisals**

- a) A copy of each performance appraisal shall be given to an Employee and a copy shall be placed on their file.
- b) Where possible the Employer will support an Employee to improve negative aspects within an appraisal.
- c) An Employee who objects to their performance appraisal may elect to attach a statement to the document setting out the details of and reasons for those objections.
- d) The Employer shall provide an Employee with written reasons for any disciplinary action, and with a copy of any adverse report. Any reply by the Employee shall become part of the Employee's record.

ARTICLE 12 – SENIORITY

- 12.01 a) Regular Full-Time Employees shall accumulate seniority based on continuous service in a full-time position with the University from the date of hire in a bargaining unit position as per Article 2.01 and shall become effective after the successful completion of the probationary period as defined in Article 12.05 a).
- b) Part-Time Employees and Term Full-Time Employees shall accumulate seniority based on regular 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.
- 12.02 Seniority lists will be maintained and forwarded to the Union. The lists shall be updated on an annual basis.
- 12.03 Where an Employee moves from Regular Full-Time status to part-time/term full-time status or vice-versa, they shall retain the accumulated seniority hours attained at the date of transfer and accumulate future seniority in accordance with the new status. One year of full-time seniority shall be based on a thirty five (35) hour week.
- 12.04 No Employee shall earn more than one (1) years seniority in a twelve (12) month period regardless of the number of hours actually worked.

12.05 Probationary and Trial Period

- a) A new Employee shall be considered a probationary Employee until the Employee has completed six (6) months of continuous service within the bargaining unit. The probation period may be extended up to three (3) months of continuous service. When an extension of the probationary period is necessary, the Employee and Union shall be advised in writing of the reasons for the extension within the initial six (6) month probationary period.

The discharge, termination or layoff of a probationary Employee is within the sole discretion of the Employer. Such discretion shall not be exercised in a manner that is arbitrary, in bad faith or in violation of the *Ontario Human Rights Code*.

The termination of a probationary Employee is not grievable as long as the termination is not arbitrary, discriminatory or in bad faith.

- b) An Employee transferred or promoted to a new position within the Bargaining Unit shall be considered to be on a trial period for three (3) months of continuous service. The trial period may be extended up to three (3) months of continuous service. When an extension of the trial period is necessary, the Employee and Union shall be advised in writing within the initial three (3) months of the trial.
- c) At any time prior to the expiration of this trial period, the Employee may return or be returned, to their previous position. Such action shall not be made the subject of a grievance.
- d) An Employee who is on a probationary or trial period is restricted from bidding on a posting during their probationary or trial period unless agreed to by the University.
- e) 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.
- f) 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.
- g) An Employee shall not have to complete more than one (1) probation/trial period for a single job position in the event of a change of contract length, renewal, or status change from contract to permanent position. As long as the Employee has completed a minimum of six (6) months in the position, has performed all aspects of the position satisfactorily and the position's responsibilities have not changed significantly since they commenced the role.

12.06 Accumulation of Seniority

Seniority shall continue to accumulate during any paid leave, and for the first thirty (30) days of any unpaid leave. Seniority shall continue to accumulate during the entire period of sick leave, long term disability leave, WSIB, pregnancy leave, parental leave or Union leave.

12.07 Loss of Seniority and Termination of Employment

Continuity of service shall be considered broken and employment terminated if the Employee:

- a) resigns;
- b) is discharged (and the discharge is not reversed through the grievance arbitration procedure);
- c) fails to report to work at the expiration of a leave of absence unless a reason satisfactory to the Employer is given;
- d) fails to notify in writing the Employer of the Employee's intentions within seven (7) calendar days and fails to report for work within fourteen (14) calendar days after issuance of notice of recall by registered mail to the Employee's last address on record with the Employer;
- e) is laid off for a period in excess of eighteen (18) months;
- f) uses a leave of absence for a purpose other than that for which it was granted;
- g) It shall be the responsibility of the Employee to keep the Employer informed of the Employee's current address. If any Employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an Employee;
- h) Employees being promoted or transferred to a position outside the Bargaining Unit on a temporary basis will accrue seniority for a period of one (1) year. After such time, the Employee will return to their home position.

12.08 If any provision of this Article is found to conflict with the Human Rights Code, the parties shall be bound by the Code and shall amend this Article to the extent required.

ARTICLE 13 – POSTING AND FILLING OF VACANCIES

13.01 When a vacancy occurs or a new position is created inside the bargaining unit the Employer shall notify the Unit Steward in writing and post notice of the position via the University website. The Employer agrees that the union may utilize internal email to distribute postings.

13.02 The posting shall clearly indicate the date of closing of competition and the location applications shall be made. The posting period shall be for not less than ten (10) working days from date of posting. Such posting shall not preclude the Employer from advertising outside the University.

13.03 The posting shall contain:

- i) Job title
- ii) Current location
- iii) Salary Scale
- iv) Current hours of work
- v) Qualifications
- vi) a brief description of the position

13.04 Internal Applicants

- a) Regular Full-Time and Regular Part-Time applicants 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) Term Full-Time applicants within the Bargaining Unit who meet the minimum posted requirements will be given consideration after all Regular Full-Time and Regular Part-Time applicants have been considered and prior to any external applicants.
- c) Among internal applicants for the posted vacancies, the following factors shall be considered: knowledge, relevant education, skill, and the ability to perform in an efficient manner the required duties of the posted position as demonstrated through previous experience and previous work record.

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

13.05 Any Employee on an approved absence shall be entitled to make application for a vacancy.

13.06 The Union shall be notified of all appointments and recalls within ten (10) working days.

13.07 Term Full-Time Positions

- a) An internal expression of interest shall be posted for the first term full-time position via the University website as per 13.01.
- b) The trial period provided in 12.05 b) shall apply.
- c) A term position may be terminated with two (2) weeks' notice. When a Regular Full-Time or Regular Part-Time Employee is working a term position, on the expiry of the term posting, the Employee shall return to their former position as a Regular Full-Time or Regular Part-Time Employee as applicable with no loss of entitlement to increments, etc.

ARTICLE 14 – LAYOFF AND RECALL

14.01 Layoff

A layoff is defined as a reduction in the regular hours of a position, reduction in the number of bargaining unit Employees, or the elimination of one or more bargaining unit positions which are occupied by Employees at the time of elimination.

14.02 Notice Period

- a) In the event of a permanent layoff, the Employer will provide affected Employees with as much notice as possible with a minimum notice as per the *Employment Standards Act*. The Employer agrees provide as much notice to the Union as possible to meet with the Union during this time period, if requested, to discuss means of avoiding the layoff.
- b) Such meeting will review the following:
 - i) the reasons causing the layoff;
 - ii) the services the Employer will undertake after the layoff;
 - iii) alternatives to layoff;
 - iv) the method of implementation; and

- v) ways the Employer can assist Employees to find alternative employment.
- 14.03 Layoffs shall be carried out by reverse order of seniority within the same Employee classification as defined in Schedule A, provided that the senior Employees have the required qualifications and experience to perform the work.

14.04 **Displacement / Bumping**

Where an Employee has not been assigned to a vacancy they shall be subject to layoff in accordance with the following applicable sections:

- a) An Employee who has completed their probationary period and who is subject to layoff as a surplus Employee shall have the right to displace an Employee who shall be identified by the Employer in the following manner and sequence:
 - i) The Employer will identify the Employee with the least seniority in the same employment classification (as defined by Schedule A) in which the surplus Employee is presently working and if such Employee has less seniority than the surplus Employee they shall be displaced by the surplus Employee provided that the surplus Employee has the qualifications and experience to perform the work of such Employee.
 - ii) If no Employee in the same Employee classification has less seniority than the surplus Employee the Employer will identify the Employee in an equal or lower classification immediately below the salary grade in which the surplus Employee is presently working who has the least seniority and if they have less seniority than the surplus Employee they will be displaced by the surplus Employee provided that the surplus Employee has the qualifications and experience to perform the work of such Employee.
 - iii) Failing displacement under i) or ii) the Employer will review Employee classifications in descending order until a position is found in which the Employee with the least seniority has less seniority than the surplus Employee. In that event such Employee will be displaced by the surplus Employee provided that the surplus Employee has the qualifications and experience to perform the work of such Employee.
- b) The Employee must indicate in writing to the Associate Vice President of Human Resources their intention to displace another Employee as far in advance as possible but not later than five (5) days after receipt of written notice of layoff. If they do not indicate their intent to displace another Employee within this period they shall be deemed to have opted to be laid off.
- c) Where the Employee chooses not to exercise their displacement rights, they shall be laid off.

14.05 An Employee who is displaced by an Employee shall be declared surplus and the provisions of Article 14 shall apply.

14.06 Days shall include all days exclusive of Saturdays Sundays and designated holidays.

14.07 Where an Employee has been identified as surplus, reasonable time off with no loss of pay and with no loss of credits shall be granted to attend scheduled interviews for other internal positions provided that the time off does not unduly interfere with operating requirements.

14.08 Recall

a) Employees who are laid off shall be placed on a recall list and shall retain, but not accrue seniority for eighteen (18) months.

b) The Employer shall recall Employees in order of seniority to vacant bargaining unit positions for which they have the qualifications and experience to perform the required work, for a period of eighteen (18) months from date of layoff. Notice of recall shall be sent by registered mail to the last known address of the Employee, who shall respond to the recall notice within seven (7) calendar days. The Employee is responsible for ensuring their mailing address is updated and current with the Office of Human Resources.

14.09 A person shall lose their recall rights when:

a) They fail to respond to the Employer within seven (7) calendar days as per Article 14.08.

b) They do not attend a placement interview at a mutually acceptable time when requested by the Employer, or

c) they do not accept an appointment.

14.10 Where an Employee who has been released is reappointed under this Article to the same position or a position in the Employee classification which they occupied immediately prior to their release they shall be reappointed at a rate within the Employee classification applicable to the position that is as close as possible to the Employee classification at which they were paid immediately prior to their release.

14.11 Where a person who has been released is appointed under this Article to a position that is not the same as the position which they occupied immediately prior to their release they shall be appointed at a rate within the "Schedule A" applicable to the position commensurate with their qualifications and experience including previous relevant service with the Employer.

14.12 Severance

- a) Severance provisions of the *Employment Standards Act* shall apply for an Employee who has been given a notice of layoff and has subsequently been laid off or otherwise terminated.
- b) An Employee may elect, at any time during the recall period, to terminate their employment and to receive severance pay, in which event the Employee's name shall be removed from the recall list and the Employer shall have no further obligation with respect to such Employee.

14.13 Temporary Work

Employees on layoff shall be given preference for temporary work for which they are qualified, if such work is expected to exceed sixty (60) working days. An Employee who has been recalled to such temporary vacancy shall not be required to accept the recall and may instead remain on layoff.

ARTICLE 15 – TECHNOLOGICAL CHANGE

- 15.01 The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status or working conditions of Employees within the bargaining unit.
- 15.02 The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of Employees and to consider practical ways and means of minimizing the adverse effect, if any, upon Employees concerned.
- 15.03 Employees will be given notice of the impending change in employment status and/or working conditions at the earliest possible time.
- 15.04 Where the Employer has identified for business purposes the need and the means to train Employees on new technological developments, it may make this opportunity available to Employee(s) as per the departmental professional development process.

ARTICLE 16 – LEAVE OF ABSENCE

- 16.01 Upon written application the Manager in consultation with the department head may, at their sole 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.

16.02 The following does not apply to Employees on pregnancy/parental/adoption leave, Workers' Compensation, or long term disability benefits:

- a) 1) A full-time/Term Full-Time 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.
- 2) A part-time Employee granted a leave of absence without pay for a duration of three (3) weeks or less shall accumulate seniority and maintain their prevailing salary.
- b) A full-time 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) accumulate seniority while on leave (in accordance with Article 12.06); and
 - iv) be responsible for paying the full premiums required for the benefit coverage they intend to continue.

16.03 **Union Leave**

- a) The Employer shall grant leave of absence without pay to attend Union functions provided that this leave does not unduly interfere with the operations of the Employer. Such leave will not be unreasonably withheld. In requesting such leave-of-absence for an Employee(s), the Union must give at least fourteen (14) calendar days' notice in writing to the Employer. During such leave-of-absence, the Employee's salary and benefits shall be maintained by the Employer and reimbursed by the Union.

Union Leave: Full-Time Position

- b) When an Employee is elected or appointed to a full-time position with OPSEU/SEFPO, the Employer shall grant a leave of absence without pay or loss of seniority and with continuation of benefit coverage paid by OPSEU/SEFPO for the durations of such leave. At the end of the assignment, the Employee shall, upon four (4) weeks' notice be returned to the position held immediately prior to the commencement of the leave or to a comparable position with no decrease in pay should the original position be eliminated.

Union Leave: Executive Board Member

- c) Leave of absence that does not unduly interfere with the operation of the Employer with no loss of pay and with no loss of credits shall be granted to an Employee elected as an Executive Board Member of the Union. The Union will reimburse the Employer for the salary and benefits paid to the Employee.
- 16.04 All requests for a leave of absence shall be in writing to the department Manager. All granting of requests for a leave of absence shall be in writing.
- 16.05 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.
- 16.06 During a leave of absence an Employee shall not, without the consent of the University, engage in gainful employment. If the Employee does engage in other employment without the consent of the University, they shall be dismissed without notice.
- 16.07 **Bereavement Leave**

- a) If the parent, spouse, child, stepchild, 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.
- b) Should prolonged travel or other extenuating circumstances be involved, up to an additional two (2) days of bereavement leave may be granted by the Employee's immediate Manager.
- c) In the event of the death of a close friend or a relative not referred to in Article 16.08 a), the Employee, upon request, may be granted a paid leave of absence for the time required to a maximum of one (1) day for the purpose of attending the funeral.

16.08 Maternity/Paternity/Adoption Leave

- a) An Employee who has completed at least thirteen (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 their 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 fifty-two (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 maternity leave shall provide their Manager 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 their supervisor.
- b) 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.
- c) If the Employee wishes to return to work less than six (6) weeks after the birth, they must provide four (4) weeks' notice of their intention to return.
- d) If the Employee informs their Manager that they will be returning within the allowable pregnancy/parental leave period and so returns, they 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, they shall exercise their seniority rights as provided for in Article 14 on their return to work.
- e) An Employee granted a leave of absence without pay for pregnancy/parental/adoption reasons 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 with the benefit coverage provided in Article 23 unless the Employee advises the University in writing that they do not wish to continue to make Employee contributions.
- f) Upon request, an Employee who legally adopts a child, other than the child of a spouse, and provides a copy of the proposed adoption made by the Employee under the *Adoption Act* of a child five (5) years of age or younger

shall be granted a leave of absence with pay for three (3) days. They are also entitled to a parental leave in compliance with the *Employment Standards Act*.

- g) 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 *Employment Insurance Act*.
- h) For part-time Employees, pregnancy/parental or adoption leave shall be in accordance with the provisions of the *Employment Standards Act*.
- i) A Regular Full-Time Employee having completed a minimum of one (1) year of service and who agrees to return to the University for one year following the leave will be entitled to leave benefits topped up to 95% of the Employee's regular salary for a seventeen (17) week period. In the event an Employee does not fulfill the above obligation regarding return, they shall be obliged to repay the University for any supplemental monies received during the leave.

At no point shall payments under 16.08 i) exceed the amount of top up available under the twelve (12) month Employment Insurance rate.

16.09 Medical, Dental and Legal Appointments

Whenever possible Employees will schedule all appointments outside working hours and/or on off days, however, Employees shall be granted time off with pay in hourly increments, with the permission of their Manager, may be allowed an early departure or late arrival to attend medical, dental and legal appointments. Employees will be expected to work the required hours to make up for lost time. Such time shall not be considered overtime. Hours not made-up shall be unpaid.

Notwithstanding the above, an Employee may elect to use accumulated overtime to offset hours for attending medical, dental, and legal appointments.

16.10 Jury Duty and Witness Leave

- a) When a full-time or part-time Employee is summoned for jury duty, 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.
- b) An Employee who is subpoenaed or summonsed to a tribunal or a judicial proceeding except in cases of personal litigation will be compensated for loss of regular earnings. Remuneration paid to the Employee for this activity must be turned over to the University.

- c) The Employee shall inform the Manager as soon as possible after receiving notification of being called, and shall supply the Manager with a copy of the summons.

ARTICLE 17 – PROFESSIONAL DEVELOPMENT

- 17.01 The parties recognize the importance of continuing professional development opportunities. Employees may make recommendations to their Manager on individual or team training opportunities. It is understood that final responsibility for the approval of professional development proposals shall rest with the Employer.
- 17.02 The Employer may request a submission for individual leaves and proposed training.
- 17.03 Employees engaged in professional development opportunities shall be paid their regular rate of pay and are not subject to any form of premium pay.

ARTICLE 18 – HOURS OF WORK AND OVERTIME

18.01 a) Hours of work – Regular and Term Full-Time Employees:

The regular work week for Regular Full-Time and Term Full-Time Employees shall be thirty-five (35) hours per week, work days shall normally be consecutive and consist of seven (7) hours per day excluding an unpaid one (1) hour meal period.

b) Hours of work – Regular Part-Time Employees:

Hours of work for Regular Part-Time Employees shall be defined by their letter offer and shall be more than seven (7) hours per week and less than thirty-five (35) per week.

- 18.02 A regular shift (7 hours) is exclusive of a one (1) hour unpaid meal period and includes two fifteen (15) minute rest periods. The specific times for meal periods and rest periods shall be determined by the immediate Manager.

18.03 Posting of Schedules

- i) A schedule shall be posted four (4) weeks in advance.
- ii) Employees will not be required to work more than five (5) consecutive shifts unless otherwise mutually agreed upon between the Employer and the Employee.

18.04 Where the Employer decides to change an Employee's regular schedule, such changes shall not be implemented with less than two (2) weeks written notice, except with approval of affected Employee(s). All hours worked outside an Employee's original schedule (prior to meeting the notice period as referred to in Article 18.04) will receive a premium of \$2.00 per hour.

18.05 **Shift Premium**

An Employee shall be paid a shift premium of seventy cents (\$0.70) per hour for work beginning at 1700 hours until 0700 hours.

An Employee shall be paid a weekend premium of seventy cents (\$0.70) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday.

Shift premiums shall not be considered as part of an Employee's basic hourly rate.

18.06 **Overtime**

Assignment of overtime will be distributed on a fair and equitable basis among Employees who are engaged in that work. If the work is not continuous those who are suitable to perform the available overtime work will be assigned on an equitable basis.

18.07 Time in excess of the regular work day or regular work week must be authorized in writing by the Employee's immediate Manager. Employees shall be paid on the following basis for all such authorized hours:

a) Employees who work outside their scheduled shift or for Employees in excess of thirty-five (35) hours in any one week shall be compensated at the rate of one and one half (1 ½) times their regular hourly rate.

b) At the sole discretion of the Employer an Employee may bank up to seventy (70) overtime hours. Lieu time untaken at calendar year end will be paid-out.

c) Hours approved for overtime pay shall not be subject to shift premium.

18.08 All overtime hours must be authorized by the manager before being worked, or where that is not possible, retroactively where the overtime was justified as a result of emergency or crisis issue.

18.09 Employees may change shifts with each other provided the manager pre-approves such changes in writing. Shift exchanges must occur within the same pay period and will not result in additional premium/overtime costs. Approval for such changes should not be unreasonably withheld.

18.10 The University will pay a meal allowance when an Employee is required to work overtime for two hours or more immediately following a normal work day. The allowance will be equivalent to the cost of a standard meal in the University Main Cafeteria or Residence Cafeteria.

Supported by the appropriate receipt, the Employee will be reimbursed by a cheque requisition authorization form submitted and approved by their manager.

18.11 Employees working in excess of fourteen (14) hours in a twenty four (24) hour period shall be given twelve (12) hours off before returning to work. Employees may take less than 12 hours when mutually agreed upon electronically or in writing between the Employee and their Manager.

18.12 Call-back

a) An Employee called into work outside their regular work day and without previous notice shall receive time and one-half for the hours worked or a minimum of three (3) hours at their regular rate, whichever is greater. An Employee who is called in to remedy a particular problem(s) will be paid for an additional call-in if required to perform work on unrelated problems. Such hours may be banked at the Employee's request.

b) In cases where an Employee is able to resolve problems from home and eliminate the need to attend the workplace, they shall receive time and one-half for the time worked or a minimum of two (2) hours at their regular rate, whichever is greater. Such hours may be banked at the Employee's request.

c) Hours worked for call-back pursuant to the above, shall not be used in calculating overtime entitlement as specified in 18.12 a) and b).

d) If an Employee is contacted while on vacation or lieu time, Article 18.12 a) or b) shall apply.

18.13 Travel Time

a) Where an Employee is required to travel from the University to another work location and back from that location to the University, that travel time is to be considered as work time. In such cases the start and end time of the work day shall be adjusted whenever possible to avoid overtime.

b) Travel time, which is outside of the regular work day or regular work week, to locations off campus to attend voluntary professional development (including conferences) shall be considered to be voluntary travel and therefore not work time. Such time which occurs during the regular work day or regular work week shall be considered to be time worked.

- c) Where an Employee is required to travel in order to conduct University business or receive University required training, such time shall not be considered as voluntary and therefore it shall be considered as work time. For the purpose of this Article, travel time will be considered traveling from one location to another based on the most direct route. For the days or the weeks where required travel is scheduled, the work day or work week should be altered so that required travel does not result in overtime as per Article 18.07 a). Where this is not possible, authorization from the Employees' manager for such overtime shall be obtained prior to the travel in order for any time to be considered as overtime.
- d) Where an Employee travels between two or more time zones, the time zone associated with the point of departure shall be used.

ARTICLE 19 – WAGES

- 19.01 The wage grid is set out in "Schedule A" attached to and forming part of the Collective Agreement.
- 19.02 Steps in the Salary Grade are based on one (1) year equivalent as defined in Article 12.01.
- 19.03 An Employee promoted to a position in a higher wage grid shall be placed in the salary progression of the new position that is immediately greater than their current salary by a minimum of at least 2% greater. The respective arrangements regarding progression as defined in 19.02 shall apply in the new position.
- 19.04 A newly hired Employee may be placed anywhere within the salary grid to which they are hired depending on their education and experience. Such determination will be made by the hiring manager.

ARTICLE 20 – STATUTORY HOLIDAYS

20.01 Paid Holidays

The University recognizes the following as paid holidays:

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

and three (3) days as designated by the University to coincide with the University's Christmas closure.

These latter three (3) days shall be considered as days off with pay but not as paid holidays for premium pay purposes. An Employee required to work due to exceptional operational requirements on any of these latter three (3) days shall be paid at their regular rate and shall be given alternate time off with pay to be scheduled at a time mutually agreed between Employee and the Employer, within the fiscal year.

ARTICLE 21 – VACATIONS

21.01 a) Regular/Term Full-Time Employees shall accrue annual vacation entitlement in accordance with the following:

- i) Up to 8 years of completed service – 1.25 days/month (15 days/year)
- ii) After 8 years of completed service – 1.67 days/month (20 days/year)
- iii) After 17 years of completed service – 2.08 days/month (25 days/year)
- iv) After 25 years of completed service – 2.17 days/month (26 days/year)
- v) After 26 years of completed service – 2.25 days/month (27 days/year)

21.02 The vacation year is the twelve (12) month period beginning January 1st of any given year and ending December 31st of that same year. Vacation shall be calculated on regular hours worked and shall be exclusive of overtime and any and all other premiums.

21.03 Vacation must be taken within one (1) year of the end of the vacation year in which it is earned.

If an Employee has not taken or scheduled remaining vacation by October 1 following the year in which it was earned they shall meet with their manager to determine the disposition of the remaining vacation. The Employer may require scheduling of vacation, carry-over of no more than five (5) days or pay out vacation credits at its sole discretion.

21.04 Scheduling

a) Requests for vacation shall be made as follows:

- i) Prior to November 1 for the period January 1 to April 30 of each calendar year;

- ii) Prior to March 1 for the period May 1 to December 31 of each calendar year;
 - iii) Approval or denial of such vacation requests shall be given by November 15 and March 15, as applicable;
 - iv) Any vacation requests submitted outside of the time frames above will be dealt with on a first come first served basis. Approval or denial of such requests will be provided as early as possible; but no later than ten (10) calendar days after submission.
- b) i) In the event of conflicting vacation requests which are made in accordance with the above deadlines, the Employees making conflicting requests will attempt to resolve such conflict. Unresolved conflicts will be settled based on seniority.
- ii) However, in order to ensure efficient operations and effective use of resources, the final right of allocation of vacation time is the exclusive right of the Employer. Such rights shall not be arbitrarily or unreasonably exercised.

21.05 Short Notice Special Leave

All Regular Full-Time and Term Full-Time Employees are entitled to use up to four (4) vacation days per year for unexpected short term requests. Part-time Employees can use two (2) days per year. Approval of these days will be as per 21.04 b) ii).

21.06 Regular Part-Time Employees, unless otherwise stated, shall receive vacation pay in accordance with the *Employment Standards Act* and such vacation pay will be shown separately and be paid every pay period.

ARTICLE 22 – SICK LEAVE PROVISIONS

22.01 A full-time and Term Employee will accumulate sick leave credits (days) throughout their period of active employment. Sick leave is payable only when an Employee is absent due to illness/injury. Available sick leave credits are applied during the period of absence.

22.02 Sick leave credits for full-time Employees and Term Employees accumulate at the rate of two and one-half (2 ½) days for each month of continuous service to a maximum of one hundred and twenty (120) days.

22.03 a) An Employee may be required to provide a medical certificate from an appropriate medical practitioner to substantiate an absence that is in excess of

- three (3) days; the Employee already had three (3) incidents of sick during the previous six (6) month period, or in the event the Employer has cause to suspect abuse. 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) The University may require certification that an Employee is medically fit before permitting them to return to regular duties.
 - c) Failure to provide an appropriate medical certificate when requested may result in the denial of sick leave benefits. The cost of medical certificates are the responsibility of the Employee unless the Employee is required to have Lakehead University forms completed.

22.04 Long Term Disability

- a) All full-time Employees must participate in the Employers' Long Term Disability Benefit Plan. Long Term Disability benefits commence as per the plan and entitlement is as per the plan text. (Specific information on the plan can be attained through the office of Human Resources). The Employee's entitlement to LTD benefits, if any, is solely determined by the LTD provider. The Employer agrees to continue the LTD entitlement in place at the signing of this Agreement for those Employees who are not on strike or lay-off in accordance with the terms of this Collective Agreement.
 - b) The Employer has the flexibility to change carriers as long as the benefits stay similar or become better.
 - c) Full Health and Welfare benefit coverage will be continued for Employees during LTD or for twenty-four (24) months from the date of disability. The Employer shall give the Employee sixty (60) days' notice that their benefit continuation is about to expire and provide the Employee with details for continuance. 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 choose to maintain and provided that the benefit plans so permit.
- 22.05 In the event that an Employee needs to accompany a family member (spouse, significant other, child, parent) for medical treatment prescribed by a qualified medical practitioner, it is acceptable to use sick time on an hourly basis to a maximum of twenty-eight (28) hours per calendar year. Verification of the medical appointment may be required. Sick credits used for this purpose shall not be considered as incidents as per Article 22.03 a). This article also applies for Employees medical appointments.

22.06 Where during their vacation an Employee becomes Hospitalized, they may elect to use their accrued sick leave credits for the period of their hospitalization in place of their vacation.

ARTICLE 23 – INSURED BENEFITS

23.01 As a condition of employment, each full-time Employee (Full-Time, Term) 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 University Dental Plan;
- e) the University Eye care Plan;
- f) the Long Term Disability Insurance Plan;
- g) the University Pension Plan;

unless specifically exempted by legislation or regulation.

23.02 For full-time Employees (including Term) the University shall contribute one hundred percent (100%) of the applicable premium for coverage indicated above in Article 23.01 a), b), c), d) and e).

23.03 For full-time Employees (including Term), the member shall pay one hundred percent (100%) of the applicable premium cost for their coverage under Article 23.01 f) the Long Term Disability Plan.

23.04 The Employer has the flexibility to change carriers as long as the benefits stay similar.

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

ARTICLE 24 – WORKPLACE SAFETY AND INSURANCE

24.01 Where an Employee is absent by reason of a workplace illness or injury for which a claim is made to the WSIB, their salary shall continue to be paid until such time

as a claim decision is made, any amounts paid by Employer shall be reimbursed to the Employer by WSIB or the Employee as determined by the Employer.

24.02 Where an Employee receives an award from the WSIB, the Employer agrees this will 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, vacation, and sick time credits 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 choose to maintain and provided that the benefit plans so permit.

24.03 The Employer shall give the Employee sixty (60) days' notice that their year of benefit continuation is about to expire and provide the Employee with details for continuance as per 24.02.

24.04 The Employer and the Union agree that the Workplace Safety Insurance Board (WSIB) shall be the sole insurance provider for workers injured on the job. The Employer agrees it shall not use a private company in place of the current WSIB coverage.

ARTICLE 25 – ACCOMMODATION

25.01 The parties acknowledge their respective obligations in the accommodation process. The Employee shall cooperate with the Employer and the Union in the development and implementation of accommodation plans.

ARTICLE 26 – WORKLOAD

26.01 When workload issues are of concern and an Employee is experiencing difficulties with the workload they can arrange to meet with the Manager. The parties agree to seek a meaningful resolution to workload issues to address both Employees' concerns and the Employer's operational requirements. If the matter cannot be resolved with immediate Manager the Employee can then discuss the issue with the Department Head. Either party can then refer the matter to the Employee Relations Committee if desired. Workload issues shall not be the subject of a grievance.

ARTICLE 27 – PENSION

27.01 The University agrees that all full-time and term Employees will belong to the Lakehead University Employee Pension Plan. The University will contribute 7.9% of regular gross pay integrated with the Canada pension Plan.

Notwithstanding the above plan requirements, those Employees (listed in Appendix A) shall be a member of the Pension Plan for Professional Staff of Lakehead University.

Those Employees who are employed within Technology Services Centre (listed in Appendix A) and are currently a member of the Lakehead University Employee Pension Plan will be transferred to the Pension Plan for Professional Staff of Lakehead University as of the date of ratification and remain in such plan. Employer and Employee contributions shall commence the first day of the month following ratification.

27.02 A member of the bargaining unit will form part of the Lakehead University Employee Pension Plan advisory committee. This member will be selected by the Union.

27.03 Pension Plan CPP Decoupling Agreement

- a) Effective July 1, 2021 to June 30, 2022, total University contributions to the Lakehead University Employee Pension Plan and the Pension Plan for Professional Staff on behalf of OPSEU/SEFPO Local 716 members will in aggregate increase by an amount equivalent to 1% of total OPSEU/SEFPO Local 716 member compensation for 2021.
- b) Effective July 1, 2022 to June 30, 2023, total University contributions to the Lakehead University Employee Pension Plan and the Pension Plan for Professional Staff on behalf of OPSEU/SEFPO Local 716 members will in aggregate increase by an amount equivalent to 1% of total OPSEU/SEFPO Local 716 member compensation for 2022.
- c) Effective July 1, 2023 to June 30, 2024, total University contributions to the Lakehead University Employee Pension Plan and the Pension Plan for Professional Staff on behalf of OPSEU/SEFPO Local 716 members will in aggregate increase by an amount equivalent to 1% of total OPSEU/SEFPO Local 716 member compensation for 2023.

ARTICLE 28 – PRIVACY AND SECURITY

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

Information obtained through video cameras, audio recorders or other monitoring devices installed for surveillance purposes shall not be used to monitor an Employee for work performance.

ARTICLE 29 – TERM OF AGREEMENT

29.01 The term of this Collective Agreement shall be from July 1, 2021 to June 30, 2024. This Collective Agreement shall continue from year to year thereafter unless either party gives the other party notice in writing that it desires its termination or amendment.

29.02 Either party desiring to propose changes to this Agreement shall, within the ninety (90) days prior to the termination date, give notice in writing to the other party. Within thirty (30) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

During any period of renegotiation, all terms and conditions of the Agreement shall remain in effect and the Agreement shall remain in effect until:

- i) The parties are in a legal strike or lockout position; or
- ii) Both parties have ratified a renewal of this Agreement with such changes as may have been agreed.

Dated at Thunder Bay the _____ day of _____, 2022

ONTARIO PUBLIC SERVICE
EMPLOYEES UNION,
LOCAL 716

LAKEHEAD UNIVERSITY

Letter of Understanding #1

Between:

LAKEHEAD UNIVERSITY
(the "Employer")

-and-

ONTARIO PUBLIC SERVICE EMPLOYEES UNION,
LOCAL 716
(the "Union")**Re: Bullying and Psychological Harassment**

Lakehead University and the Union shall cooperate to the fullest extent possible to ensure the workplace is free from bullying/psychological harassment. Bullying/psychological harassment refers to any vexatious behaviour that is known, or ought reasonably to be known, to be unwelcome and that:

- i) takes the form of repeated conduct which could reasonably be regarded as intending to intimidate, offend, degrade or humiliate, and/or
- ii) affects an Employee's dignity, or psychological or physical integrity, and/or
- iii) results in a harmful work environment.

Examples of bullying/psychological harassment include, but are not limited to, the following:

- i) repeated unwarranted criticism;
- ii) undermining or deliberately impeding a person's work;
- iii) spreading malicious rumours or gossip that is not true;
- iv) physical gestures intended to intimidate, offend, degrade or humiliate an individual.

Reasonable action by the University, a Manager and/or a supervisor in the course of managing the workplace is not bullying/psychological harassment.

Lakehead University has a Harassment and Discrimination Policy and Procedures which is located on the University website.

It is agreed that the complainant may choose a Union Representative to assist them in presenting the complaint.

Dated at Thunder Bay the _____ day of _____, 2022

For the Union

For the Employer

Letter of Understanding #2

Between:

LAKEHEAD UNIVERSITY
(the "Employer")

-and-

ONTARIO PUBLIC SERVICE EMPLOYEES UNION,
LOCAL 716
(the "Union")**Re: Innovative Scheduling Agreement**

In order to meet the University's operational needs and the needs of the Employees, the parties may agree to enter into an Innovative Schedule Agreement.

Agreed options that can have a variation from the Collective Agreement

The parties agree to waive some applications of Article 18 for the purposes of this Letter of Understanding as follows:

Article 18.01 – Hours of work – Regular Full-Time or Part-Time Employees

- a) The regular work week for full-time and term Employees shall be thirty-five (35) hours per week.
- b) Hours of work for Regular Part-Time Employees shall be defined by their letter of offer and shall be more than seven (7) hours per week and less than thirty-five (35) per week.

Article 18.02 – Rest and Meal Periods

Employees shall be entitled to rest periods during their shift on the basis of fifteen (15) minutes for each consecutive three and a half (3.50) hours worked.

The meal period may be a minimum of 30 minutes and maximum of one (1) hour unpaid break.

Article 18.03 – Posting of Schedules

- i) A schedule shall be posted four (4) weeks in advance

Article 18.04 – Changes to Shift

The existing language in this Article will be maintained and supported by this Letter of Understanding.

Article 18.05 – Shift Premium

No shift premium will be applied to any hours worked under an Innovative Schedule.

Articles 18.06, 18.07, 18.08, 18.09, 18.10

The existing language in these articles will be maintained and supported by this Letter of Understanding.

Article 18.11

This article may be waived

Article 18.12 – Call-back

This article is maintained and supported by this Letter of Understanding.

Documentation of Agreed Schedule

All applications of the innovative work schedule and term lengths shall be documented in writing and signed by the Employee, Union, Manager and Chief Information Officer.

Either party may, on written notice of thirty (30) calendar days to the other party, terminate an individual Agreement.

Dated at Thunder Bay the _____ day of _____, 2022

For the Union

For the Employer

Letter of Understanding #3

Between:

LAKEHEAD UNIVERSITY
(the "Employer")

-and-

ONTARIO PUBLIC SERVICE EMPLOYEES UNION,
LOCAL 716
(the "Union")**Re: Pension Reform**

The Parties agree that Lakehead University shall apply to the CAAT governing bodies to participate in the CAAT Pension Plans as follows:

- (a) The parties agree to switch for future service on a mutually agreed upon date upon consultation with the CAAT DBPlus pension plan– on this date all eligible members of OPSEU/SEFPO Local 716 contributions will be redirected to the CAAT DBPlus pension plan.
- Future eligible members join on date of hire as they do now after the above change has been implemented.
 - Definition of earnings will be unchanged;
- (b) Interpretation of 27.01, 27.02 and Appendix A
- Once the above change has been implemented, the meaning of the Lakehead University Pension Plan and the Pension Plan for Professional Staff of Lakehead University will be the CAAT DBplus Pension Plan.

Dated at Thunder Bay the _____ day of _____, 2022

For the Union

For the Employer

Letter of Understanding #4

Between:

LAKEHEAD UNIVERSITY
(the "Employer")

-and-

ONTARIO PUBLIC SERVICE EMPLOYEES UNION,
LOCAL 716
(the "Union")

Re: Repeal of Bill 124

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

Dated at Thunder Bay the _____ day of _____, 2022

For the Union

For the Employer

Appendix A

Employees who are employed within Technology Services Centre (listed in Appendix A) and are currently a member of the Lakehead University Employee Pension Plan transferred to the Pension Plan for Professional Staff of Lakehead University.

Edward Abbott
David Andreason
Janette Harmer
Gerard Paquette
Drue Boulet
Debra Kucbel
Christine Singleton
Roy Teniuk
Giovanni Bonofiglio
Blain Boyd
Philip Diesbourg
Jesse Hernandez
Taylor Michel
Shawn Hartviksen
Ian McIntosh
Alexander Robillard
Christmas Norris
Timothy Rowe
Sai Gorige
Sai Krishna Kuna
Muhammad Qureshi
Dwarakanath Tulasankarasubbu
Frank Fabiano
Manfred Plank
James Gracey
Derrick Patola
Darrell Dubois

Schedule A**Effective: July 1, 2021**

Position	Floor	Step 1	Step 2	Ceiling
Enterprise Resource Planning				
Programmer Analyst I	\$37.87	\$40.35	\$42.99	\$45.81
Programmer Analyst II	\$34.83	\$37.13	\$39.57	\$42.18
Programmer Analyst III	\$31.79	\$33.92	\$36.20	\$38.64
Server Support				
Security Specialist and HPC Programmer	\$37.76	\$40.13	\$42.66	\$45.35
Server Administrator I	\$37.76	\$40.13	\$42.66	\$45.35
Server Administrator II	\$34.48	\$36.68	\$38.99	\$41.47
Data, Voice				
Network Administrator I	\$37.69	\$39.98	\$42.41	\$44.99
Network Administrator II	\$34.46	\$36.51	\$38.74	\$41.11
Telecom/Network Technician I	\$31.09	\$32.44	\$33.87	\$35.35
Telecom/Network Technician II	\$27.05	\$28.74	\$30.52	\$32.42
Desktop Support				
Desktop Technician I	\$31.66	\$33.53	\$35.43	\$37.54
Desktop Technician II	\$29.20	\$30.91	\$32.69	\$34.65
Helpdesk Technician I	\$27.06	\$28.72	\$30.51	\$32.39
Multimedia				
Multimedia Technician I	\$31.58	\$33.49	\$35.51	\$37.67
Multimedia Technician II	\$29.27	\$31.16	\$33.19	\$35.35
Multimedia Technician III	\$27.13	\$28.90	\$30.77	\$31.84