

COLLECTIVE AGREEMENT

BETWEEN

**THE BOARD OF GOVERNORS OF LAKEHEAD UNIVERSITY
(hereinafter called the "Employer")**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3905
(hereinafter called the "Union")**

September 1st, 2020 to August 31st, 2023

TABLE OF CONTENTS

WELCOME TO LAKEHEAD UNIVERSITY	4
ARTICLE 1 - PURPOSE	5
ARTICLE 2 - RECOGNITION	5
ARTICLE 3 - MANAGEMENT RIGHTS.....	5
ARTICLE 4 - NO DISCRIMINATION	6
ARTICLE 5 - HARASSMENT.....	6
ARTICLE 6 - NO STRIKES AND NO LOCKOUTS	9
ARTICLE 7 - UNION SECURITY.....	9
ARTICLE 8 - NEW EMPLOYEES.....	10
ARTICLE 9 - FACILITIES AND COMMUNICATION.....	11
ARTICLE 10 - LABOUR MANAGEMENT RELATIONS	13
ARTICLE 11 - UNION REPRESENTATION	14
ARTICLE 12 - GRIEVANCE PROCEDURE.....	14
ARTICLE 13 – ARBITRATION	17
ARTICLE 14 - LAYOFF AND RECALL.....	19
ARTICLE 15 - ACCESS TO RECORDS	20
ARTICLE 16 - APPOINTMENTS.....	20
ARTICLE 17 – GRADUATE PERFORMANCE REVIEWS.....	26
ARTICLE 18 - TECHNOLOGICAL CHANGE.....	28
ARTICLE 19 - OCCUPATIONAL HEALTH AND SAFETY	28
ARTICLE 20 - DISCIPLINE.....	29
ARTICLE 21 - LEAVE OF ABSENCE	31
ARTICLE 22 - HOLIDAYS	36
ARTICLE 23 - SALARIES	37
ARTICLE 24 - BENEFITS	38
ARTICLE 25 - DEFINITIONS.....	40
ARTICLE 26 - PROFESSIONAL DEVELOPMENT DAY.....	42

ARTICLE 27 - ACADEMIC FREEDOM	42
ARTICLE 28 - TERM OF AGREEMENT	43
ARTICLE 29 – INTELLECTUAL PROPERTY	43
RATES OF PAY 2020/2023.....	44
LETTER OF UNDERSTANDING _Re: Right of First Refusal	45
LETTER OF UNDERSTANDING _Re: Access to Documents	46
LETTER OF UNDERSTANDING _Re: Field School Assignment	47
LETTER OF UNDERSTANDING _Re: Protecting a Sustainable Public Sector for Future Generations Act, 2019_(Bill 124)	48
Signing Page	49
Employee Performance Review	50

WELCOME TO LAKEHEAD UNIVERSITY

Welcome to Lakehead University and the Canadian Union of Public Employees, Local 3905. This is your new Collective Agreement. It sets out the terms and conditions of your employment at Lakehead University. Please read it.

If you have any questions or comments about the Agreement or the Union, please contact C.U.P.E. at:

Room 0021A, University Centre
Lakehead University
Thunder Bay, Ontario
Telephone (807) 343-8438
Fax (807) 346-9546

ARTICLE 1 - PURPOSE

1.01 The General purpose of this Agreement is to establish an orderly collective bargaining relationship between the University and its employees represented by the Union, to ensure the peaceful settlement of disputes and to set forth agreement covering rates of pay and other working conditions which shall supersede all previous agreements and arrangements between the Employer and the employees represented by the Union.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the exclusive collective bargaining agent for all persons registered at Lakehead University as graduate or undergraduate students and who are employed in demonstrating, tutoring or marking or as research or teaching assistants, save and except sessional lecturers, persons with the rank of lecturer or above, persons whose salaries are paid from other than operating funds, persons in other bargaining units of the University, and all other persons employed in a full time capacity at Lakehead University.

2.02 No employees shall be required or permitted to make a written or oral agreement with the employer which conflicts with the terms of this agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges that it is the right of the Employer to maintain order and efficiency; to hire, classify, transfer, promote and lay off; to demote, discipline, suspend or discharge employees for just cause; to establish and enforce rules and regulations not inconsistent with the provisions of this Agreement, which govern the

conduct of the employees; and generally to manage and operate Lakehead University.

The Employer agrees that these rights will be exercised in a fair, reasonable and equitable manner consistent with the provisions of this Agreement.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any member of the bargaining unit or any registered student seeking to become a member of the bargaining unit in any matter concerning the application of the provisions of this Agreement by reason of race, creed, colour, age, sex or sexual orientation, gender identity, citizenship, visible or non-visible disability, gender expression, marital status, family status, nationality, ethnic origin, place of origin, ancestry, religious or political affiliation, anything covered by The Ontario Human Rights Code, by reason of their membership/non-membership, or activity/lack of activity in the Union.

ARTICLE 5 - HARASSMENT

5.01 Harassment shall be defined as a course of comments or conduct consisting of words or actions that disparage or humiliate a person in relation to their age, ancestry, citizenship, colour, creed, ethnic origin, family status, disability, marital status, place of origin, race, record of offences, sex, sexual orientation or gender identity.

5.02 Sexual harassment, for the purpose of this Collective Agreement as a working definition includes the following:

- (a) unwanted sexual attention of a persistent or abrasive nature made by a person who knows, or who ought reasonably to know, that such attention is unwanted; or
- (b) implied or expressed promise of reward for complying with a sexually oriented request; or
- (c) actual reprisal or an implied or expressed threat of reprisal for refusal to comply with a sexually oriented request; or
- (d) actual denial of opportunity or an implied or expressed threat of denial of opportunity for refusal to comply with a sexually oriented request; or
- (e) sexually oriented behaviour when it has the purpose or effect of creating an intimidating, hostile or offensive environment in which the member works or studies.

5.03 The Union and the Employer recognize that all members of the University community have the right to study and work in an environment free from harassment. Personal harassment of any kind is considered a serious offence, subject to disciplinary action by the appropriate University authority.

5.04 The Employer agrees to take action to foster an environment free from harassment by:

- (a) administration of the Lakehead University Harassment and Discrimination Policy and Procedures; and
- (b) continuing with educational programs for University administrators, students and staff; and
- (c) including clauses within the Article 5 of the Collective Agreement.

5.05 All formal and informal complaints of harassment must be lodged with the Personal Harassment and Discrimination Coordinator designated by the University. No discipline of an alleged harasser can take place unless the complainant makes a formal complaint as described in the Harassment and Discrimination Policy and Procedures. The Parties agree that nothing in the Harassment and Discrimination Policy and Procedures negates the Union's and employees' rights to grieve harassment.

5.06 Where a grievance alleging harassment is filed, and the alleged harasser is the person who would normally deal with a step of such a grievance, the grievance will be referred to the next step.

5.07 All complaints of harassment will be deemed to be confidential as outlined in the Harassment and Discrimination Policy and Procedures.

5.08 Where the Employer has been notified of personal harassment following the procedures outlined in the Harassment and Discrimination Policy and Procedures, and the procedures are not followed to ensure the rights of the complainant, the Union may grieve the Employer for "failure to protect".

5.09 Any formal or informal complaint under the Employee Code of Conduct Policy (Code) will be addressed as prescribed in the Code.

5.10 At the time of sign-on in Human Resources, a letter on personal harassment, prepared by the Union, that has been mutually agreed to by both Parties, will be issued to each employee.

ARTICLE 6 - NO STRIKES AND NO LOCKOUTS

6.01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The meaning of the words "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act.

6.02 In the event that any employees of Lakehead University, other than those covered by this Agreement, engage in a lawful strike, and maintain picket lines, employees covered by this Agreement shall not be required to perform work normally done by those employees. Employees are expected to perform their own scheduled duties during such periods.

ARTICLE 7 - UNION SECURITY

7.01 The Employer shall deduct from the pay of each member of the bargaining unit dues, assessments and levies as the Union shall determine, and remit said monies no later than the 15th day of the following month to the Financial Officer of the Union.

7.02 The Financial Officer of the Union shall notify the Associate Vice-President of Human Resources in writing of any authorized change to dues, assessments or

levies of the Union at least twenty (20) working days prior to the effective date of the change. If such deductions require modifications to the University payroll system, the parties will meet to discuss and mutually agree to such changes. The changes shall become effective on the first day of the following month.

7.03 The Employer, when forwarding monthly dues deductions, will provide an alphabetized list of current employees. The list will contain the following information for each employee: surname, initials, e-mail address, job classification, employing department (or multiple employing departments when applicable), current dues deducted, start date, end date, and current monthly earnings. At such time as the computer operating system can accommodate the conversion, this information will be provided in machine readable format, as mutually agreed upon by the parties.

7.04 The Union agrees to indemnify and save the Employer harmless from any legal actions or liabilities which may be made against it by an employee or employees for amounts deducted from pay as provided for in Article 7.01. Queries from members of the bargaining unit concerning the Union, Union dues or dues deductions shall be directed to the Union.

ARTICLE 8 - NEW EMPLOYEES

8.01 The Employer will advise each prospective employee at the time that a written formal offer of employment is made that a Collective Agreement exists between the parties and will provide each individual who accepts the formal offer with the website address for the Collective Agreement. Employees requesting a printed copy of the Collective Agreement will be provided with one by the Employer. No fewer than 30 printed copies will be provided to the union by the employer.

- 8.02** The cost of printing the Collective Agreement for distribution to employees as provided for in Article 8.01 and Article 8.03 will be equally divided between the parties. Each of the parties will assume the full cost for printing additional copies for their own use.
- 8.03** The Employer will have a copy of this Collective Agreement posted to the University Human Resources Website within thirty (30) days of its signing by both parties.
- 8.04** At the time that a formal written offer of employment is made, the Employer will include a Letter of Introduction, supplied by the Union, that has been mutually agreed to by both parties.
- 8.05** Graduate Assistant/Research Assistants I's and Graduate Assistant/Research Assistants III's shall receive a copy of their financial support form and all other employees shall receive a copy of their "Employee Information Form" within twenty (20) working days after the form has been completed.
- 8.06** Employment supervisors will have access to an electronic copy of the Collective Agreement within thirty (30) days of its signing by both parties.

ARTICLE 9 - FACILITIES AND COMMUNICATION

- 9.01** Departments shall ensure employees will be provided with the appropriate space, services, equipment (including secure location/area to house confidential materials) and duplicating services (photocopying) as required for the performance of their duties as employees, including access to a telephone within reasonable proximity to conduct University business. A key, pass or token required for office access will be provided free of charge at the outset of the employee's assistantship.

In the event office space must be temporarily evacuated due to construction, renovation, etc., reasonable effort shall be made to provide Employees with alternative office space as close as possible to their respective departments and with continued access to services listed above.

Departments shall ensure that employees be provided, at no charge, with those textbooks and required course materials which the employment supervisor determines are required in the performance of their duties. When difficulties are encountered acquiring books or materials, employees shall contact their supervisor, department Chair/Director or Dean for assistance. Where textbooks and materials are provided by the University, these shall be returned to the employing department when the course for which they are required is concluded.

- 9.02** The Employer agrees to provide two (2) bulletin boards at the Thunder Bay campus and one (1) bulletin board at the Orillia campus marked "Canadian Union of Public Employees" to be used for the posting of official Union notices, one located in the University tunnel and one located outside the main cafeteria. These bulletin boards will be no smaller than 24" x 36". The Union may also arrange for access to departmental bulletin boards with the approval of the departmental Chair/Director.
- 9.03** Provision shall be made for members of the bargaining unit to receive mail in the office of the Department/School/Faculty in which they are registered and/or employed.
- 9.04** The Employer shall allow the Union to use University printing, computer, internal mail and audio-visual facilities at standard University rates for internal users. The Union will be charged for all external mailings.

- 9.05** The Employer shall permit the Union to book University rooms for Union meetings, subject to prevailing internal regulations and to availability.
- 9.06** The Employer will allow the Employee while performing GA/RA duties access to departmental defined staff break rooms, lunch rooms and lounges.

ARTICLE 10 - LABOUR MANAGEMENT RELATIONS

10.01 The Union shall supply the Employer with the names of its Officers and Designated Representatives with whom the Employer shall transact business related to this contract. Likewise, the Employer shall supply the Union with a list of its Designated Authorities with whom the Union may be required to transact business. Such information is to be updated as changes occur.

The Employer will not meet with any employee, or group of employees, undertaking to represent the Union without the proper authority of the Union.

10.02 The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management Committee consisting of three (3) representatives from each party. The Committee shall function in an advisory capacity only making recommendations to the Union and/or the University with respect to its discussions and conclusions and shall not have the power to add to or modify the terms of this Agreement. Such meetings shall be arranged at the request of either party through the Associate Vice-President of Human Resources.

10.03 The parties recognize the benefits to be derived from Union participation in University affairs and agree to Union representation on the following: The Internal Relations Committee; the Offices and Classrooms and the Labs and Studios Joint Health & Safety Committees; and other Lakehead University committees which

affect the working environment that may be formed from time to time. Board of Governors' agendas and approved minutes are available for review by a representative of the Union upon request through the Office of the University Secretariat.

ARTICLE 11 - UNION REPRESENTATION

11.01 The Employer shall recognize Union Steward(s) upon the receipt of written certification from the Union of the name(s) of such Union Steward(s). All Union Stewards must be employees of the Employer. The Employer acknowledges the rights and duties of Union Stewards and Union Representatives to assist and advise all employees represented by the Union.

11.02 The Employer will recognize a negotiating team consisting of up to eight (8) employees, plus any additional non-employees designated by the Union.

11.03 Except where otherwise expressly provided in this Agreement, correspondence between the parties with respect to the administration of this Agreement shall be between the Associate Vice-President of Human Resources or their designate and the Chair "Internal" of the Union or their designate.

ARTICLE 12 - GRIEVANCE PROCEDURE

It is the University's intention to maintain a study and work environment in which employees remain free from harassment (as defined in Article 5), intimidation and any threats, explicit or implied, which are designed to, or might reasonably be understood to dissuade an employee from exercising their rights under this Article.

12.01 A grievance shall be defined as any difference arising from the interpretation, application, administration, or alleged violation of the Collective Agreement. It is understood that all grievances filed within the appropriate time limits will be heard on the merits of the case.

12.02 The Grievance Procedure shall be as follows:

STEP ONE: If an employee has a grievance, they shall discuss it with their employment supervisor, accompanied by a Union Representative if they so wish, within ten (10) working days from the time the circumstances or events giving rise to their grievance could reasonably have been known to the employee. The employment supervisor shall give their written reply within six (6) working days.

STEP TWO: If the reply of the employee's employment supervisor is not satisfactory to the grievor, or if no reply has been received within the time limit, the grievor, accompanied by their Steward and/or other Union Representative, may present a written grievance within ten (10) working days to the designated authority of the Department. The written grievance shall be signed by the grievor (if it is an individual grievance) and/or by a Union Steward or a Union Representative, and shall contain a statement of the matter(s) in dispute, the specific provision(s) or interpretation of the Agreement that allegedly has/have been violated, and the relief sought.

The designated authority of the Department shall give their written reply to the grievor, with a copy to the Union, within six (6) working days.

If the designated authority of the Department is in fact the grievor's employment supervisor, Step Two shall be omitted and the grievance with written reply shall proceed directly to Step Three.

STEP THREE: If the written reply of the designated authority of the Department is not satisfactory to the grievor, or if no response has been received within the time limit, then the grievor, accompanied by their Steward and/or Union Representative may present a written grievance within six (6) working days to the Associate Vice-President of Human Resources. The Associate Vice-President of Human Resources shall give their written reply to the grievor, with a copy to the Union, within six (6) working days.

- 12.03** It is understood that the Employer may lodge a complaint with the Union arising from the interpretation, application, administration or alleged violation by the Union of the Collective Agreement. In such an instance, the complaint shall be submitted in writing to the Chair "Internal" of the Union, and shall specify the matter(s) in dispute and the remedy sought. The Chair "Internal" of the Union, or their designate, shall provide a written reply within fifteen (15) working days. If the written reply of the Chair "Internal" of the Union, or their designate, is not satisfactory to the Employer, or if no response has been received within the time limit, then the Employer may refer the matter to arbitration using the same procedures as are set out in Article 13.
- 12.04** A grievance involving more than one (1) employee within a department shall go directly to Step Two within fifteen (15) working days from the time the circumstances or events giving rise to their grievance could reasonably have been known to the employees.
- 12.05** A grievance arising between the Employer and the Union as to the interpretation or alleged violation of the provisions of this Agreement affecting the Union as such, or respecting employees in more than one department, shall go directly to Step Three within fifteen (15) working days from the time the circumstances or events giving rise to the grievance could reasonably have been known to the aggrieved party.

- 12.06** The parties agree to follow the Grievance Procedure in accordance with the steps, time limits, and conditions contained herein.
- 12.07** Time limits set forth in this Article may be extended by mutual agreement in writing between the Associate Vice-President of Human Resources and an official Union Representative.
- 12.08** An employee who has been suspended or discharged shall be advised in writing of the reason thereof. The Employer shall notify the Union of the name(s) of any discharged employee(s) within five (5) working days of the discharge(s). Failure to comply with the above-noted time limit shall not invalidate the discharge, but such failure can extend the time limit for initiating a grievance.
- 12.09** In the case of an employee who has been suspended or discharged, they may submit a grievance in writing at Step Four of the Grievance Procedure described in Article 12.02 above within fifteen (15) working days of the discharge or suspension.

ARTICLE 13 – ARBITRATION

- 13.01 Provision for a Single Arbitrator:** The Union and the Employer may agree upon a single arbitrator to hear the matter, and for this purpose will exchange nominations.
- 13.02** Notice of the Union's intent to refer a grievance to arbitration shall be given in writing to the Employer within fifteen (15) working days of the outcome of Step Four of the Grievance Procedure. Such notice shall contain the name of the Union's nominee to the Arbitration Board. The Employer shall within ten (10) working days inform the Union of its nominee to the Arbitration Board.

13.03 The two nominees so appointed shall attempt to select a Chairperson for the Board, but if they are unable to agree upon the selection within a period of fifteen (15) working days after the appointment of the second nominee, either party may request the Minister of Labour to appoint a Chairperson for the Arbitration Board.

13.04

(a) A Board of Arbitration shall not have the authority to make any decision which is inconsistent with the terms of this Agreement, nor alter or amend any of the provisions of this Agreement.

(b) The Board shall have jurisdiction to determine whether a grievance is arbitrable.

(c) In the event that a Board of Arbitration deals with a matter relating to discharge, suspension or disciplinary action, then the Board has the authority to reinstate an employee with or without full or partial compensation for wages and any other benefits lost.

13.05 The decision of the Board of Arbitration shall be final and binding upon the parties. The decision shall be unanimous or one reached by a majority of the members of the Board; provided, however, that if there is no majority decision of the Board then the decision of the Chairperson shall constitute the final and binding decision of the Board.

13.06 Each party shall bear the fees and expenses of its own nominee to an Arbitration Board and the parties shall jointly and equally bear the fees and expenses of the Chairperson.

13.07 No person shall be selected as a nominee or Chairperson who has been involved in an attempt to negotiate or settle the grievance in process.

13.08 No matter may be submitted to Arbitration which has not been carried through the steps of the Grievance Procedure set out herein.

13.09 Time limits set forth in this Article may be extended by mutual agreement in writing between the parties hereto.

13.10 Notwithstanding Article 12.06, both parties agree that if an Arbitrator determines that reasonable cause has been shown for a violation of time limits, the Arbitrator may hear the grievance.

ARTICLE 14 - LAYOFF AND RECALL

14.01 In the event of a layoff, the Employer and the Union will meet to discuss the layoffs, to identify and to implement ways to minimize the effects of any layoffs, and to identify those employees to be laid off.

14.02 An employee to be laid off will receive five (5) working days' written notice of layoff sent by registered mail to their home address, such notice copied to the Union. Benefits will continue until the end of the month in which the layoff occurs.

14.03 An employee on layoff will be eligible for recall for a period of one hundred and twenty (120) calendar days from the first day of layoff, providing they would normally be employed at that time. A recall notice will be in writing, sent by registered mail to the employee's last known address on file in Human Resources. It is the sole responsibility of the laid off employee to notify the University of their intention to return to work within five (5) working days of a reasonable expectation of the receipt of the recall notice. Where an employee fails to notify the University or fails to return to work, they shall be deemed to have quit the employ of the University. Copies of

all recall notices shall be sent to the Union. No new employees will be hired during the academic year of the layoff until all employees on layoff have been recalled and are performing the same hours of work as before the layoff.

14.04 In the event of a partial recall, the Employer shall meet with the Union to identify those employees to be recalled. The parties shall work towards a fair and equitable plan for reinstatement.

ARTICLE 15 - ACCESS TO RECORDS

15.01 Employees shall have a right of access to their records administered by the Office of Human Resources for the purpose of ensuring accuracy and completeness. Access is gained through advance written notice of seven (7) calendar days to the Associate Vice-President of Human Resources.

15.02 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 they may submit a notation indicating their disagreement.

ARTICLE 16 - APPOINTMENTS

16.01

- (a)** A graduate student registered in a graduate degree program or a doctoral program may be offered a full time or half time appointment as a Graduate Assistant/Research Assistant I or a Graduate Assistant/Research Assistant III pursuant to the terms of this agreement. Graduate students have the following assistantship options:

i) Full Time Assistantship shall constitute a total of two hundred and seventy (270) hours in which the graduate student works two of three terms within the academic year and shall not average more than (10) hours of work per week.

- Fall Term: September to December
- Winter Term: January to April
- Spring/Summer Term: May to August

ii) Half Time Assistantship shall constitute a total of one hundred and thirty-five (135) hours of work in one of the following terms within the academic year and shall average not more than ten (10) hours of work per week.

- Fall Term: September to December
- Winter Term: January to April
- Spring/Summer Term: May to August

During peak demand times in order to fulfill needs of the course a Graduate Assistant/Research Assistant may be required to work a maximum of twenty (20) hours per week.

A graduate student is eligible to hold a maximum of two (2) full time equivalent appointments as a Graduate Assistant/Research Assistant I or four (4) full time equivalent appointments as a Graduate Assistant/Research Assistant III.

Upon Successful completion of a masters/doctoral degree, a student may apply to a new masters/doctoral program, at which time additional Graduate Assistant/Research Assistant I or III eligibility will be considered on equal terms as all other applications.

A graduate student who declines an appointment pursuant to this Article will be entitled to future appointments provided that their graduate registration status is full time. The decision to decline an Assistantship, or portion thereof, rests solely with the graduate student.

- b)** If a graduate student holding an appointment as a Graduate Assistant/Research Assistant I or a Graduate Assistant/Research Assistant III is unable to fulfill the terms of the appointment, they shall immediately notify, in writing, their employment supervisor and the Associate Vice-President of Human Resources.
- (c)** An employee and their employment supervisor have a mutual responsibility to ensure that the hours of work are assigned in a reasonable manner and that the maximum number of hours is not exceeded.
- (d)** Any accommodation requests are to be made to the Office of Human Resources or the Office of Human Rights and Equity.
- (e)** A member of the bargaining unit may be required to work in a department(s) other than the one in which they are registered, provided that the assigned work is compatible with the duties set out under Article 16.03 (b) and does not infringe on the work jurisdiction of employees represented by other bargaining agents.
- (f)** To be eligible for an appointment as a Graduate Assistant/Research Assistant I or a Graduate Assistant /Research Assistant III, a graduate student must be available to work on-campus during working hours and shall not be employed full time (i.e. classified full time by Lakehead University).

- (g)** First Refusal: Upon conclusion of the initial year of GA/RA I assistantship, a returning graduate student who is academically qualified will be offered first right of refusal for a GA/RA I assistantship in the immediate subsequent year provided they have not received the maximum allocation in (a) above.

Upon conclusion of the initial year of GA/RA III assistantship, a returning graduate student who is academically qualified will be offered first right of refusal for a GA/RA III assistantship in the immediate subsequent year provided they have not received the maximum allocation (a) above.

Upon conclusion of the second year of GA/RA III assistantship, a returning graduate student who is academically qualified will be offered first right of refusal for a GA/RA III assistantship in the immediate subsequent year provided they have not received the maximum allocation in (a) above.

- (h)** The Employer will guarantee the following minimum number of graduate assistantships to eligible full time graduate students:

2020-2021	280
2021-2022	280
2022-2023	280

16.02

- (a)** The hiring unit shall post all of its vacancies for positions other than Graduate Assistantships on the Human Resources website for not less than five (5) working days. A copy of all postings shall be sent to the Union. Failure to provide such a copy shall not invalidate the posting nor any appointment made pursuant thereto. Where a hiring unit fails to provide such a copy, a written explanation for the failure shall be supplied to the Union upon request.

Position vacancies may be filled without posting if enrolment in a course increases such that an additional section is established, or in order to fill emergency or leave replacements.

- (b)** Job postings shall contain the following applicable information: department of work, job classification, number of positions, course number, start date, end date, rate of pay, anticipated hours of work, duties of the position, qualifications required, closure date for application, anticipated notification date for successful applicants, and hiring unit to which applications will be submitted.
- (c)** Undergraduate employees who were enrolled in the previous Fall or Winter Term shall be given priority when filling vacancies within their former department of employment. The previous year's work experience/competence will be a primary consideration when filling vacancies. No later than the close of registration in September, re-registering undergraduate students who have performed bargaining unit work in the previous Fall/Winter Term may submit a general application for employment to their former department of employment. Employees who do not submit a general application shall not be part of the priority pool.

The department shall first select from the priority pool to fill vacancies. When no such applicant meets the posted requirements for the position, subject to Article 16.02 (d), or when all members of the priority pool are employed by the department or have refused employment, the department shall consider other applicants. The Learning Assistance Centre is exempt from these priority pool provisions.

- (d)** In all situations, the prime criteria the Employer must use in selecting a candidate for a position are the candidate's competence, experience and ability to perform the duties of the position.

- (e) Successful applicants will be notified in writing by the hiring unit within five (5) working days of the selection decision. A copy of this letter will be forwarded to the Union.

16.03

- (a) The hours of work for each position covered by this Agreement shall be specified at the time of appointment. It is agreed that the employee and their employment supervisor are mutually responsible for the accurate reporting in the manner specified on the Staff Information Form of the hours actually worked.
- (b) All assigned duties of a member of the bargaining unit shall be included in the calculation of required hours. Representative duties for members of the bargaining unit include, but are not limited to: preparing classes; teaching; demonstrating; leading seminars; supervising laboratories; marking students' work; consulting with students; holding assigned office hours; setting tests, examination and lab sets; conducting field trips; providing research assistance and providing other academic support assistance. Time spent on assigned duties must be within reasonable limits given the requirements of the job.
- (c) Graduate Assistants/Research Assistants will be notified of the anticipated graduate positions available in the department as early as possible and no later than the third (3rd) Monday in September. Within five (5) working days of the notice, an employee may state their preferred choice of appointment in writing to the department. While efforts will be made to accommodate applicants' preferences, the final allocation will be based on the criteria of Article 16.02 (d).
- (d) Within the first month of a term in which a member is employed, and before their duties commence, the employment supervisor(s) shall convene a meeting with the employee to clarify the nature and scope of the employee's responsibilities and

duties. At this meeting, the employment supervisor(s) will describe the nature of the work to be done, giving details of the anticipated assignments and estimated hours of work which shall total 270 hours for Full Time Assistantship (135 hours for Half Time Assistantship), and the employee will have an opportunity to discuss this information with their employment supervisor(s). Additional meetings, if needed to clarify responsibilities, will be held as required, at the request of either the employee or her/his employment supervisor(s).

- (e) During a meeting pursuant to 16.03 (d), the employment supervisor will provide an assignment of work agreement. The agreement will provide, in as much detail as possible, the employee's work duties and responsibilities (for example: the type of duties required of the employee, the number of assignments to be marked and their approximate due dates, estimated time to be allocated to each duty, etc.). Copies of this agreement will be provided to the graduate coordinator, the Employee and the Faculty of Graduate Studies.
- (f) The employee has a right to request specific instructions regarding the fulfilment of their obligations; if the request for clarification or specific instructions related to their task is not fulfilled then they will follow the general instruction to the best of their ability. When more than one (1) employee are assigned to share obligations, the employment supervisor will ensure that standardized instructions are provided.

ARTICLE 17 – GRADUATE PERFORMANCE REVIEWS

17.01

- (a) For graduate students on assistantship, there may be up to two performance reviews annually. One will take place at the end of the Fall term and the second before the end of March in the Winter term. Graduate students assigned to more than one supervisor will have multiple evaluations. The reviews are intended to be

constructive sessions that promote communication between employees and supervisors. Some of the areas that may be covered in a session include expectations of duties and responsibilities to be performed, assessment of work over the past term(s), areas for improvement, possible future changes, training and development needs, etc. Performance Review forms will be available on the Graduate Studies web page.

- (b)** The supervisor will complete the Employee Performance Review form, review with the employee and both shall sign, acknowledging that the review has taken place. The employee's signature does not necessarily indicate the employee's agreement with the supervisor's comments. The employee shall be given a copy of the form. Should the review not be satisfactory, the employee would be informed in writing of the expected improvements.
- (c)** A copy of the Employee Performance Review form is included at the back of the agreement. Any future changes to the review form must be agreed to by both parties. All reviews will use this form.
- (d)** Any concerns regarding the Employee Performance Review may be directed to the Department Chair/Director or the Faculty Dean.

17.02 Information obtained from the Employee Performance Review forms will be reviewed prior to setting the agenda for the Professional Development Day noted in Article 26.

ARTICLE 18 - TECHNOLOGICAL CHANGE

18.01 Where the Employer introduces a technological change which requires an employee to work under a new method of operation or with a reallocation of duties, the Employer will notify the Union in writing as early as possible before the change is made. The Parties will meet to review the impact on employees and explore measures to reduce the adverse effects of the proposed change. An employee may receive a period of training to acquire or upgrade skills required of them. When training is approved, the Employer will assume reasonable costs associated with such training. An employee will suffer no loss or reduction of salary during the training period. Approved training will be considered part of the employee's normal workload (as per Article 16).

ARTICLE 19 - OCCUPATIONAL HEALTH AND SAFETY

19.01 No employee shall be required to act, nor shall any employee act in the course of their employment, in a manner which constitutes a health or safety hazard. The Employer recognizes the responsibility to provide and maintain facilities, supplies and services to protect the health and safety of employees as they carry out their duties.

The parties agree that the Employer shall provide, and employees shall make use of, protective equipment and training wherever the same are required for the safe and effective performance of an employee's duties. The Union shall have the right to appoint one (1) member and an alternate member to the Lakehead University Occupational Health and Safety Committee. The Union will be notified of the committee meetings in advance.

ARTICLE 20 - DISCIPLINE

20.01 The Employer will not discipline, suspend or discharge employees except for just cause.

20.02 The Employer accepts the concept of progressive discipline. Accordingly employees shall not be disciplined without observance of the following steps:

- (a) Verbal Warning:** The employment supervisor shall meet with the employee for the purpose of discussing and resolving the problem. The employee shall be notified that the discussion is a Verbal Warning in accordance with this clause of the Collective Agreement. For purposes of clarity the content of a Verbal Warning shall be summarized in writing by the Employer to the employee. A Verbal Warning shall expire after twelve (12) calendar months from the date of its issuance unless further disciplinary action has been taken during that period of time. A copy of this letter is to be sent to the Office of Human Resources.
- (b) First Letter of Warning:** If the problem is not resolved then a First Letter of Warning specifying the area(s) of concern, the remedial action expected and a reasonable length of time in which to take the remedial action specified may be given to the employee. The employment supervisor shall meet with the employee to review the content of the Letter. At this meeting the employee has the right to have a representative of the Union present. A copy of the First Letter of Warning is to be sent to the Office of Human Resources and the Union.
- (c) Second Letter of Warning:** If after receiving a First Letter of Warning the employee fails to show significant improvement within the time allowed, a

Second Letter of Warning may be given to the employee. It shall specify the area(s) of concern, the remedial action expected and a reasonable length of time in which to take the remedial action specified. The employment supervisor shall meet with the employee to review the content of the Letter. This meeting shall be attended by the employment supervisor, a Human Resources Officer, the employee being disciplined and a Union representative. The meeting shall take place within five (5) working days, however time limits may be extended by mutual agreement. A copy of the Second Letter of Warning is to be sent to the Office of Human Resources and the Union.

- (d) Dismissal:** If after receiving a Second Letter of Warning the employee fails to show a significant improvement within the time allowed, the employee may be dismissed. Any dismissal shall be confirmed in writing to the employee. A copy of the Letter of Dismissal is to be sent to the Office of Human Resources, which will in turn notify the Union in writing of the dismissal.

20.03 The Employer recognizes the right of employees to Union assistance and representation.

20.04 Any warning or reprimand given in writing and becoming part of an employee's employment file shall be removed after twelve (12) calendar months have elapsed, providing another warning or reprimand relating to a similar offence has not been given within that period.

20.05 Notice or warning need not be given in cases of dismissal resulting from problems such as violent behaviour, severe insubordination, theft or harassment.

20.06 The fact and substance of disciplinary investigations shall be treated as confidential by the Employer and the Union. It is no violation of confidentiality to divulge pertinent information to those necessarily involved in the investigation and the processing of the complaint.

20.07 Any grievance of disciplinary action can be commenced at Step Three of the Grievance Procedure within fifteen (15) working days of the action taken.

ARTICLE 21 - LEAVE OF ABSENCE

All Leave of Absence requests are to be directed in writing to the employment supervisor per Article 25 and a copy shall be submitted to the Office of Human Resources.

21.01 Short Term Leave: With the approval of the employment supervisor(s) concerned, an employee may arrange to exchange their duties, or for their substitution for periods not to exceed two (2) weeks at a time. Any additional costs incurred by the Employer as a result of such leave shall be deducted from the employee's salary, or at the discretion of the employment supervisor(s), may be made up by working equivalent hours at an alternate time. Approval will not be unreasonably withheld.

21.02 Sick Leave: Employees are eligible for sick leave without pay if they are unable to perform assigned duties due to personal illness or injury. To qualify for such leave, the employee must advise their employment supervisor of the nature and likely extent of the illness or injury if possible. Upon request they shall provide a medical certificate from a legally qualified medical practitioner.

For Graduate Assistant/Research Assistants I's and Graduate Assistant/Research Assistants III's, where an illness or injury extends or is expected to extend beyond five (5) working days (Monday to Friday) and is supported by a medical certificate, the Employer agrees to pay up to ten (10) hours of sick leave pay during the combined Fall and Winter terms.

Sick Leave shall apply only to regularly scheduled classroom/laboratory/field trip hours.

If the Employee is expected to mark, grade, and/or conduct other duties requiring the Employee to be present in class/laboratory/field during a period of sickness, reasonable effort shall be made to allow the Employee reasonable and sufficient time to complete the marking/grading after their sickness, pursuant to Lakehead University regulations if applicable.

21.03 Pregnancy/Parental Leave:

- (a)** An employee who has completed at least thirteen (13) weeks of continuous service shall be granted a pregnancy leave without pay for up to seventeen (17) weeks. A pregnant employee who wishes to continue working during the pregnancy shall not be denied that right provided they are able to perform their normal duties.

- (b)** A new parent who has been employed for at least thirteen (13) weeks of continuous service shall be granted a parental leave without pay. Upon completion of their pregnancy leave an employee is entitled to take sixty one (61) weeks unpaid parental leave. A new parent who has not taken pregnancy leave is entitled to sixty three (63) weeks unpaid parental leave.

- (c)** The employee shall give their employment supervisor, whenever possible, a minimum of two (2) weeks' notice in writing of the date they intend to begin their

pregnancy/parental leave. Where feasible additional advance notice may be provided to their employment supervisor.

- (d) Where extended leave is requested the employee shall give one (1) month's notice in writing to their employment supervisor.
- (e) If the employee on pregnancy/parental leave wishes to return to work earlier than the day they were scheduled to return they must provide at least four (4) week's written notice to their employment supervisor.
- (f) Following a pregnancy/parental leave, an employee shall be reinstated to their former position, or shall be provided with alternate work of a comparative nature and at a not less favourable classification and/or wage rate for the remainder of their appointment. If the employee requires additional time off beyond the parental leave, this would be a separate leave request as per Article 21.

21.04 Adoption Leave: An employee shall be granted a maximum of six (6) weeks of leave without pay upon the adoption of a child. Under normal circumstances, the employee will give the employment supervisor at least one (1) month's written notice of taking such leave. Where both parents are employees covered by this Agreement, the leave may be taken by one parent, or split jointly between the parents.

21.05 Compassionate Leave: Upon written request to the employment supervisor, an employee may be granted an unpaid special leave of up to a total of five (5) working days in any one (1) academic term for compassionate reasons such as serious illness or injury in the employee's immediate family. Employee's immediate family means the employee's parent, spouse, child, brother or sister.

21.06 Bereavement Leave: In the event of the death of an employee's spouse, child, parent, brother, sister, step-brother, step-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, or grandchild, an employee upon notification to the employment supervisor shall be granted a paid leave of absence of up to three (3) working days in order to attend the family member's funeral. Additional paid leave of up to two (2) working days may be granted in exceptional cases or where a lengthy trip is required to attend the funeral. For the purpose of this article, a working day equates to two (2) hours.

The employee, upon notification to the Supervisor, shall have the right to reschedule up to one day of work in the event of the death of a close friend or relative not referred to above.

21.07 Sports/Cultural Leave: Subject to the approval of the employment supervisor, the Chair and Faculty Deans:

- (a) an employee selected to represent Canada, or their country or origin, the Province, the Municipality of Thunder Bay, Simcoe County or Lakehead University in any sporting or cultural event shall be allowed an unpaid leave up to three (3) months to prepare and participate for the duration of the event.

21.08 Union Leaves:

- (a) **Negotiations:** For the purpose of conciliation or mediation between the parties, the Employer agrees to provide for a leave of absence without pay to not more than eight (8) employees as designated to the Employer by the Executive of the Union.

(b) Arbitration: Where attendance at an arbitration hearing unavoidably conflicts with any scheduled contact hours arising from appointment as an employee, those Union Stewards, grievors and witnesses whose presence is required shall be entitled to attend. The affected member shall endeavour to provide their employment supervisor with as much advance notice as possible.

(c) Education/Convention: Subject to the approval of the employment supervisor and the Associate Vice-President of Human Resources and upon written request at least five (5) working days in advance, leave of absence without pay may be granted to employees elected or appointed by the Union to attend conventions and conferences and educational seminars of the Union. No more than three (3) employees may be absent at any one time and such leaves without pay shall not total more than fifteen (15) person-days in any contract year.

21.09 Conference Leave: Subject to approval of the employment supervisor(s) concerned, an employee may attend a scholarly conference. The employee shall ensure that employment responsibilities are fulfilled in a timely fashion, either by rescheduling duties to another appropriate time, arranging for personnel substitution, trading work assignments with another employee or other arrangements as agreed to by the employment supervisor. Any additional costs incurred by the Employer as a result of such leave shall be deducted from the employee's salary, or at the discretion of the employment supervisor(s), may be made up by working equivalent hours at an alternate time. Approval will not be unreasonably withheld.

Should the employee's request for conference leave be denied by their Supervisor, they can appeal the decision within ten (10) working days of receipt of the denial to the Faculty of Graduate Studies. Upon receipt of the appeal, the Faculty of

Graduate Studies shall review the matter and render a decision within ten (10) working days.

21.10 With the exception of Articles 21.01 and 21.09, it is not the employee's responsibility to arrange substitution or replacement when a leave is taken.

ARTICLE 22 - HOLIDAYS

22.01 Employees shall not be required to work on any of the following holidays:

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

nor on any holidays declared by the President of Lakehead University. An employee shall be entitled to reschedule their hours of work with no loss of pay to observe established holy days as per their religious beliefs. An employee must notify their employment supervisor of such observance normally at the beginning of the semester but at least ten (10) working days prior to the said holiday and make alternate arrangements to reschedule assigned duties. Should the holiday occur within the first ten (10) days of the given semester, the employee shall provide as much notice as reasonably possible and be permitted to observe the holiday.

ARTICLE 23 - SALARIES

- 23.01** Wages paid during the term of this Agreement shall be in accordance with those set out in Schedule A attached hereto and made part of this Agreement.
- 23.02** Appointments other than Graduate Assistant/Research Assistants I's and Graduate Assistant/Research Assistants III's shall be paid on an hourly basis as set out in Schedule A.
- 23.03** The rates of pay and salaries set out in Schedule A are minimum rates and no one who was a member of the bargaining unit at the time of the ratification of this Agreement shall suffer a reduction in payment out of the University's operating budget as a result of this Agreement.
- 23.04** Current practice of wage payment to members of the bargaining unit shall continue for the duration of this Agreement. With each payment each employee shall be provided with a statement of all deductions there from.
- 23.05** It is understood that the rates set out in Schedule A include all vacation pay. Such vacation pay will be shown separately on each pay cheque.
- 23.06** Upon termination of employment, the Employer shall pay all outstanding monies due to the employee, and issue the employee all papers due within seven (7) calendar days of termination.
- 23.07** For Graduate Assistant/Research Assistants I's and Graduate Assistant/Research Assistants III's, if so requested, the Employer shall deduct the cost of tuition fees in equal installments from the employee's monthly pay cheque. Such arrangements may be made with the Financial Services at the time of registration.

23.08 New Classifications: When a new job classification is established by the University, the parties will meet to negotiate a rate of pay for the new classification. If the parties are unable to agree on the rate of pay for the job in question, such dispute shall be submitted to arbitration pursuant to Article 13 and notwithstanding Article 13.07. The rate of pay will be agreed upon prior to filling any positions in the new classification.

ARTICLE 24 - BENEFITS

24.01

(a) As a condition of employment, each employee with an appointment as a Graduate Assistant/Research Assistants I or a Graduate Assistant/Research Assistants III shall enrol in, and subscribe to:

- i) The University Supplementary Group Medical Benefits Plan;
- ii) The Vision Care Plan; and
- iii) The Graduate Dental Plan

(b) The University shall contribute ninety-five percent (95%) of the cost of the monthly single premium for the University Group Medical Benefits Plan and ninety-five percent (95%) of the monthly single premium rate for the Vision Care Plan. The University shall pay eighty percent (80%) of the monthly single premium rate for the Graduate Dental Plan.

(c) Spouse and Dependent Coverage: The University agrees to provide optional benefit coverage for an employee's spouse and dependents subject to the employee paying 100% of the associated premiums with a corresponding offset equal to the amount of the employer-paid premium for single coverage.

Hospital Benefit:

The Hospital Benefit Plan will provide for the difference between standard ward accommodation and semi-private accommodation.

Paramedical Coverages:

Reimbursement of paramedical treatment shall be 80% per visit up to a maximum of \$350 per calendar year per practitioner.

- includes licensed speech therapist, registered massage therapist (with physician prescription), clinical psychologist, chiropractor, osteopath, chiropodist/podiatrist, physiotherapist or naturopath.

Vision Care:

The Extended Health Benefit shall provide coverage of eighty percent (80%) of the cost of eye examination up to \$75.00 once in a twenty four (24) month period.

Above changes in contribution and coverage for Health Benefits will become effective January 1, 2018.

Drug Card:

To be implemented on the first day of the month following ratification of the 2008/2011 Collective Agreement.

24.02

- (a) Employee contributions to the University Supplementary Group Medical Benefits Plan, the Vision Care Plan, and the Graduate Dental Plan shall be made by direct payroll deduction. For employees whose Graduate Assistant/Research Assistants I or Graduate Assistant/Research Assistants III appointment commences in September, the year's premiums shall be paid in eight (8) equal monthly instalments (September to April). Where an employee's appointment ends before the completion

of twelve (12) consecutive months, the Employer shall deduct sufficient premiums to cover the cost of the Plans up to and including the twelfth (12th) month. If employees have optional benefit coverage for their spouse and/or dependent(s) under 24.01 (c) premiums shall be paid on the same schedule as single coverage.

- (b) Claim forms are available from the Office of Human Resources (UC-0003) or online at <https://www.lakeheadu.ca/faculty-and-staff/departments/services/hr/resources-for-staff/forms>

24.03 The Employer shall create an Employee Financial Assistance Fund to assist employees with academic and living expenses (including child care expenses). The amount allocated to the fund shall be \$10,000 in 2020/2021. Any unspent monies shall remain in the fund for distribution in the following academic year(s) during the term of the Collective Agreement.

24.04 Cost to a Graduate Assistant/Research Assistant I and III for access to Lakehead University Athletic Services will be subsidized by way of tuition contributions.

ARTICLE 25 - DEFINITIONS

25.01 Academic Term - For purposes of this Agreement, the academic terms for any given year are deemed to be:

- | | | |
|------|---------------------|---|
| i) | Fall Term: | September 1 st - December 31 st |
| ii) | Winter Term: | January 1 st - April 30 th |
| iii) | Spring/Summer Term: | May 1 st - August 31 st |

- 25.02** Registered Persons - persons registered at Lakehead University as graduate or undergraduate students are defined to be those persons who have formally enrolled in an undergraduate or graduate level degree or diploma program of study as either full time or part time students.
- 25.03** Working day means a day Monday to Friday, inclusive, but excluding paid holidays pursuant to Article 22.01.
- 25.04** Employment Supervisor - the individual responsible for directing the duties to which an employee is assigned.
- 25.05** The parties agree that the Collective Agreement shall be written in gender neutral language.
- 25.06** Spouse means an individual to whom the employee is legally married, or is a common-law spouse who is an individual with whom the employee cohabits and publicly represents as their partner.
- 25.07** Electronic format as used in Article 8 (New Employees) means a URL (Universal Resource Locator) for the Internet version of the Agreement.
- 25.08** Designated Authority of the Department – is the Faculty or Department Graduate Coordinator; if not appointed or is in conflict, this becomes the Faculty Dean.
- 25.09** Appointment would be defined as the appointed work subject to the restrictions of Article 16.01 (a).

ARTICLE 26 - PROFESSIONAL DEVELOPMENT DAY

26.01 The Employer in consultation with the Union, will conduct a Professional Development Day for Graduate Assistants/Research Assistants to assist them in the performance of their duties. Employees who attend will receive work credit for the duration of the session up to a maximum of six (6) hours. The Union will be granted up to thirty (30) minutes during this Professional Development Day to present and acquaint members with Collective Agreement provisions and Union officer contact information.

ARTICLE 27 - ACADEMIC FREEDOM

27.01

- (a)** All employees who are primarily responsible for the content and/or presentation of a course shall be accorded academic freedom in the design and/or presentation of that course. All other employees shall be accorded academic freedom subject to the reasonable instructions of their employment supervisors.
- (b)** Academic freedom includes the freedom to examine, question, teach and learn and to disseminate opinion(s) on questions relating to employees' teaching.
- (c)** In the exercise of academic freedom, employees are required to discharge their responsibilities in accordance with the instructions and expectations of their employment supervisors.
- (d)** When exercising their rights of academic freedom, employees shall endeavour to ensure that their private actions and expressions are not interpreted as representing the position of Lakehead University.

ARTICLE 28 - TERM OF AGREEMENT

28.01 This agreement shall continue in full force and effect until August 31, 2023 and thereafter shall automatically renew itself for a period of one (1) year each unless either party notifies the other in writing within the period of one hundred and eighty (180) days prior to any expiry date that it desires to amend or terminate this Agreement.

28.02 Upon notification to revise this Agreement, the parties will meet within fifteen (15) working days to commence negotiations, unless this period is extended by mutual agreement in writing by the parties.

28.03 This Agreement shall remain in full force and effect until a new Agreement has been reached or until the conciliation process prescribed under the Ontario Labour Relations Act has been completed and a legal strike or lockout is declared.

ARTICLE 29 – INTELLECTUAL PROPERTY

29.01 With regard to copyright of course materials solely developed by a Graduate Assistant, and produced for the purposes of teaching, tutoring, marking, proctoring, laboratory assisting or demonstrating, they shall not be prevented from their use in subsequent educational settings.

SCHEDULE "A"

RATES OF PAY 2020/2023

Wages for Combined Fall/Winter Term

<u>Classification</u>	<u>Definition</u>	<u>September 1, 2020</u>	<u>September 1, 2021</u>	<u>September 1, 2022</u>
GA/RA I	Enrolled in a Graduate Degree Program Subject to Article 16.01 (a)	\$10,299.66	\$10,402.66	\$10,506.69
GA/RA II	Enrolled in a Graduate Degree Program	\$38.14/hour	\$38.52/hour	\$38.91/hour
GA/RA III	Enrolled in a Doctoral (PhD) Program subject to Article 16.01 (a)	\$11,232.03	\$11,344.35	\$11,457.79
UGA I	Enrolled in Year III or IV of an Undergraduate Degree/Diploma Program	\$18.93/hour	\$19.12/hour	\$19.31/hour
UGA II	Enrolled in Year 1 or II of an Undergraduate Degree/Diploma Program	\$15.90/hour	\$16.06/hour	\$16.22/hour
Learning Assistance Tutor	Enrolled in an Undergraduate Degree/Diploma Program	Hourly Rate as per enrolment Status UGA I or UGAII		
	Enrolled in a Doctoral/Graduate Degree/Diploma Program	\$25.22/hour	\$25.47/hour	\$25.72/hour

**LAKEHEAD UNIVERSITY
AND
CUPE, Local 3905**

LETTER OF UNDERSTANDING

Re: Right of First Refusal

Notwithstanding Article 16.01 (f) Right of First Refusal, the parties understand that the employer may decline to offer a subsequent assistantship on the basis of the performance of the employee or some other breakdown of the employment relationship.

The employer's withholding of such an appointment must be reasonable in all the circumstances and is subject to the grievance procedure under the collective agreement.

SIGNED FOR:

**THE BOARD OF GOVERNORS
OF LAKEHEAD UNIVERSITY
Local 3905**

**THE CANADIAN UNION OF
PUBLIC EMPLOYEES,**

**LAKEHEAD UNIVERSITY
AND
CUPE, Local 3905**

LETTER OF UNDERSTANDING

Re: Access to Documents

The Parties agree to the following pursuant to Article 16.03 (e) and Article 17.01 (b):

Upon Request of the Union and with the consent of the Employee, the Employer will allow access to the Assignment of Work Agreement and the Employment Performance Review forms.

SIGNED FOR:

**THE BOARD OF GOVERNORS
OF LAKEHEAD UNIVERSITY**

**THE CANADIAN UNION OF
PUBLIC EMPLOYEES, Local 3905**

**LAKEHEAD UNIVERSITY
AND
CUPE, Local 3905**

LETTER OF UNDERSTANDING

Re: Field School Assignment

The Parties agree to meet within six months of the ratification of this Collective Agreement to discuss field school duties and eligible entitlements as part of GA/RA I, GA/RA III, and or as a yet undetermined work assignment. The committee will also specifically address:

- Beginning of coverage to access health benefits
- Process of assigning field school duties and graduate student ability to refuse field school duties without penalty

SIGNED FOR:

**THE BOARD OF GOVERNORS
OF LAKEHEAD UNIVERSITY**

**THE CANADIAN UNION OF
PUBLIC EMPLOYEES, Local 3905**

**LAKEHEAD UNIVERSITY
AND
CUPE, Local 3905**

LETTER OF UNDERSTANDING

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

(Bill 124)

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

Dated this ___ day of _____, 2021 at Thunder Bay, Ontario

SIGNED FOR:

**THE BOARD OF GOVERNORS
OF LAKEHEAD UNIVERSITY**

**THE CANADIAN UNION OF
PUBLIC EMPLOYEES, Local 3905**

Signing Page

DATED at Thunder Bay, Ontario, this _____ day of _____ 2021.

SIGNED FOR:

**THE BOARD OF GOVERNORS OF
LAKEHEAD UNIVERSITY**

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3905**

Sherry Herchak
Manager, Employee & Labour Relations

Temitope Moses Ojo
President

Trish Sokoloski
Manager, Graduate Studies

Paul Gonzalo Benalcazar Vergara
Vice-President

Kylie Williams
Labour & Systems Officer

Mike Walters
National Representative, Local 3905

FOR INFORMATION ONLY

Lakehead University

Employee Performance Review

This form is meant to be an aid to both the employee and the supervisor in discussing the issues surrounding the employee's review. The six factors identified should provide a good starting point for discussion. We would encourage you to discuss these and any additional factors you determine are relevant to the position. Attachments are encouraged. Please complete, sign and forward a copy to the Graduate Coordinator, Dean of Graduate Studies and employee. Any concerns regarding the Employee Performance Review may be directed to the Graduate Coordinator or the Dean of Graduate Studies.

FACTOR – EFFICIENCY OF WORK: (Employee completes given amount of work in an appropriate time frame)
Supervisory Comments:

FACTOR – QUALITY OF WORK:
Supervisory Comments:

FACTOR – INITIATIVE/WORK HABITS:
Supervisory Comments:

FACTOR – INTERPERSONAL SKILLS: (communication skills, establishes productive relationships, demonstrates appropriate behaviours, etc.)
Supervisory Comments:

FACTOR – PLANNING, ORGANIZATION, ADAPTABILITY:
Supervisory Comments:

FACTOR – JOB KNOWLEDGE:

Supervisory Comments:

(Employee demonstrates appropriate level of knowledge given his/her their education, previous training and experience. Employee’s knowledge and learning level is developing at an appropriate rate)

OVERALL PERFORMANCE:

(Circle one)

Unsatisfactory

Fair

Good

Very Good

Outstanding

Supervisory Comments:

EMPLOYEE COMMENTS: Please provide recommendations for training and/or development possibilities including courses, workshops and on-the-job training that the Employer could provide during Professional Development Day or during the academic year.

Employee’s Signature

Date

Employment Supervisor’s Signature

Date

Signatures indicate that both parties have reviewed the contents of the Employee Performance Review.

The employee’s signature does not necessarily indicate the employee’s agreement with the supervisor’s comments.

Yes _____ No _____

I give my consent for this form to be released to CUPE Local 3905 upon request.