

COLLECTIVE AGREEMENT
BETWEEN
LAKEHEAD UNIVERSITY

AND

**INTERNATIONAL UNION
OF OPERATING ENGINEERS
LOCAL 865**

JULY 1, 2022 TO JUNE 30, 2025

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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 workers on a temporary basis on special projects who will not be employees within the meaning of this Agreement. It is agreed that the hours of work, duties and wage rates of members of the bargaining unit actively employed will not be reduced during the employment of such skilled workers. It is further agreed that work normally performed by employees within the bargaining unit shall continue to be performed by such employees, but that this shall not deprive the University of its right to contract out work beyond the scope of the existing staff to perform expediently at the time.

2.03 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 Approved new jobs or vacancies shall be posted by the University on the University website for a minimum of ten (10) 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:

Effective July 1, 2022, after 1 year of service - 3 weeks

(1 week of which may be taken after the completion of 6 months of service)

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.

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) As of July 1, 2022, 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 3.65% of regular gross pay that is not integrated with the Canada Pension Plan.

After the transfer to CAAT, effective for service on and after June 30, 2023 the employees will contribute 4.65% of regular gross pay. The University will contribute an amount equal to 4.65% of regular gross pay.

Effective July 1, 2024 and beyond, the employees will contribute 5.15% of regular gross pay. The University will contribute an amount equal to 5.15% of regular gross pay.

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

An employee who has provided written notice of retirement may rescind the written offer as long as an offer of employment has not been made to fill the vacancy.

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 PREGNANCY / PARENTAL LEAVE:

- a) Subject to the provisions of the Ontario Employment Standards Act, the University shall grant pregnancy leave without loss of seniority to any eligible employee upon request for a period of seventeen (17) weeks.
- b) Pregnancy leave is taken without pay and may be granted at any time within eleven (11) weeks of the expected date of birth. The University may initiate the leave of absence at an earlier date if, in the judgment of the University, the employee cannot perform their normal duties adequately.
- c) The employee must give their supervisor a minimum of two (2) weeks' notice in writing of the date they intend to begin their leave.

- d) If the employee wishes to return to work less than six (6) weeks after the birth, they must provide a medical certificate stating that they are fit to resume work, along with one week's notice of their intention to return.
- e) An employee who has completed three (3) years of full-time service and agrees to return to the University for at least one year following the leave shall, for a seventeen (17) week period, have their pregnancy leave benefits under the Employment Insurance Act topped up to ninety-five percent (95%) of the member's regular salary.
- f) Maternity leave with supplemental salary is granted on the understanding that the member shall return to the University. If a member is unwilling or unable to make the commitment to return to the University following their leave, pregnancy leave shall be taken without pay.
- g) If an employee does not fulfill their obligation to return to the University, they shall be obliged to repay to the University any supplemental monies received during their maternity leave.
- h) An employee must qualify for and be entitled to Employment Insurance benefits to receive the top-up benefit and must apply for Employment Insurance benefits before the top-up benefit becomes payable. The employee shall provide the employer with proof that they are receiving such benefits.
- i) The non-birth parent is entitled to one (1) day of paid leave at the time of the birth of their child.

- j) An employee taking parental 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.
- k) An employee who is on any other form of approved leave, whether paid or unpaid, is not eligible for paternity leave.
- l) The Director of Physical Plant or Director, Residence Services shall authorize unpaid extensions to maternity/paternity leaves.
- m) An employee having completed a minimum of three (3) years of full-time continuous service and who agrees to return to the University for one year following their parental leave will be entitled to parental leave benefits topped up to 95% of the employee's regular salary for a twelve (12) week period. In the event an employee does not fulfill the above obligation regarding return, they shall be obliged to repay the University for any supplemental monies received during the parental leave.
- n) At no point shall payments under 18.08 (e) and (j) exceed the amount of top up available under the twelve (12) month Employment Insurance rate.

18.09 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, 2022 | February 1, 2023 | July 1, 2023 | July 1, 2024 |
|-----------------------------|--------------|------------------|--------------|--------------|
| Trades Lead Hand Mechanic | \$36.87 | \$39.87 | \$40.27 | \$40.87 |
| Mechanic Trades 3 | \$32.95 | \$35.95 | \$36.31 | \$36.85 |
| Maintenance Engineer | \$32.95 | \$35.95 | \$36.31 | \$36.85 |
| Trades Lead Hand Electrical | \$36.87 | \$39.87 | \$40.27 | \$40.87 |
| Electrician Trades 3 | \$32.95 | \$35.95 | \$36.31 | \$36.85 |

An additional hourly trade rate increase of \$3.00 as of the date of ratification employees engaged in positions listed in Article 25.01.

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, 2022 to June 30th, 2025.

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 _____, 2023

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 2022/2023 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

PENSION REFORM AND ARTICLE 16

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

1. The parties agree to switch for future service only, effective June 30, 2023 such that employee and employer contributions for all eligible members of IUOE Local #865, starting with the July 21, 2023 pay day (that covers the June 30, 2023 to July 13, 2023 pay period), will be redirected to the CAAT pension plan under their DBplus provisions. Thus, effective on and after July 1, 2023, the meaning of the University Pension Plan in Article 16.01 iv) and 16.04 a) will be the CAAT DBplus Pension Plan.

All contributions prior to the transfer to the CAAT pension plan will remain in the Lakehead University Employee Pension Plan at the time of the switch for future service.

2. Pension participation will remain the same, namely:

- i. Current IUOE employees participating in the University Employee Pension Plan shall join the CAAT plan on June 30, 2023.
- ii. Future IUOE employees shall join the CAAT plan on date of hire after the switch to CAAT.

After the transfer to CAAT, effective for service on and after June 30, 2023
IUOE

members will contribute 4.65% of regular gross pay. The University will contribute an amount equal to 4.65% of regular gross pay. Effective July 1, 2024, the University will contribute an amount equal to 5.15% of regular gross pay. For clarity, contributions shall not be integrated with the Canada Pension Plan.

Pension Plan CPP Decoupling Agreement

- a) Effective July 1, 2022 to June 30, 2023, total University contributions to the Lakehead University Employee Pension Plan on behalf of IUOE members will in aggregate increase by an amount equivalent to 1.00% of total IUOE Local #865 member compensation for 2022.

- b) Effective July 1, 2023 to June 30, 2024, total University contributions to the Lakehead University Employee Pension Plan on behalf of IUOE Local #865 members will in aggregate increase by an amount equivalent to 1.00% of total IUOE Local #865 member compensation for 2023.

- c) Effective July 1, 2024 to June 30, 2025, total University contributions to the Lakehead University Employee Pension Plan on behalf of IUOE members will in aggregate increase by an amount equivalent to 0.5% of total IUOE Local #865 member compensation for 2024.

Signed on behalf of:

Lakehead University

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

Date: _____

LETTER OF UNDERSTANDING (H)

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

CONTRACT EMPLOYEES

The Parties agree that contract employees may be hired on a full-time basis for a specific term not to exceed two (2) years, to replace a regular employee on an approved leave of absence or to perform a special project.

A contract employee shall not be a member of the bargaining unit and will not be covered by the provisions of this agreement save and except for the following:

- payment of union dues,
- paid at the rate pursuant to Article 25.01,
- serve a probationary period as per Article 7
- scheduled a 40-hour work week between Sunday and Saturday to meet the operational needs of the University,
- receive premium pay entitlements based on a 40- hour work week as per Article 13 excluding Article 13.04 d),
- eligible for statutory holidays as per Article 15,

Contract employees must have a valid applicable license(s) as per Article 25.03 upon date of hire. These license(s) will not be paid by Lakehead University.

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

Contract employees shall receive 4% vacation pay on their regular hours worked on each pay.

For contract employee who are hired for eight (8) months or more, shall be entitled to Lakehead University's contract benefits once the probation period and waiting period is satisfied.

For those contract employees who are originally hired for less than eight (8) months and their contract is extended to eight (8) months or more, they shall be entitled to the Lakehead University contract benefits. These benefits will commence once notification of extension has been given and the probation period and waiting period is satisfied. These periods will have been considered to commence at the start of the original contract.

This Letter of Understanding will not preclude contract employees from making application for permanent employment. In the event, a contract employee transitions to a full-time regular employee without a break in service, time served as a contact employee shall be considered as time served for seniority, vacation entitlements and if applicable waiting period for benefits.

Where a contract employee requires an extension beyond two (2) years the University shall notify the Union as to the reason in advance of the extension.

The release of a contract employee during or at the conclusion of the specified term shall not be considered a layoff nor shall it be the subject of a grievance or arbitration.

This Letter of Understanding and/or the hiring of a contract employee does not impact the University's ability to utilize Article 2.02 if required.

Signed on behalf of:

Lakehead University

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

Date: _____

For Information Purposes Only:

The following link is to the University policies and procedures.

<https://www.lakeheadu.ca/about/policies-procedures>