

COLLECTIVE AGREEMENT
BETWEEN
LAKEHEAD UNIVERSITY

AND

**INTERNATIONAL UNION
OF OPERATING ENGINEERS
LOCAL 865**

JULY 1, 2019 TO JUNE 30, 2022

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ARTICLE 1 - PURPOSE OF AGREEMENT

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. Nothing in the Agreement denies the right of either party of the opportunity of discussing and implementing mutually agreed modifications.

ARTICLE 2 - BARGAINING UNIT

2.01 The University recognizes the Union as the exclusive bargaining agent for all Trades Lead Hand Mechanical, Trades Lead Hand Electrical, Mechanic Trades 3, Electrician Trades 3, Maintenance Engineer employed at Lakehead University, Thunder Bay, save and except Chief Engineers, Supervisors and persons above the rank of Supervisor.

2.02 The University may employ skilled workmen on a temporary basis on special projects who will not be employees within the meaning of this Agreement. 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 workmen. 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.

2.03 Members of the bargaining unit shall not be required to work on jobs which fall within the jurisdiction of other bargaining units.

2.04 Supervisory personnel shall not work on any jobs which are included in the Bargaining Unit except for the purpose of instruction, or in emergencies when regular employees are not available, or in the performance of necessary work when difficulties are encountered on the job provided that the act of performing the aforementioned operations, in itself, does not reduce the normal hours of work or pay of any employee.

ARTICLE 3 - RESERVATIONS TO MANAGEMENT

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

3.02 The Union recognizes the right of the University to hire, promote, demote, transfer or suspend or otherwise discipline or discharge any employee, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.

3.03 The Union further recognizes the undisputed right of the University to operate and manage its affairs in all respects in accordance with its obligations and to make and alter from time to time rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

3.04 It is understood and agreed that all managerial rights of the University hitherto exercised by the University shall be reserved to it except herein limited.

ARTICLE 4 - UNION SECURITY

4.01 As a condition of employment, all employees shall become members of the Union upon the successful completion of their probationary period. They shall remain as members in good standing as long as they are employed by the University in a classification covered by this Agreement.

4.02 The University will deduct union dues monthly in amounts as specified from time to time by the Secretary-Treasurer of the Union. Such amounts shall be deducted from the pay of any employee upon successful completion of the applicable probationary period, and the amounts so deducted shall be forwarded to the designated officer of the Union. The structure of union dues shall not require deductions which are incompatible with the University payroll system, and the Union will indemnify and save harmless the University from any claims and disputes by reason of their acting hereunder.

ARTICLE 5 - SHOP STEWARDS

5.01 The Union may appoint a steward or stewards not exceeding two (2) in number and any such steward or stewards shall be recognized as the representative of the Union on the job. The University shall be notified in writing of any steward appointed and the name of such steward.

5.02 The steward or stewards will be allowed reasonable time off to carry on Union business only as such business pertains to this Agreement. The

steward or stewards shall obtain the permission of the supervisor before leaving their jobs or work areas and shall notify their supervisor upon their return.

5.03 It is agreed that the Union and/or bargaining unit members will not engage in union activities or hold meetings during working hours except as permitted under paragraph 5.02.

5.04 The parties agree to form a Joint Management Union Committee comprised of three (3) representatives (including non-employees) from each party to discuss items of mutual concern which may arise during the course of the contract term.

ARTICLE 6 - STRIKES AND LOCKOUTS

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

ARTICLE 7 - PROBATION PERIOD

7.01 The probation period shall consist of six (6) months from the employee's date of last hire.

Where deemed necessary by the University, the probation period for an employee may be extended by mutual agreement for a maximum of one (1) month. In such instances, the Union shall be advised in writing of the University's intent within the initial probation period.

7.02 An employee will not have to serve another probation period in order to qualify for the rate of a higher classification provided they have served their initial probation prior to the promotion. It is understood that where an employee bids on a vacancy (and if such employee is successful), such employee shall transfer to the new employment for a trial period consisting of three (3) months for eight (8) hour employees and two (2) months for twelve (12) hour employees; and if such employee is able then to perform the work of the new employment, such employee shall be confirmed. If such employee is unable to perform the work of the new employment following the trial period, such employee shall retransfer to such employee's former employment with all rights, privileges and wage rates previously enjoyed and in such event it shall not be necessary for the University to again post the vacancy. At such time the University will reactivate other applications submitted at the time of the original posting for consideration.

7.03 When an employee has served their probation period and is temporarily promoted to a new classification, they will automatically receive the rate of the new classification from the start of their employment in that classification until such time as they are transferred back to their regular classification.

7.04 An employee covered by this Agreement who is temporarily reclassified for any reason shall not be subject to a wage reduction, providing they have successfully completed their probation period.

7.05 An employee who is reclassified as a result of demotion or layoff shall work a probation period of one hundred twenty (120) shifts provided they have not previously successfully completed the appropriate probation period for that job classification.

ARTICLE 8 - SENIORITY

8.01 Seniority shall be defined as continuous service since the date of last hiring of an employee within the bargaining unit.

8.02 An employee will not acquire seniority until they have successfully completed their probation period.

8.03 Promotions and transfers will be based on seniority, ability, experience and qualifications to perform the work. Where qualifications, experience and ability are relatively equal between the candidates, seniority will be the determining factor.

8.04 a) In the event of a layoff the employee with the least Bargaining Unit seniority will be laid off first in either classification affected by the layoff.

b) An employee affected by the above application will be able to bump within the Bargaining Unit providing they meet the following criteria:

- i) their seniority is greater than that of the person being bumped,
- ii) they have the qualifications and ability to perform the job.

c) In recalling employees to work, the last employee laid off shall be the first recalled to a position provided they have the qualifications and ability to perform the job. The foregoing is subject to the right of Management to determine in which job classification layoffs and recalls will take place.

d) Where a cutback in crew size of employees covered by this Agreement is anticipated as a result of technological change or change in equipment, the University will advise the Union three (3) months in advance of such change.

If an employee with two (2) or more years of continuous service is reduced to a lower paid job classification within the University as a result of such change, they shall retain the rate of their previous classification for a minimum of two (2) months, after which the new classification rate will prevail.

In the case of a layoff, a minimum of one (1) week's notice per full year of service shall be given to all employees concerned to a maximum notice of eight (8) weeks.

8.05 Seniority lists shall be presented by the University to the Union for approval in the months of April and October of each year. Upon presentation of the new seniority list and there having been no corrections made by the Union, then the new seniority list shall be considered as correct.

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

- i) if the employee voluntarily leaves the employ of the University, retires or is retired under the terms of the University Pension Plan;
- ii) if the employee is discharged and not reinstated pursuant to the provisions of the grievance procedure;
- iii) if the employee has been laid off for more than one (1) year;
- iv) if the employee has been laid off for more than two (2) weeks and fails to signify within three (3) working days after they have been notified by registered mail to return to their employment, by the University through notice addressed to the last address of such employee on record with the University, or fails to return to work within seven (7) working days of such notice.

8.07 It shall be the responsibility of the employee to keep the University and the Union informed of their correct address.

8.08 In the event that an employee on layoff may become temporarily inaccessible to the mails due to job location, it will be incumbent upon the employee to give advance notice of this fact to the University and the Union. The University will give due consideration to this fact in recalling the employee as detailed in the foregoing.

8.09 The inability of an employee to work by reason of illness or accidental injury shall not result in the loss of seniority rights during a period of two (2) years and such period, subject to review, may be extended by mutual consent of the University and the Union.

8.10 Seniority shall be determined only as herein provided, except in the instances of vacation and floating holiday entitlement and sick leave benefits, when University seniority will apply.

ARTICLE 9 - JOB POSTINGS

9.01 Where new jobs are created or vacancies occur, they shall be posted by the University on the University website for a period of five (5) working days, working days being Monday to Friday. Job descriptions will be available upon request. Employees shall apply in writing to the Office of Human Resources for such posted jobs.

9.02 All newly created jobs that are not covered by this Agreement shall be negotiated by the University with the Union before the wages are set for that position.

9.03 An employee who is successful in their bid for a newly created job or vacancy shall serve a trial period in accordance with paragraph 7.02 above.

9.04 When the University revises existing job descriptions covered by this Agreement, input may be requested from the Union. Advance notification of the revised job description will be forwarded to the Union. The revised job description will be distributed to all employees affected.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 An employee having a complaint as to the interpretation, application or administration of this Agreement shall have the right to process such complaint through the grievance procedure as set out hereunder, provided that such action is undertaken within three (3) working days (of the employee) following the incident which is the basis of the complaint.

STEP ONE: An employee having a complaint shall discuss it with their supervisor, with their shop steward present if they so desire. If the employee is not satisfied they shall then, within two (2) working days, present it as a grievance in writing to their supervisor who shall, within two (2) working days, give written reply as to the disposition of the grievance. Should the employee not be satisfied with the disposition of the grievance, then:

STEP TWO: The employee may, within two (2) working days of the receipt of the supervisor's written response, request a meeting through the office of the Director of Physical Plant. Such meeting shall be held within two (2) working days of the request for the meeting.

The employee may be accompanied at this meeting by a shop steward or a Union Executive if they so desire. The Director of Physical Plant

shall provide the written decision within five (5) working days of this meeting. If the written decision by the Director of Physical Plant is unsatisfactory, then:

STEP THREE: The shop steward may, within three (3) working days of the receipt of the Director of Physical Plant's written decision, request a meeting of the parties through the office of the Associate Vice-President, Human Resources. Such meeting shall be held within three (3) working days of the request for the meeting.

The shop steward may be accompanied at this meeting by the Business Representative or Union Executive if they so desire. The Associate Vice-President, Human Resources shall provide the written decision within ten (10) working days of this meeting.

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

10.03 Time limits shall be computed by excluding Saturdays, Sundays and Statutory Holidays except as stated otherwise.

10.04 a) An employee shall be entitled to view the entire contents of their personal file upon request and receive copies of any document contained in their file

b) Letter(s) of discipline in an employee's personnel file, less than that of the suspension, shall be removed after (24) twenty-four months has elapsed, provided no other discipline relating to a similar offense has been placed on the personal file during that period.

c) In cases involving disciplinary matters, were the employee has been removed from the work place, the employee's steward shall, with the employee's written permission, be permitted access to the employee's personal record.

ARTICLE 11 - ARBITRATION

11.01 When either party requests that a grievance be submitted to Arbitration, the request shall be in writing, addressed to the other party of the Agreement, and shall contain the name of the nominee to the Arbitration Board of the party requesting Arbitration. The recipient of the notice shall, within five (5) days thereafter, notify the other party in writing of the name of its nominee to the Arbitration Board.

11.02 The two nominees shall endeavour, within ten (10) days, to agree upon a third member and the Chairman of the Arbitration Board and it is understood that if the two nominees fail to agree upon a Chairman, the Chairman shall be appointed by the Ministry of Labour for the Province of Ontario.

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

11.04 Each of the parties to this Agreement shall bear the fees and expenses of their own nominee and witnesses, and the fees and expenses of the Chairman shall be shared equally between the parties.

11.05 The Board of Arbitration shall not be empowered to make any decision inconsistent with the provisions of this Agreement, nor shall they alter, modify or amend any part of this Agreement, or establish provisions for a new Agreement.

11.06 The decision of the majority of the Arbitration Board shall be final and binding on both parties as well as upon all employees affected, but in the event there is no majority decision, the decision of the Chairman shall then be the decision of the Board.

11.07 At any stage of the Grievance Procedure, including Arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to any part of the University to view any working conditions which may be relevant to the settlement of the grievances.

11.08 No costs of any arbitration shall be awarded to or against either party.

ARTICLE 12 - HOURS OF WORK

12.01 The regular work week for mechanical and electrical personnel shall be forty (40) hours per week inclusive of lunch time. Such forty (40) hours to be worked in a five (5) day period of eight (8) hours with two (2) consecutive days off.

The regular work week and hours of work for mechanical and electrical personnel hired before July 1, 1991, unless they agree to waive this right, in writing, will be forty (40) hours per week, 8:00 a.m. to 4:00 p.m., Monday through Friday.

12.02 a) The above work week and hours of work may be adjusted when it is negotiated between the University and the Union.

b) Modified work days or work weeks may be proposed by an employee or the employer provided that there is a mutual agreement between those affected and the Manager. The hours of work shall be, on average, equivalent to the regular work week.

12.03 All employees shall be entitled to two (2) ten-minute rest periods and one (1) twenty-minute lunch period during each shift, at such times as may be designated by their supervisors. For Mechanical and Electrical personnel, all rest and lunch periods must be taken on the University premises.

ARTICLE 13 - WAGES AND PREMIUM PAY ENTITLEMENTS

13.01 The University agrees to pay and the Union agrees to accept the schedule of wages attached hereto during the term of this Agreement.

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

13.03 ASBESTOS TYPE 2 OPERATION

Employees who are required to perform work under Lakehead University's Asbestos Control Program Type 2 Operations, as defined in the Ontario Health & Safety Act under O.Reg 278/05 – Designated Substance, Asbestos on Constructions Projects and in Buildings and Repair Operations will receive premium pay of time and one half (1 ½) of the employee's regular hourly rate while engaged in such work. All work must be pre-authorized by the employee's immediate supervisor.

13.04 OVERTIME

a) For all employees qualifying, authorized overtime work in excess of the regular eight (8) hours per day or forty (40) hours per week (excluding call-ins) shall be paid for on the following basis:

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

- ii) Sunday - two (2) times the employee's regular hourly rate;
 - iii) Overtime in excess of twelve (12) hours continuous work in one shift will be paid at double time.
- b) The University will endeavour to distribute all overtime on an equitable basis.
- c) By mutual agreement between the University and the employee involved, equivalent time off may be granted in lieu of cash payment for overtime worked. If mutual agreement cannot be reached, cash payment will be made.
- d) For the purpose of this clause, Saturday and Sunday shall be considered the normal sixth (6th) and seventh (7th) consecutive days worked.
- e) If an employee has worked their normal shift and has logged twelve (12) continuous additional hours of overtime from an emergency or call-in, they shall return home for health and safety reasons.

CALL-IN

13.05 a) Call-in is defined as an emergency when the employee's supervisor or their designate notifies them to come to work. Any employee who is called in to work shall be paid at the appropriate overtime rate as defined by Article 13.04 for their classification and shall receive a minimum of four (4) hours at this rate. 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.

b) An employee called in to work or who works beyond 12:00 midnight on a given day will be allowed one (1) hour off with pay for each hour worked beyond 12:00 midnight at their regular straight time rate commencing at the starting time of the following day of work. If the employee works more than five (5) hours, they will not be required to work their next day shift, but will be paid for that shift. If the employee is not scheduled to work the next day shift, this clause does not apply.

13.06 Any employee called in on a statutory holiday will be paid for the holiday and in addition will receive triple time for all applicable hours or hours worked.

ARTICLE 14 - VACATIONS

14.01 All employees who have at least six (6) months' service with the University shall take their yearly vacation at a time that is mutually agreeable between the employee and the supervisor.

14.02 Seniority shall prevail when vacations are allotted, and all holiday allotments will be finally determined on this basis and posted by May 1st. Holiday allotments requested after this date will be scheduled on a first-come, first-served basis.

14.03 All employees may be allowed to take their vacations in two (2) parts if so desired. Employees shall receive vacations with pay according to length of service as follows:

After 1 year of service - 2 weeks (1 week of which may be taken after the completion of 6 months of service)

After 3 years of service - 3 weeks

After 8 years of service - 4 weeks

After 17 years of service - 5 weeks.

Effective January 1, 2004, vacation entitlement after 25 years of service is 26 days of vacation, and vacation entitlement after 26 years of service is 27 days of vacation.

In instances where the percentage of earnings as specified in the Employment Standards Act is greater than the vacation entitlement, the balance owing shall be paid in cash.

14.04 The vacation year runs from anniversary date to anniversary date. Vacations must be used within one year following the date of earning such vacation. In special circumstances vacation may be carried over from one vacation year to the next with prior approval of the supervisor and director.

ARTICLE 15 - STATUTORY HOLIDAYS

15.01 The following days shall be recognized as paid statutory holidays:

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

and all statutory holidays as enumerated in Section 1(1) of the Employment Standards Act of Ontario.

15.02 Floating holidays will be taken at a time within a calendar year that is mutually agreeable between the employee and the supervisor. After six months of service, two (2) floating holidays will be granted, to be taken at a time mutually agreeable between the employee and supervisor. Any scheduling conflicts between employees will be settled according to seniority.

In addition, employees will be granted one (1) additional paid holiday per calendar year. In the case of Mechanical and Electrical personnel, such day will be taken in conjunction with the Christmas holiday schedule as determined by the University.

15.03 An employee shall receive a day's pay at their regular rate for a statutory holiday not worked, providing that they have worked or is on an approved paid leave of absence on their regularly scheduled shift immediately preceding the holiday and their regularly scheduled shift immediately following the holiday.

If an employee is absent from said shift above as a result of illness, prior to receiving pay for such holiday, the employee shall furnish a medical certificate issued by a qualified medical practitioner certifying that the employee was unable to work due to illness. The medical certificate must reflect that the employee has been seen by the physician on, immediately before or immediately after, the day of absence.

15.04 An employee who works as requested on a statutory holiday (and has complied with the conditions of paragraph 15.03 above) will be paid for the statutory holiday and in addition will receive double time at their regular rate for all hours worked.

15.05 In the event that a statutory holiday falls on an employee's scheduled day off or during their designated vacation period, the employee will receive a day's pay at their regular rate in addition to any other salary considerations to which they may be entitled.

ARTICLE 16 - HEALTH AND WELFARE

16.01 Each regular employee shall enroll, subscribe to and participate in:

- i) the Ontario Health Insurance Plan (O.H.I.P.);
- ii) the Supplemental Group Medical Benefits Plan;
- iii) the University Group Life Insurance Plan;
- iv) the University Pension Plan;
- v) the University Dental Plan; and
- vi) the University Eye Care Plan,

unless specifically exempted by legislation or regulation.

All employees hired after October 15, 1979 must enroll in the University Long Term Disability Insurance Plan as a condition of employment.

16.02 The University shall pay 100% of the premiums for the O.H.I.P., Supplemental Medical, Group Life Insurance, Dental and Eye Care plans referred to in Article 16.01.

16.03 The University Eye Care Plan of three hundred dollars (\$300.00) every two years may be used for prescription glasses or contact lenses.

All employees shall be required to wear appropriate safety glasses while at work. In addition, employees may use another two hundred dollars (\$200.00) every two years towards the purchase of prescription safety glasses.

Special consideration will be given by the Employer if due to extenuating circumstances the employee's cost for prescription safety eye glasses exceeds the two hundred dollar (\$200.00) allotment.

16.04 a) Each regular employees' contributions to the Lakehead University Employee Pension Plan [item (iv) above] shall be 7.90% of their regular gross pay and shall not be integrated with the Canada Pension Plan.

The University shall contribute an amount equal to 7.90% of regular gross pay that is integrated with the Canada Pension Plan.

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

c) Eligible retired members shall have the right to enroll in the Supplemental Groups Benefit Plan and the basic University Dental Plan established for retired employees. Members shall pay one hundred percent (100%) of the premium costs for this coverage.

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

16.06 The University will provide a brief summary of employee benefit information to members.

ARTICLE 17 - SICK LEAVE

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

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

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

c) Absence due to an accident covered by the Worker's Safety and Insurance Board (WSIB) is not considered to be covered by the provisions of this Article.

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

ARTICLE 18 - LEAVE OF ABSENCE

18.01 The University may grant leave of absence without pay to any employee for legitimate personal reasons including illness and accidents. Any employee who is absent with leave shall continue to accumulate seniority during their absence.

18.02 During a leave of absence an employee shall not, without the consent of the University, engage in gainful employment with any other employer, and if an employee does so engage they shall be dismissed without notice.

18.03 Any employee desiring leave of absence, except in the case of illness, accident or death in the family, shall apply for such leave to the University in writing at least two (2) weeks prior to the intended date of commencement of leave.

18.04 BEREAVEMENT LEAVE:

a) In the event of the death of an employee's mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and grandchild, an employee, except when they are on paid or unpaid leave, shall be granted upon request a leave of up to three (3) days without loss of regular pay. Such leave shall be taken between death and burial. A further two (2) days will be granted if absolutely necessary.

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

c) In the event of the death of a close friend or a relative not referred to in 18.04, the employee, upon application to the supervisor, may be granted a paid leave of absence to a maximum of one (1) day for the purpose of attending the funeral as a pallbearer or mourner.

18.05 SPECIAL LEAVE: An employee may be granted, at the discretion of the Director of Physical Plant, special leave of up to three (3) days per year without loss of regular pay in the event of serious illness or injury of a member of the employee's family as defined in Article 18.04 (a).

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

18.07 ADOPTION LEAVE: 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 five (5) days.

18.08 PATERNITY LEAVE: The non-birth parent is entitled to one (1) day paid leave within the two (2) week period of the birth of their child.

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

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

c) The Director of Physical Plant shall authorize unpaid extensions to paternity/adoption leaves.

18.10 POLITICAL LEAVE:

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

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

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

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

ARTICLE 19 - SAFETY

19.01 The University agrees to comply with all applicable safety legislation.

19.02 All necessary safety equipment will be made available to employees of the University.

ARTICLE 20 - TOOLS

20.01 The University shall supply all tools it deems necessary for employees to perform their assigned work.

20.02 An employee upon termination of their employment with the University must return all University tools issued to them. Failure to return University tools may result in the employee being charged for them or having to replace them.

ARTICLE 21 - JURY DUTY

21.01 An employee who is required to report for jury duty or as a witness on any judicial trial shall receive the difference of pay between the pay received for such duty and their normal straight time rate of pay.

ARTICLE 22 - POSTING OF NOTICES

22.01 Bulletin boards will be provided to enable the Union to post notices of Union activity.

ARTICLE 23 - MEAL ALLOWANCE

23.01 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.

ARTICLE 24 - UNIFORMS AND PROTECTIVE FOOTWEAR

24.01 Employees shall be required to wear uniforms as provided by the University. It is understood that such employees shall take the best possible care of all uniform issues and that uniforms, in clean and proper repair, shall be worn during all hours of work.

24.02 The University agrees to issue replacement uniforms in the fall of each year and this shall normally be carried out in accordance with the following issue:

CLASSIFICATION	ARTICLE	EXPECTED PERIOD OF WEAR
Maintenance Engineer Mechanic Electrician Leadhand	2 shirts (choice of sleeve length)	1 year
	3 pair trousers	1 year
	Raingear	Until unfit for service
	Winter Parka	Until unfit for service
	Three seasonal jacket (shell)	Until unfit for service

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

24.04 An employee found by their supervisor to be misusing or unable to satisfactorily account for item(s) of uniform issue on their charge may be held financially responsible for the replacement or repair of such item(s).

24.05 Upon presentation of a valid sales receipt to the Physical Plant office, the University shall reimburse:

a) Each regular employee up to two hundred twenty five dollars (\$225.00) towards the purchase of CSA approved safety footwear every two (2) years.

Should boots wear out and additional boots are required, a request for new boots may be made to the immediate supervisor.

As a condition of continued employment, employees purchasing safety footwear under this Article shall be required to wear them while at work.

24.06 Lakehead University shall supply a clip-on pictured identification card that employees shall wear in a visible location.

ARTICLE 25 - WAGE SCHEDULE

25.01 Wage Schedule:

	July 1, 2019	July 1, 2020	July 1, 2021
Trades Lead Hand Mechanic	\$36.14	\$36.50	\$36.87
Mechanic Trades 3	\$32.30	\$32.62	\$32.95
Maintenance Engineer	\$32.30	\$32.62	\$32.95
Trades Lead Hand Electrical	\$36.14	\$36.50	\$36.87
Electrician Trades 3	\$32.30	\$32.62	\$32.95

25.02 PART TIME: Part time student employees (Trades Assistant 1) will be paid at the normal University student rate and be eligible for mandatory CPP, UIC and Vacation Pay benefits but no other benefits as specified in this contract. The University will deduct from their salaries the applicable Union dues and forward this to IUOE, Local 865.

25.03 LICENSE FEES: The University agrees to pay the cost of necessary licensing fees for all power engineering certificates and Industrial Maintenance Technician (IMT) certificates (*electrician, master electrician, plumber, master plumber, sheet metal, refrigeration/air conditioning, gasfitter 2, O.D.P., steamfitter*). Employees are required to provide the renewal applications to the Physical Plant office at least forty-five (45) days prior to the renewal date.

ARTICLE 26 - LETTERS OF UNDERSTANDING

26.01 All Letters of Understanding between the University and the Union are to be printed at the end of the contract.

ARTICLE 27 - DURATION OF AGREEMENT

27.01 This Agreement shall be in effect from July 1st, **2019** to June 30th, **2022**.

27.02 Either party may, within the period of two (2) months before the Agreement ceases to operate, give notice in writing to the other party of its desire to bargain with a view to the renewal, with or without modification of this Agreement or to the making of a new Agreement. Where modifications of this Agreement or the making of a new Agreement are so requested, such notice shall give particulars of the modifications or new terms desired. In the event that no notice is given as aforesaid, the Agreement shall remain in full force and effect for a further term of one (1) year.

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

Signed at Thunder Bay, Ontario this the ____ day of _____, 2020

SIGNED FOR:

**Board of Governors
Lakehead University**

**International Union of
Operating Engineers, Local 865**

LETTER OF UNDERSTANDING (A)
LAKEHEAD UNIVERSITY AND I.U.O.E., LOCAL 865
REVIEW OF JOB DESCRIPTIONS

The University agrees to review and renew the job descriptions to reflect the current education, trade certification, ability, knowledge, skill and experience required for the following positions: Trades Lead Hand Mechanical, Trades Lead Hand Electrical, Mechanic Trades 3, Electrician Trades 3, and Maintenance Engineer within six (6) months of the date of ratification.

Signed on behalf of:

Lakehead University

**International Union of Operating
Engineers, Local 865**

Date: _____

LETTER OF UNDERSTANDING (B)

LAKEHEAD UNIVERSITY AND I.U.O.E., LOCAL 865

BENEFITS REVIEW

During the life of this agreement, IUOE and Lakehead University agree to review the current benefits coverage, specifically annual deductibles and annual maximums, to determine if a change in these terms is warranted. Throughout the review, benefit cost containment and benefit flexibility will be major themes. Any resulting changes would have to be mutually agreeable.

Signed on behalf of:

Lakehead University

**International Union of Operating
Engineers, Local 865**

Date: _____

LETTER OF UNDERSTANDING (C)

LAKEHEAD UNIVERSITY AND I.U.O.E., LOCAL 865

TECHNOLOGICAL CHANGE

The University and the Union recognize that technological change and automation, while necessary to the industry, may have an impact on employees. The University agrees to discuss with the Union the effect of technological change on the employment status of employees, and to consider practical ways and means of minimizing the adverse effect on employees affected by such changes. Such measures as early retirement or re-training may be considered.

Furthermore, the University will notify the Union in writing as soon as possible before a major project involving technological change is made and the Union and the University shall meet to discuss the impact of such changes.

Signed on behalf of:

Lakehead University

**International Union of Operating
Engineers, Local 865**

Date: _____

LETTER OF UNDERSTANDING (D)

LAKEHEAD UNIVERSITY AND I.U.O.E., LOCAL 865

UNIVERSITY CLOSURE DUE TO INCLEMENT WEATHER

Effective February 21, 2014, the parties agree that when the University is closed by the President or designate due to inclement weather, employees who are requested to work to ensure minimum staffing requirements, shall receive equivalent time off at a later date.

An employee who is requested to stay at work or attend at work for any part of their regular scheduled hours by their immediate supervisor or designate shall receive the equivalent hours off with pay within one year of the day of the closure. Scheduling of these hours off with pay shall be subject to mutual agreement between the employee and their Supervisor.

These hours are not subject to the maximum allowable allotments outlined in *Physical Plant's Leave in Lieu of Overtime 2006 Procedure* and are eligible to exceed the maximum hours outlined within.

These hours are subject to time off at straight time and are not eligible for a cash payment.

An employee who is on approved vacation or sick leave during the said closure will not receive credit for the hours of the closure.

Signed on behalf of:

Lakehead University

**International Union of Operating
Engineers, Local 865**

Date: _____

LETTER OF UNDERSTANDING (E)

LAKEHEAD UNIVERSITY AND I.U.O.E., LOCAL 865

WORKPLACE INSURANCE

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

In the second year following the date of injury, the employee may choose to maintain any or all of the aforementioned benefits on the condition that he pays one hundred percent (100%) of the contributions to the plans which he chooses to maintain and provided that the benefit plans so permit.

It is agreed that "date of injury" has the same meaning as "date of injury" as defined in the *Workplace Safety and Insurance Board Operational Policy #9.10*.

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

An employee who has sick leave credits will be advanced an amount equal to one hundred percent (100%) of their gross earnings. On approval of the claim for LOE benefits,

a) an amount equal to the reimbursement paid to the University by the *Workplace Safety and Insurance Board* with respect to the claim will be credited back to the employee's sick, vacation, overtime or other credits, as applicable, and

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

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

3. If an employee has been advanced wages by the University with respect to a claim and the *Workplace Safety and Insurance Board* has not reimbursed the University, the employee will reimburse the University. At the discretion of the employee, reimbursement may be made through the application of sick, vacation, overtime or other credits.

Signed on behalf of:

Lakehead University

**International Union of Operating
Engineers, Local 865**

Date: _____

LETTER OF UNDERSTANDING (F)

LAKEHEAD UNIVERSITY AND I.U.O.E., LOCAL 865

STAFF DEVELOPMENT

A full time regular employee having successfully completed their probationary period may enroll in a non-university course that is job related and have seventy-five percent (75%) of the tuition fees (up to a maximum of \$500 annually) reimbursed to the employee (providing they are employed) upon presentation of proof of successful completion of the course, and subject to the following conditions:

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

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

The maximum expense to the University for IUOE member' claims under the article shall not exceed \$2,500.00 in any one budget year.

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

Signed on behalf of:

Lakehead University

**International Union of Operating
Engineers, Local 865**

Date: _____

LETTER OF UNDERSTANDING (G)
LAKEHEAD UNIVERSITY AND I.U.O.E., LOCAL 865
JOINT UNIVERSITY PENSION PLAN ADMINISTRATION

The employer wishes to develop with the union a LOU that will ensure discussion on Joint University Pension Plan Administration.

Signed on behalf of:

Lakehead University

**International Union of Operating
Engineers, Local 865**

Date: _____

For Information Purposes Only: TUITION WAIVER POLICY - Staff & Faculty

Category: Human Resources;

Jurisdiction: Vice President, Administration and Finance;

Approval Authority: Executive Team;

Established on: September 1972;

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

Rationale

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

Policy

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

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

The maximum amount of assistance that a student is eligible to receive from the operating budget funds of the University is that of full tuition. The scholarship will be deemed to have Tuition Waiver – Staff and Faculty Page 2 of 5 been paid first and then the tuition waiver up to the amount of the full tuition. For those who have been awarded the Presidential Scholarship or the Northwestern Ontario Leaders' Scholarship, they will receive the full value of these scholarships.

Definitions

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

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

Staff:

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

Faculty:

1. Effective July 1, 2004, a full-time member, his/her dependent and/or the spouse of a member with a full-time appointment. No full-time member, dependent or spouse will be entitled to exceed the tuition waiver maximums specified in this policy.
2. A member with an appointment as a Contract Lecturer Member at Level 2 or Level 3 will receive an \$800 tuition waiver credit to be used by the member and/or his/her spouse/dependents who enroll in a regularly-scheduled University course for academic credit in the current or subsequent academic year. No Contract Lecturer Member at Tuition Waiver – Staff and Faculty Page 3 of 5 Level 2 or Level 3, dependent, or spouse will be entitled to exceed the tuition waiver maximums specified in this paragraph.

Guidelines

1. Employees in established positions are eligible for a tuition waiver.
2. Employees on approved job sharing arrangements may apply for a tuition waiver on a pro-rated basis.
3. Spouse and dependents of staff may apply for a tuition waiver.
4. At retirement, an employee is eligible for a tuition waiver for any course(s) in which he/she is currently enrolled.
5. A spouse or dependent of an employee who retires at normal retirement date will continue to be eligible for the tuition waiver until he/she has completed the undergraduate course(s) or graduate course(s) in which he/she is currently enrolled.
6. A spouse or dependent of an employee who dies will continue to be eligible for the tuition waiver until he/she has completed the course(s)

in which he/she is enrolled and for the next two academic years, subject to lifetime maximum.

7. The tuition waiver will be effective from the date of hire to the date of termination. If an employee joins Lakehead University in the middle of a term, the tuition waiver will be pro-rated at the start of the next term.
8. An employee who is on sick leave with pay, or for the first 24 months of receiving payment under a plan for long-term disability, or receiving payment under the Workplace Safety and Insurance Act, or is on maternity/paternity/parental leave, is eligible for a tuition waiver as if he/she were at work. A spouse or dependent of such an employee is similarly eligible.
9. An employee on an approved leave without pay for non-medical reasons for a term in excess of one month is ineligible for a tuition waiver while on such leave. Spouse and dependents are also ineligible.
10. Courses are to be taken outside of normal working hours. An exception may be made if the course is a prerequisite for the member's job position. A request to take the course during working hours must have the approval of the appropriate Tuition Waiver – Staff and Faculty Page 4 of 5 Chair/Director/Dean and an explanation of how the time will be made up. Time taken for any courses during working hours shall be made up by the employee.
11. Tuition costs for employees in established positions are an operating cost for Lakehead University. Budgets will be established against which the cost of waivers will be charged. Tuition costs for contract employees will be charged against the contract funding.
12. This policy does not apply to audit fees, co-op program participation fee (work term), English Language courses, activity fees, lab fees, field trip fees, or other incidental fees that may be required.
13. Lakehead Contract Employees hired prior to July 1, 2004 are covered by the eligibility definitions in their contracts in place as of June 30, 2004.
14. If two faculty or staff are related to a dependent child, the dependent child will be eligible for only one scholarship.
15. Tuition waiver for spouses and dependents is scholarship income for the student receiving the benefit and, accordingly, the student will receive a T4A slip.
16. Completed application forms, signed by the supervisor of the employee, must be forwarded to the Office of Human Resources at the same time as the registration takes place. The supervisor's signature is not only required for employee applications, but also for spouse and dependent applications.
17. Policy interpretation should be directed to the Associate Vice-President of Human Resources.

Review

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

Review Period: 3 years;

Date for Next Review: 2022-2023;

Related Policies and Procedures: To be determined;

Policy Superseded by this Policy: None.

The University Secretariat manages the development of policies through an impartial, fair governance process, and in accordance with the Policy Governance Framework. Please Tuition Waiver – Staff and Faculty Page 5 of 5 contact the University Secretariat for additional information on University policies and procedures and/or if you require this information in another format:

Open: Monday through Friday from 8:30am to 4:30pm;

Location: University Centre, Thunder Bay Campus, Room UC2002;

Phone: 807-346-7929 or Email: univsec@lakeheadu.ca.

For Information Purposes Only

HARRASSMENT AND DISCRIMINATION POLICY AND PROCEDURES

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

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

1. Preamble

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

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

2. Definitions

2.1 Harassment

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

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

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2.2 Personal Harassment

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

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

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

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

2.3 Sexual Harassment

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

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

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

2.4 Discrimination

“Discrimination” includes differences in treatment that results in the unfavourable, adverse, or preferential treatment of individuals, or groups of individuals, on the basis of a prohibited ground under the Ontario Human Rights Code. Discrimination occurs when one or a series of actions, decisions, or

educational/workplace structures imposes disadvantages on a person or group of persons protected by human rights legislation.

2.5 Poisoned Environment

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

2.6 Systemic Harassment/Discrimination

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

2.7 Vexatious Complaint

“Vexatious Complaint” means a complaint made with the intent to be retaliatory in nature and/or intended to annoy or to damage the reputation of the respondent. This concept is not to be confused with a complaint made in good faith with the intent to improve the University that is found to be without merit.

2.8 Third Party Facilitation

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

2.9 Members of the University Community

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

2.10 Visitors

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

2.11 Harassment and Discrimination Coordinator

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

3. Policy Guidelines

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

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

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

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

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

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

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

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

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

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

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

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

14) Vexatious complaints are not condoned and individuals creating such complaints may be subject to disciplinary action.

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

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

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

4. Education of University Community

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

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

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

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

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

5. General

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

2) Nothing in this policy is intended to preclude any person from following any alternate complaint procedure that may be available under the Code of Student

Behaviour and Disciplinary Procedures, a Collective Agreement, and the Ontario Human Rights Code, or from initiating any other proceedings in law.

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

6. Procedures

6.1 Informal Process

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

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

- a) identify options available to the individual respondent(s);
- b) review informal means of resolving the problem including arrangements to have a third party facilitate an informal resolution;
- c) advise the respondent(s) concerning his/her rights and responsibilities under this policy;
- d) assist the respondent(s) in understanding the complaint;

- e) advise the respondent of his/her representation rights including, but not limited to, union representatives and collective agreements.
- 4) No reprisals will be taken against individuals solely because they have sought advice pertaining to incident(s) of harassment and/or discrimination.
- 5) After a complaint is made the Harassment and Discrimination Coordinator, in consultation with the appropriate supervisory or academic personnel, will determine if any immediate action or interim measures are required to protect the University, its community, or any of its members. These measures may include, but are not limited to, limiting access to facilities, making arrangements for alternative grading or supervisory relationships, or discontinuing contact between the complainant and the respondent during the period of proceedings under this policy.
- 6) A third party, selected from a pool of qualified facilitators, trained in mediation and or conflict resolution requested to facilitate an informal resolution to a complaint shall attempt to bring about a resolution. At all times he/she shall respect confidentiality and shall understand that he/she cannot impose any form of discipline, sanction or redress. Such party shall not be called as a witness in any subsequent formal investigation under this policy.
- 7) A complainant may proceed directly to the formal complaint process, pursuant to the Harassment and Discrimination Policy, without having attempted an informal resolution.
- 8) A complainant may choose not to proceed to the formal complaint process, pursuant to the Harassment and Discrimination Policy, even if the informal resolution has proven to be unsuccessful.
- 9) A complainant may choose to proceed under the terms of the Ontario Human Rights Code, with a complaint either with or without attempting resolution as provided under this policy.

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

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

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

6.2. Formal Process

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

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

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

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

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

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

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

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

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

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

When the President elects not to appoint an investigator to a formal complaint written notice will be provided to the complainant stating the reasons for the decision not to appoint an investigator.

6.3 Systemic Complaint/Unknown Respondent Process

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