

COLLECTIVE AGREEMENT

BETWEEN

LAKEHEAD UNIVERSITY

AND

**UNITED STEELWORKERS
Local 5294**

July 1, 2019 to June 30, 2021

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ARTICLE 1 - DEFINITIONS

1.01 "Full Time Employee" means an employee who is employed as a full-time employee in the Security Department and works a minimum of forty (40) hours per week.

"Part Time Employee" means an employee who is employed as a part-time employee in the Security Department and normally works less than forty (40) hours per week.

1.02 "Day" means working day for the individual concerned unless otherwise specifically stated and shall be construed to mean eight (8) hours' pay for purposes of compensation calculations.

1.03 "Working Day" as referred to in the Grievance and Arbitration procedures means Monday to Friday, exclusive of any paid holidays.

1.04 Special Assignment Guard appointments requiring specific skill sets or qualifications may arise for temporary assignments and/or events and would be assigned whenever possible to bargaining unit employees without compromising Article 3.02.

When a guard is assigned these duties they will continue to be paid their same rate of pay as their regular security position. The Employer will advise the Union in advance of the required assignment and/or event and the associated timelines. Upon request will meet with the Union to review the proposed assignment.

1.05 "Term Employee" means an employee who is employed as a term employee in the Security Department for a defined period of time.

1.06 "Casual Employee" means an employee hired by the Employer as a casual employee in the Security Department who does not have regularly scheduled hours.

ARTICLE 2 - PURPOSE

2.01 The purpose of this Agreement is to establish as herein provided the salaries, hours of work and other working conditions of Security employees covered by this Agreement and to establish the procedure for final settlement without stoppage of work on the application of either party of differences or grievances which might arise hereunder. This agreement moreover seeks to provide for fair and peaceful adjustment of all disputes that may arise between the parties.

ARTICLE 3 - RECOGNITION

3.01 The Employer recognizes the Union as the sole and exclusive bargaining agency with respect to all matters covered by this Agreement for all Security employees employed by Lakehead

University at Thunder Bay, and Orillia, save and except employees above the rank of Managers, administration staff and persons above the rank of Manager.

3.02 The Employer may employ security personnel 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 security personnel. It is further agreed that work normally performed by employees within the bargaining unit shall continue to be performed by employees within the bargaining unit, provided that this Article shall not deprive the University of the right to contract out work beyond the scope of the existing staff to perform expediently at the time.

3.03 Each Security employee shall possess and maintain, at all times, a valid and current license pursuant to the Private Security and Investigative Services Act 2005 which authorizes the performance of any and all duties and responsibilities consistent with the positions.

ARTICLE 4 - DEDUCTION OF UNION DUES

4.01 The Employer agrees, during the term of this agreement, to deduct whatever sum may be authorized for Union dues from each employee's first pay due each calendar month and to remit same not later than the twenty-fifth (25th) of the same month to the Secretary-Treasurer of Local 5294 of the Union. Probationary employees shall pay equivalent Union dues commencing the first full month of employment.

4.02 Such authorization shall be on a form approved by the Union and the Employer and shall be signed by the employee.

4.03 As a condition of employment, all employees shall become members of the Union and shall remain members in good standing as long as they are employed by the University.

4.04 Should an employee be promoted or transferred to a position outside the Bargaining Unit, deductions of Union dues, levies or other fees shall automatically be cancelled.

ARTICLE 5 – RELATIONSHIP

5.01 The Employer and the Union agree that there will be no limitation, discrimination, interference, restraint or coercion exercised by either party or their representatives or members because of any employee's membership in the Union or because of his activity in the Union.

Furthermore, both parties agree that there will be no discrimination against any employee in regard to employment based on the prohibited grounds as defined by the Ontario Human Rights Code.

5.02 The Union further agrees that there will be no Union activities on the premises of the Employer, except as specifically permitted by this Agreement or in writing by the Employer.

ARTICLE 6 – MANAGEMENT RIGHTS

6.01 The Union recognizes the right of the Employer to:

- a)** maintain order, discipline and efficiency;
- b)** hire, discharge, direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees subject to the right of any employee so concerned to lodge a grievance in the manner and to the extent as herein provided;
- c)** establish from time to time and enforce rules and regulations, not inconsistent with the provisions of this Agreement, governing the conduct of the employees. The Employer will, for purposes of convenience, provide the Union with a copy of new or changed rules and regulations. It is to be understood however that the copy maintained by the Employer is the official one; and
- d)** generally to manage the University and, without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance for all employees, the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the Employer's operation not otherwise specifically dealt with elsewhere in this Agreement.

6.02 The Employer agrees that these functions will be exercised in a reasonable manner consistent with the provision of this Agreement.

6.03 The Union acknowledges that all managerial rights of the Employer shall be reserved to the Employer except to the extent herein expressly limited.

ARTICLE 7 – NO CESSATION OF WORK

7.01 In view of the orderly procedure for settling grievances, and following the signing of this Agreement, the Employer agrees that it will not cause or direct during the term of this Agreement any lockout of its employees and the Union agrees that, during the term of this Agreement, there will be no strike or other collective action which will stop, curtail or interfere with work or the Employer's operations. The Union agrees that if any such collective action takes place it will repudiate it forthwith and require its members to return to work. Any employees participating in any such strike will be subject to discipline, including discharge.

7.02 In the event that any controversy between the Employer and any organization or group of employees not represented by the Union results or threatens to result in a strike, work stoppage or other interference with the Employer's business, the Union agrees, and each employee in the Union agrees, that regardless of the organization or group involved in any such controversy, employees represented by the Union will continue to report for duty, and will fully discharge their duties as employees of the Security Department.

ARTICLE 8 – REPRESENTATION

8.01 The Union may elect from amongst the employees who have completed their probationary periods one (1) Committeeperson and one (1) alternate for the purpose of assisting employees in presenting grievances to the Employer as set forth in this Agreement

8.02 The Union shall keep the Employer notified in writing of the name of the Committeeperson and of the alternate and the effective dates of their appointments.

8.03 The Committeeperson and alternate will be allowed necessary time off not to exceed one hour per week to carry out Union business only as such business pertains to this Agreement. The Committeeperson and alternate will not leave their work without first obtaining the permission of their immediate supervisors, which shall not be unreasonably withheld. The Committeeperson and alternate shall notify their supervisors before leaving their jobs and upon their return.

8.04 The Employer will recognize a Negotiating Committee of three (3) employees and one (1) alternate employee of the bargaining unit who have obtained seniority. This Committee may be expanded at any time by the addition of a representative of the Union who is not an employee of the Employer.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 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 six (6) working days from the time the circumstances or events giving rise to the grievance could have been reasonably known to the employee.

GRIEVANCES

STEP 1: An employee having a complaint shall discuss it with the Director, Security Services, with his Committeeman present if he so desires. If he is not satisfied, he shall then, within ten (10) working days, present it as a grievance in writing to the Director, Security Services who shall, within ten (10) working days, give a written reply as to the disposition of the grievance. Should the employee not be satisfied with the disposition of the grievance then:

STEP 2: The employee may, within ten (10) working days of the receipt of the Director, Security Services written response, request a meeting through the office of the Associate Vice-President, Human Resources. Such meeting shall be held within ten (10) working days of the request for the meeting. The employee may be accompanied at this meeting by his Committeeman if he so desires. The Associate Vice-President, Human Resources shall provide the employee and the Committeeman with the written decision within ten (10) working days of this meeting. If the written decision of Associate Vice-President, Human Resources is unsatisfactory, then:

STEP 3: The Committeeman may, within ten (10) working days of the receipt of the Associate Vice-President, Human Resources written decision, request a meeting of the parties through the office of the Vice-President, Administration and Finance. Such meeting shall be held within ten (10) working days of the request for the meeting. The Vice-President, Administration and Finance shall provide the written decision within ten (10) working days of this meeting.

9.02 If the parties are unable to resolve the grievance, the Employer or the Union may refer the matter to Arbitration within ten (10) working days of the completion of Step 3 (Grievances).

9.03 Time limits shall be computed by excluding Saturdays, Sundays and paid holidays, except as stated otherwise.

9.04 An allegation by either party that the Agreement has been misinterpreted or violated may be lodged in writing as a Policy Grievance commencing at Step 1 of the Grievance Procedure and thereafter the Grievance Procedure shall apply.

9.05 It is mutually agreed that in discharge cases grievances shall be brought forward at Step 2 (Grievances).

ARTICLE 10 – ARBITRATION

10.01 When either party requests that a grievance be submitted to Arbitration, the request shall be in writing, within twenty (20) days. The Arbitrator shall be chosen by mutual agreement from any recognized list of arbitrators.

10.02 Should the parties be unable to agree upon an Arbitrator, the Arbitrator shall be appointed by the Ministry of Labour for the Province of Ontario.

10.03 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance unless mutually agreed to by the parties.

10.04 No matter may be submitted to Arbitration which has not been properly carried through all steps of the Grievance Procedure.

10.05 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor alter, modify, add to or amend any part of this Agreement.

10.06 The decision of the Arbitrator, will be final and binding upon the parties hereto and the employee or employees concerned.

10.07 Each of the parties hereto will bear the expense of the Arbitrator.

10.08 The time limits fixed in both the Grievance and Arbitration Procedures may be extended by consent of the parties to this Agreement.

ARTICLE 11 - SENIORITY

11.01 a) A new full-time employee shall be considered a probationary employee-for a period of three (3) months following date of hire. Upon completion of the probationary period a full time employee shall be entered on the seniority list as of the date of the start of the probationary period.

b) A new part-time employee shall be considered a probationary employee for a period of six (6) months following date of hire. Part time employees shall accumulate seniority based on hours worked, and if such an employee is appointed to a full-time position then the employee shall be credited with their total continuous part-time service for seniority (upon the successful completion of her/his probationary period). For the purposes of this article one year of service equals 2080 hours.

c) Where deemed necessary by the Employer, the probationary period for an employee may be extended without mutual agreement from the Union for an additional one (1) month for full-time employees and two (2) months for part-time employees. In the event, the Employer deems it necessary; the probationary period may be extended by mutual agreement for up to a further three (3) months for full-time employee and six (6) months for part-time employee. In such instances, the Union shall be advised in writing of the Employer's intent within the initial three (3) month probationary period for full-time employee and initial six (6) month probationary period for part-time employee. Agreement to extend a probationary period will not be unreasonably withheld. The Union will not question the dismissal of any probationary employee, nor shall such a dismissal be the subject of a grievance.

11.02 The Employer agrees to maintain and post an up-to-date seniority list and supply the Union with a copy of such list in the months of April and October.

11.03 In the event of layoff, the Employer shall lay off employees at the site in which the reduction is required, in the reverse order of their seniority within employee type (full-time, part-time) and their classification, providing that there remain on the job employees who then have the ability to perform the work. In recalling employees to work, the last employee laid off within a given job classification shall be the first recalled within that same job classification.

11.04 a) An employee transferred or promoted to a new position within the bargaining unit shall be placed on a trial period for three (3) months. Where deemed necessary by the Employer, the trial period may be extended by mutual agreement for up to a further three (3) months. In such instances, the Union shall be advised in writing of the Employer's intent within the initial three (3) month trial period. Agreement to extend a trial period will not be unreasonably withheld.

b) At any time prior to the expiration of this trial period, the employee may return or may be returned to his previous position and such action shall not be made the subject of a grievance.

c) When an employee is transferred or promoted into a vacant position that is expected to exceed thirty (30) consecutive shifts, the employee will receive the rate of pay associated with the position.

11.05 In the event that the probationary or trial period for any employee is extended, all affected probationary and/or trial periods shall be extended by the corresponding period of time.

11.06 An employee shall lose all seniority and be terminated if the employee:

a) voluntarily leaves the employ of the Employer;

- b)** is discharged and is not reinstated through the Grievance or Arbitration Procedure;
- c)** fails to return to work within seven (7) calendar days after being recalled from layoff by notice sent by registered mail, unless such period is extended for reasons satisfactory to the Employer;
- d)** has been laid off for more than twenty-four (24) months; and
- e)** 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 may be extended by consent of both parties. Any correspondence related to the individual's employment status under this article will be copied to the Union Committeeperson. The parties agree that this clause will be interpreted in accordance with the Ontario Human Rights Code.

11.07 Employees being promoted or transferred to a position outside the Bargaining Unit may retain such Union seniority as has been accumulated at the time of promotion or transfer for a period of one year, after which time and returning to the Bargaining Unit, such person shall be considered to be a new employee with respect to Union seniority.

11.08 It shall be the duty of the employee to notify the Employer promptly of any change in address. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such employee.

ARTICLE 12 – HOURS OF WORK

12.01 a) The normal work week for full-time employees shall average forty (40) hours over the period covered by the work schedule as it may be implemented by the Employer from time to time. The normal work day shall be eight (8) hours. It is hereby expressly understood that provisions of this section are intended only to provide a basis for calculating time worked and shall not be, or construed to be, a guarantee as to the hours of work per day nor as to the days of work per week, nor as a guarantee of work schedules.

b) Hours of work for part-time employees shall be more than eight (8) hours per week and less than forty (40) per week. It is hereby expressly understood that provisions of this section are intended only to provide a basis for calculating time worked and shall not be, or construed to be, a guarantee as to the hours of work per day nor as to the days of work per week, nor as a guarantee of work schedules.

12.02 a) The regular work week for full-time employees 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 each with two (2) consecutive days off per week.

b) For full-time and part-time employees, each eight (8) hour shift includes one twenty (20) minute lunch break and two ten (10) minute rest periods. The Employer from time to time must make adjustments within the working schedules, he shall make these adjustments to the said schedules to the extent that no employee of the Security Department works more than a seven (7) day period without the required days off.

12.03 The above hours of work are based on a seven (7) guard shift schedule and should the schedule revert back to one based on six (6) guards or less, the 6:00 p.m. to 2:00 a.m. shift will be the first eliminated. For the purposes of this clause, the seven (7) guard count does not include either the Guard assigned to parking nor the Guard assigned to fire and safety patrol.

12.04 a) Authorized work performed in excess of the employee's normal work day (8 hours) shall be classed as overtime and will be paid at the rate of time and one half (1½) of the employee's regular rate. The Employer may extend the shift of an employee by two (2) hours at the beginning of the shift or by two (2) hours at the end of the shift and pay the overtime rate of time and one half (1½) of the employee's regular rate.

b) Authorized work performed by employees in excess of forty-four (44) hours per week will be paid at the rate of time and one half (1½) of the employee's regular rate.

12.05 a) Any full-time employee who has completed his regular day's work and is recalled to work extra time, shall be paid at the rate of time and one half (1½) for his classification and shall receive a minimum of four (4) hours at this rate.

b) Any full-time employee required to attend court as per Article 20.04 who has completed his regular day's work or is on his first scheduled day off, shall be paid at the rate of time and one half (1½) his regular rate and shall receive a minimum of two (2) hours at this rate. Any employee required to attend court who is on his second and/or subsequent scheduled day off shall be paid at two (2) times his regular rate and shall receive a minimum of two (2) hours at this rate.

12.06 An employee who is required to work more than two (2) hours overtime continuous outside of the regular working day as defined in Article 1.02 shall receive a ten dollar (\$10.00) meal allowance.

12.07 Time spent by an employee who has successfully completed his probationary period and who has been directed by the Employer to attend a training course shall be classed as regular duty and shall be paid for at the employee's regular rate.

If the training course falls on the employee's regular scheduled day off, the employee shall be paid at their regular rate of pay or given equivalent time off for the attended training hours. Such time off must be mutually agreed upon and taken within three (3) months from the training event. The three (3) month time limit may be extended with mutual agreement.

12.08 All authorized work performed by full-time employees on their first scheduled day off shall be paid for at the time and one half (1½) rate. All authorized work performed on the second (and/or subsequent) scheduled day(s) off shall be paid at the double time rate, providing the first (or immediately preceding) day off has been worked.

12.09 All overtime pay will be issued as wages unless the employee notifies the Director, Security Services in writing not later than two (2) working days after overtime has been worked that he wishes to have overtime earned as time off. An employee may accumulate and maintain a balance of up to forty-eight (48) hours of earned time off in a calendar year. The scheduling of earned time off must be by mutual agreement.

12.10 Opportunities to work overtime shall be equitably distributed to currently active employees according to classification. For the purpose of this article, two classifications exist:

Classification 1 – Security Guard Classification

2 – Associate Security Guard

An employee shall be considered to have had an overtime opportunity when he worked the available overtime, or was unavailable to work the overtime due to:

- being on sick leave,
- being on vacation,
- being on Workers' Compensation,
- being on leave of absence,
- being on banked time,
- being unreachable, or
- declining the opportunity.

A list indicating overtime opportunities and hours worked will be permanently posted in the Security office.

In the event that an employee is inadvertently overlooked on the overtime call-in list, the remedy shall be to place such employee at the top of the overtime call-in list and he shall have the following options:

- a) to accept the first available overtime opportunity and then be placed at the bottom of the call-in list; or
- b) to decline the first overtime opportunity and remain on the top of the list for a second opportunity, and to accept this overtime opportunity. He will then be placed at the bottom of the call-in list; or,
- c) to not accept either opportunity and be placed at the bottom of the call-in list. After the employee who had been inadvertently overlooked selects option a, b or c above, the revised overtime call-in list will then be in effect.

12.11 Overtime will be on a voluntary basis provided that sufficient employees can be obtained to meet University requirements. Should sufficient staff not be available to meet requirements, or in response to exceptional operating circumstances, then employees will be assigned to work. Sufficient staff needed as a minimum staffing level shall be determined at the discretion of the Director, Security Services.

12.12 Call-In:

a) A Senior Security Guard called into work due to an emergency outside their standard work day and without previous notice shall receive time and one-half for the hours worked as per Article 12.05 a).

b) In cases where a Senior Security Guard is able to resolve problems from home and eliminate the need to attend the workplace, s/he shall receive time and one-half for the time worked or a minimum of one (1) hour at their regular rate, whichever is greater.

c) A Senior Security Guard called into work within one (1) hour before the starting time of the shift shall receive 1 ½ for such time worked.

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

12.13 To effectively maintain competency with the role of Security Services at the employer, casual employees are required to work a minimum of ten (10) shifts per twelve (12) month period between January to December of any given year, providing the employee was offered the minimum number of shifts to work. Failure to meet this minimum will be deemed to be just cause and result in termination of employment. Termination will not occur if the inability to complete shifts arose due to bona fide illness.

ARTICLE 13 – WAGE SCHEDULE

13.01 The Employer agrees to pay and the Union agrees to accept during the term of this Agreement the schedule of wage rates attached hereto as Schedule “A”.

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

13.03 Any hour worked between the hours of 4:00 p.m. and 8:00 a.m. shall be paid a shift differential of seventy (70) cents per hour.

13.04 When a Security Guard is assigned Lead Hand duties at the discretion of the Director, Security Services, the employee shall receive \$0.70 per hour in addition to their regular wage for all hours worked under such assignment. The premium does not form part of the employee’s hourly rate for the purposes of calculating overtime or other premium pay.

ARTICLE 14 - VACATIONS

14.01 a) Employees will be entitled to vacations with pay based on length of continuous service as set out below:

After 1 year of service (one week of which may be taken after the completion of 6 months’ service)	2 weeks
After 3 years of service	3 weeks
After 8 years of service	4 weeks
After 17 years of service	5 weeks
After 25 years of service	– 5 weeks plus 1 day
After 26 years of service	– 5 weeks plus 2 days

In instances where four percent (4%) of earnings is greater than the vacation entitlement, the balance owing shall be paid in cash.

14.01 b) Part time employees shall receive 4% vacation pay for regular hours worked, and at any time, no less than the minimum entitlement under the Ontario Employment Standards Act, 2000.

The vacation year runs on a calendar year from January to December. Vacations must be used within one year following the date of earning such vacation. In special circumstances vacation credits may be carried over from one vacation year to the next with prior written approval of the Director, Security Services.

14.02 If an employee leaves without having completed one (1) year of continuous service, vacation pay will be calculated at the rate of four percent (4%) earnings for the period worked.

14.03 An employee whose service is terminated for any reason shall receive vacation pay for the period to which he is entitled in accordance with the foregoing provisions.

14.04 Seniority shall prevail when vacations are allotted, and all holiday allotments will be determined on this basis and posted by March 31st. Holiday allotments requested after this date will be scheduled on a first come, first served basis. Vacation schedules shall be established consistent with the continuing efficient operation of the department.

ARTICLE 15 – PAID HOLIDAYS

15.01 a) Full-time employees shall receive pay for the following 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 three (3) days in conjunction with the Christmas holiday period to be chosen at the discretion of the Employer. The Employer will endeavor to schedule these latter three (3) days' holiday so that December 24th and December 27th will be included with the Christmas Day holiday, and December 31st and January 2nd will be included with the New Year's Day holiday. Each Security Guard will be assigned to one of two equal groups for holiday scheduling purposes. Those in the group receiving Christmas Day holidays in any given year shall be assigned to the group receiving New Year's Day holidays in the following year, and vice versa.

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

15.02 Full time employees shall receive a regular day's pay for these holidays not worked, provided that they have worked their last scheduled shift prior to, and their first scheduled shift after, 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.

15.03 If a full-time employee is required to work on any of the foregoing holidays, he shall be paid at the rate of time and one half (1½) And an additional day off will be granted in lieu to be taken within four (4) months at a mutually agreeable time. If the lieu day is not taken within stated time period the Employer will schedule the day off, or paid time in lieu.

ARTICLE 16 – HEALTH AND WELFARE

16.01 As a condition of employment, each regular employee shall enroll, subscribe and participate in:

- a)** the Ontario Hospital Insurance Plan (O.H.I.P.);
 - b)** the Supplemental Group Medical Benefits Plan;
 - c)** the University Group Life Insurance Plan;
 - d)** the Lakehead University Employee Pension Plan;
 - e)** the University Dental Plan;
 - f)** the University Eye Care Plan; and
 - g)** The University Long Term Disability Plan
- unless specifically exempted by legislation or regulation.

16.02 The Employer shall contribute one hundred percent (100%) of the premiums applicable to employees for coverage under the Supplemental Group Medical Benefits Plan, the Group Life Insurance Plan, the Dental Plan and the Eye Care Plan referred to in items (a), (b), (c), (e) and (f) above. The Employee shall contribute one-hundred (100%) of the billed rate for coverage under the Long Term Disability Plan.

16.03 To the Lakehead University Employee Pension Plan, the Employer shall contribute an amount equal to 7.9% of regular gross pay integrated with the Canada Pension Plan.

An employee who wishes to retire shall endeavor to provide three (3) months' notice in writing to the Director of Security Services, or designate. Employee contributions to the Lakehead University Employee Pension Plan (LUEPP) shall not be integrated with the Canada Pension Plan (CPP).

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

16.05 The existing terms of the policies and the rules and requirements of the carriers of the various insurance plans shall govern.

16.06 A full time term employee shall be entitled to full time benefits if contracted for eight months or more.

16.07 Part time employees are eligible for Pension as per the Lakehead University Employee Pension Plan (LUEPP). (Note: must have worked more than 700 hours per year for two (2) consecutive calendar years). The University shall contribute an amount equal to 7.15% of regular gross pay. Participation in this plan is mandatory.

Part time employees are eligible for both Dental and Supplemental Group Medical Benefits after working one (1) calendar year with hours above 1040. Benefits are as per the established plan for either Single or Family coverage. The employee will be responsible for 50% of all costs associated with the benefits. Benefit cost will be reviewed and adjusted if necessary on an annual basis. Failure of an employee to work in excess of 1040 hours in a calendar year will result in removal of benefit eligibility and the employee will need to re-establish eligibility as per above process.

ARTICLE 17 - SICK LEAVE

17.01 Sick leave shall be interpreted as any period of time when a full time employee no longer on probation is permitted to be absent from work with full pay due to sickness or non-compensable accident under the terms of the Workers' Safety and Insurance Board (WSIB), rendering him unable to perform his regular duties.

17.02 Full time employees who have completed their probationary period shall accumulate sick leave credits on the basis of one and one half (1½) days per month to a maximum of one hundred and twenty (120) days.

17.03 To receive sick leave pay, the full time employee may be required to produce a doctor's certificate.

17.04 Each full time employee shall be notified annually in March as to the number of accumulated sick days to his credit, as of the previous December 31st.

17.05 In the case of on-duty accidents where WSIB is applicable, the full time employee will receive payment from the University for the difference between his regular wages and the compensation benefit; such payments will be charged to the employee's accumulated sick leave credits, but will cease when these credits are exhausted.

17.06 Following prolonged or serious illness, the University may require an employee to be certified medically fit before returning to his regular duties.

ARTICLE 18 – BEREAVEMENT LEAVE

18.01 The Employer agrees to grant up to three (3) days' leave without loss of pay or seniority to a full time employee in the event of a death of a member of his immediate family. Immediate family shall mean parent, spouse, brother, sister, child, grandparent, mother-in-law or father-in-law. An employee who is on any other type of approved leave, whether paid or unpaid, is not eligible for bereavement leave. When circumstances indicate additional time is required for purposes of travel, permission may be granted (without loss of regular pay) by the Director, Security Services to a maximum of two days. In the event of the death of an employee's grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law, the employee may be granted, upon request, a one-day leave of absence without loss of regular pay for the purpose of attending the relative's funeral.

18.02 In the event of the death of a close friend or a relative not referred in 18.01, the employee, upon application to the Director, Security Services, may be granted a paid leave of absence to maximum of one (1) day for the purpose of attending the funeral.

18.03 The Employer agrees to grant a part time employee a paid leave of absence for a scheduled shift to a maximum of one (1) day for the purposes of attending a funeral of a relative as described in 18.01 or a friend as described in 18.02.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 The Employer may, at its discretion, grant leave of absence without pay and without loss of seniority to an employee for personal reasons. All requests for such leave of absence, except in the case of illness, accident or death in the family, shall be submitted in writing at least two (2) weeks prior to the intended date of commencement of leave. During a leave of absence an employee shall not, without consent of the University, engage in gainful employment. If the employee does engage in other employment without the consent of the University, the employee shall be dismissed without notice.

19.02 When a full time employee is granted a leave of absence without pay, the employer will pay all contributions on behalf of that employee to all the employee benefit programs provided for in Article 16, in respect of the entire calendar month in which the leave has been granted. The employee may maintain membership in the benefit programs in which he was enrolled immediately prior to such

leave of absence without pay, provided that the benefit programs so permit and that the employee pays the total cost of the premiums to the Employer.

19.03 a) For full time employees, credits for service or seniority, vacation or sick leave shall not accrue or accumulate to an employee during the period of an unpaid leave of absence with extends beyond fourteen (14) calendar days.

b) For part time employees, seniority shall not accrue during the leave of absence.

19.04 Court Leave: An employee who is summoned for jury duty or is compelled by subpoena to attend as a witness before a court tribunal or hearing in Canada related to the Employer's place of business, except in cases involving personal litigation, shall not suffer any loss of salary, wages or seniority while so serving. Remuneration paid to the employee by the court must be turned over to the University.

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

The employee will come to work during those regularly scheduled hours that he is not required to attend court.

19.05 Pregnancy and Parental Leave:

a) An employee who has completed 13 weeks of continuous service is entitled to Pregnancy and/or Parental Leave in accordance with the Employment Standards Act.

b) Pregnancy leave may be granted at any time within 17 weeks of the expected date of birth. Parental Leave applies to members of the bargaining unit who are new parents. In accordance with the Employment Standards Act, the following terms and conditions will apply:

i) In the case where a birth mother has taken Pregnancy Leave, Parental Leave must commence no later than upon the expiration of the Pregnancy Leave, and may continue for a maximum of 61 weeks.

ii) In the cases of all other new parents, the Parental Leave commences any time after the date of birth or custody of the child, but no later than 78 weeks after such date of birth or custody, and may continue for a maximum of 63 weeks.

c) The employee must give her supervisor a minimum of two (2) weeks' notice in writing of the date she intends to begin her leave.

d) If an employee on Pregnancy or Parental Leave wishes to change the date of return to work, the employee will give the Employer four (4) week's written notice before the new date of her intention to return.

e) Should an approved leave of absence without pay be extended to an employee beyond the approved pregnancy/parental leave, the provisions respecting benefits specified in Article 20.02 will not apply.

f) A full time 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 her pregnancy leave benefits under the Employment Insurance Act topped up to 95% of the member's regular salary. Any full time employee disentitled or disqualified from receiving employment insurance benefits is not eligible for Supplemental Employment Benefits (SEB). Full time employees do not have the right to SEB payments except as specified in the plan. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

Pregnancy leave with supplemental salary is granted on the understanding that the full time employee shall return to the University. In the event that a full time employee is unwilling or unable to make the commitment to return to the University following her leave, pregnancy leave shall be taken without pay.

In the event that a full time employee does not fulfill her obligation to return to the University, she shall be obliged to repay to the University any supplemental monies received during her pregnancy leave.

A full time employee must qualify for and be entitled to EI benefits to receive the top-up benefit and must apply for EI benefits before the top-up benefit becomes payable. The full time employee shall provide the Employer with proof that she is receiving such benefits.

At no point shall payments made under 19.05 f) exceed the amount of top up available under the twelve (12) month Employment Insurance rate.

19.06 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 three (3) days.

19.07 A full time employee is entitled to two (2) days paid leave within two (2) weeks of the birth of his/her partner's child provided he/she does not take Parental Leave.

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

ARTICLE 20 - UNIFORMS

20.01 Upon successful completion of the probationary period, the Employer agrees to provide, at no cost to the employee, his initial uniform and adequate replacement uniforms according to Article 20.02 It is understood that every employee shall take the best possible care of all articles and uniforms and that every employee shall wear his uniform in presentable condition during his working hours. The uniforms shall remain the property of the Employer.

20.02 a) Replacement by the Employer of uniforms for Security Guards shall normally be carried out according to the following periods of time:

ARTICLE	ISSUE
Ball Cap	Until unfit for service
Shirts	Until unfit for service
Dress Shirt	Until unfit for service
Sweater	Until unfit for service
Trousers	2 pairs per year
Tie	Until unfit for service
Parka	Until unfit for service
Raincoat	Until unfit for service
Winter Hat	Until unfit for service

Upon presentation of a valid sales receipt to the Director, Security Services, the employer shall reimburse each full time Security Guard's up to one hundred dollars (\$100.00) per year or up to two hundred dollars (\$200.00) every two years towards the purchase of CSA approved safety footwear.

b) Replacement by the Employer of uniforms for the Associate Security Guards shall normally be carried out according to the following periods of time:

ARTICLE	ISSUE
Shirts	Until unfit for service
Dress Shirt	Until unfit for service
Sweater	Until unfit for service
Trousers	2 pairs per year
Tie	Until unfit for service
Ball Cap	Until unfit for service

Upon presentation of a valid sales receipt to the Director, Security Services, the Employer shall reimburse each full time Associate Security Guard up to one hundred dollars (\$100.00) or up to two hundred dollars (\$200.00) every two years toward the purchase of CSA approved safety footwear.

c) All employees shall be required to wear appropriate safety footwear while at work. Appropriate footwear is of a grade and with features required for the job, as specified by the University. The colour and style of all footwear must be approved in advance by the Director, Security Services.

20.03 An employee requesting any uniform replacement prior to the normal period of wear as outlined in Article 21.02 must receive approval for such issue from the Director, Security Services.

20.04 The employer shall supply and each employee shall carry a pictured identification card which includes an identification number which identifies the employee to be a Security Guard or an Associate Security Guard II of Lakehead University Security Services.

20.05 All items of uniform and equipment on charge to an individual employee shall be returned to the Employer on termination of employment.

20.06 An employee, found by the Director, Security Services, to be misusing or unable to satisfactorily account for item(s) of uniform and equipment on his charge may be held financially

liable for replacement or repair of such item(s).

20.07 *Summer Dress:* Unless requested for a specific purpose, tie and hat are optional for June, July and August. If a tie is not worn, then only the top button may be undone.

ARTICLE 21 – BULLETIN BOARDS AND AMENITIES

21.01 The Employer will provide a bulletin board for the purpose of posting notices regarding meetings and other matters restricted to Union activity. All such notices must be signed by a Guard of the Union and submitted to the Director, Security Services for approval prior to being posted.

21.02 The Employer will provide adequate accommodations as close to the main area of duty as possible for the employees within the bargaining unit to have meals, and lockers to keep uniforms and other personal effects separate from other employees and all other persons as where is practical.

ARTICLE 22 – TERM OF AGREEMENT

22.01 This Agreement shall continue in effect until June 30, 2021 shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing not less than thirty (30) and not more than ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

ARTICLE 23 – DISCIPLINARY MEASURES

23.01 Discipline of a member shall be only for just cause.

ARTICLE 24 – ACCESS TO RECORDS

24.01 Employees shall have a right of access to their records administered by the Office of Human Resources for the purpose of ensuring accuracy and completeness. Access is gained through advance written notice of five (5) calendar days to the Associate Vice-President, Human Resources.

24.02 An employee having had access to his records, may request corrections of, or amendments to, the contents of any such records. If the request is denied he may submit a notation indicating his disagreement.

24.03 Any reprimand or warnings given in writing and becoming part of an employee's file shall be destroyed after twenty-four (24) months has elapsed, providing another warning or reprimand relating to a similar offence has not been given within that period.

ARTICLE 25 – POSTINGS AND FILLING VACANCIES

25.01 When a vacancy occurs or a new position is created inside the bargaining unit the Employer shall notify the Union Steward in writing and post notice of the position via the University website.

25.02 The posting shall clearly indicate the date of closing of competition, salary range, and the location or person to whom applications shall be made. The posting period shall be for not less than ten (10) working days from date of posting. Such posting shall not preclude the Employer from advertising outside the University.

25.03 The posting shall contain:

- i. Job title
- ii. Current hours of work
- iii. Qualifications
- iv. a brief description of the position

25.04 The Employer will base its selection of the successful applicant to fill a posted vacancy on the applicant's current demonstrated: ability, knowledge, education, skill, experience, physical requirements and previous work record for internal applicants. If the selection is to be made from two (2) or more applicants whose current demonstrated ability, knowledge, education, skill, experience, physical requirements and previous work record are considered to be relatively equal, the applicant from the bargaining unit with the greater seniority will be selected. Outside applicants are considered to have no seniority.

25.05 The Union shall be notified of all appointments within fifteen (15) working days

25.06 Any employee on an approved absence shall be entitled to make application for a vacancy.

25.07 If a full time vacancy is likely or known to exceed thirty (30) days, the Employer may post a term position to fill the vacancy.

ARTICLE 26 – WAGES

26.01 The wage grid is set out in "Schedule A" attached to and forming part of the collective agreement.

The Director of Security Services will automatically promote a guard within the steps based on the following:

- 1) For full time employees, steps in the Salary Scale are based on one (1) year of service on their anniversary date of hire.
- 2) For part time employees, steps in the Salary Scale are based on 2080 hours.

Progression through the grid may be held based on unsatisfactory performance.

SCHEDULE "A"

July 1, 2019 - Rates

Classification	Start	Year 1	Year 2	Year 3
Cadet	\$15.75	n/a	n/a	n/a
Associate Security Guard	\$16.92	\$17.21	\$17.50	\$18.40
Security Guard	\$18.40	\$19.02	\$19.63	\$22.27
Senior Security Guard	\$21.50	\$21.96	\$22.40	\$24.54

July 1, 2020

Classification	Start	Year 1	Year 2	Year 3
Cadet	\$15.91	n/a	n/a	n/a
Associate Security Guard	\$17.09	\$17.38	\$17.68	\$18.58
Security Guard	\$18.58	\$19.21	\$19.83	\$22.49
Senior Security Guard	\$21.72	\$22.18	\$22.62	\$24.79

A cadet is a security employee hired as an apprentice to gain the required qualifications and experience of the Associate Security Guard or Security Guard, as set out by the employer.

A Cadet position is limited to three-months duration with an option to extend by mutual agreement.

The Lead-hand rate will be paid to the assigned Security Guard or Associate Security Guard when training the cadet.

There shall be no more than two cadets at any one time.

The cadet position is intended to be a training position and is not a replacement of current complement of Associate and/or Security Guards.

Associate Security Guard - is a Security Guard hired as an "Associate Security Guard" based on the qualifications and responsibilities for the role as set out by the employer. For implementation purposes this will include Part-Time and Security Guard II positions both in Thunder Bay and Orillia.

Security Guard - is a Security Guard hired as a "Security Guard" based on the qualifications and responsibilities as set out by the employer. For implementation purposes this includes full-time Security Guard I positions and any new full-time Security Guard positions developed in Orillia.

Senior Security Guard - is a Senior Security Guard hired as a "Senior Security Guard" based on the qualifications and responsibilities as set out by the employer. For implementation purposes this includes the two individuals currently within this classification.

Payment of required Government testing, licenses and renewals will be paid by the University as long as the employee successfully completes the requirements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in the City of Thunder Bay, in the Province of Ontario, by their duly authorized officers and representatives dated this the 7th day of October **2019**.

Signed For:

BOARD OF GOVERNORS
LAKEHEAD UNIVERSITY

UNITED STEELWORKERS
LOCAL 5294

Signature on File

Signature on File

Ian Kral
Manager, Human Resources & Organizational
Development

Herb Daniher
Staff Representative, USW District #6

Signature on File

Signature on File

Lorne Clifford
Director, Security Services

Greg Croft
Steward

Signature on File

Signature on File

Adam Shaen
Associate VP, Human Resources

Bernie Chasse
Union Representative

**LAKEHEAD UNIVERSITY
AND
UNITED STEELWORKERS
LOCAL 5294**

LETTER OF UNDERSTANDING #1

Re: 12/8 Hour Shift Rotation

Note: It is understood and agreed that the intent of this agreement is to ensure that implementation of the "12" hour shifts schedule results in no increase to the cost of the University's operations nor deterioration of efficiency of productivity. Should problems be identified subsequent to implementation which are not addressed by the agreement, the parties agree to meet and resolve such problems in a manner consistent with this intent.

1. A "12" hour shift for employees working 8.00 hours (2080 annual hours) will be 12.00 paid hours to be scheduled at 12.00 hours.
2. For full-time employees there shall be twenty (20) regular "12 hour" shifts in each three (3) consecutive bi-weekly periods, or a combination of 12 hour and regular shifts as defined in Article 12, during each three (3) consecutive bi-weekly pay period that will equal the regular hours of the classification as defined in Article 12.
3. Each "12" hour shift shall be inclusive of two (2) paid thirty (30) minute meal/rest period (s) as assigned by the University.
4. Overtime shall be authorized time worked in excess of scheduled hours as defined in #1 & 2 above.
5. Shift differential shall be paid in accordance with Article 13.03 of the Collective Agreement. Where an employee works a "12" hour shift, shift differential shall be paid for any hours worked between 4:00 pm and 8:00 am. Rates paid will be in accordance with Article 13.03.
6. The paid vacation entitlement received under the "12" hour shift schedule pattern shall correspond exactly in hours to the paid vacation entitlement in Article 14 on regular hours (as defined in Article 12) shift pattern.
7. An employee required to work on a Paid Holiday shall be paid at the rate of one and one-half (1-1/2) times the basic rate of pay for scheduled regular hours and in addition full-time employees shall receive an alternate eight (8.00) hours day in lieu at the basic rate of pay.
8. Sick leave shall be paid in accordance with the scheduled shift hours.
9. In the administration of the twelve (12) Hour Shift Understanding, the provisions of Article 12.01, 12.02 and 12.03 do not apply.
10. Whenever the existing collective agreement refers to "a day's pay" or similar terminology, such shall be construed to mean "8 hours pay" or similar compensation calculations.
11. Employees not normally working twelve (12) hour shifts can be scheduled twelve (12) hours.
12. Upon a minimum of 60 days' notice, the Employer or the Union may discontinue the modified shift schedule.

SIGNED FOR:

**BOARD OF GOVERNORS
LAKEHEAD UNIVERSITY**

**UNITED STEELWORKERS
LOCAL 5294**

DATE, 2019

**LAKEHEAD UNIVERSITY
AND
UNITED STEELWORKERS
LOCAL 5294**

LETTER OF UNDERSTANDING #2

Re: 10/8 Hour Shift Rotation

Note: It is understood and agreed that the intent of this agreement is to ensure that implementation of the "10" hour shifts schedule results in no increase to the cost of the University's operations nor deterioration of efficiency of productively. Should problems be identified subsequent to implementation which are not addressed by the agreement, the parties agree to meet and resolve such problems in a manner consistent with this intent.

1. A "10" hour shift for employees working 8.00 hours (2080 annual hours) will be 10:00 paid hours to be scheduled at 10.00 hours.
2. For full-time employees there shall be twenty-four (24) regular "10 hour" shifts in each three (3) consecutive bi-weekly periods, or a combination of 10 hour and regular shifts as defined in Article 12, during each three (3) consecutive bi-weekly pay period that will equal the regular hours of the classification as defined in Article 12.
3. Each "10" hour shift shall be inclusive of one (1) paid thirty (30) minute meal period and two (2) paid ten (10) minute rest periods.
4. Overtime shall be authorized time worked in excess of scheduled hours as defined in #1 & 2 above.
5. Shift differential shall be paid in accordance with Article 13.03 of the Collective Agreement. Where an employee works a "10" hour shift, shift differential shall be paid for any hours worked between 4:00 pm and 8:00 am. Rates paid will be in accordance with Article 13.03.
6. The paid vacation entitlement received under the "10" hour shift schedule pattern shall correspond exactly in hours to the paid vacation entitlement in Article 14 on regular hours (as defined in Article 12) shift pattern.
7. An employee required to work on a Paid Holiday shall be paid at the rate of one and one-half (1-1/2) times the basic rate of pay for scheduled regular hours and in addition full-time employees shall receive an alternate eight (8.00) hours day in lieu at the basic rate of pay.
8. Income Protection shall be paid in accordance with the scheduled shift hours.
9. In the administration of the ten (10) Hour Shift Understanding, the provisions of Article 12.01, 12.02, and 12.03 do not apply.
10. Whenever the existing collective agreement refers to "a day's pay" or similar terminology, such shall be construed to mean "8 hours pay" or similar compensation calculations.
11. Employees not normally working ten (10) hour shifts can be scheduled ten (10) hours.
12. Upon a minimum of 60 days' notice, the Employer or the Union may discontinue the modified shift schedule.

SIGNED FOR:

**BOARD OF GOVERNORS
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DATE, 2019

**LAKEHEAD UNIVERSITY
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LETTER OF UNDERSTANDING #3

Re: Hours of Work

The current hours of work for Security employees is as follows:

4 hour shifts:

4:00 p.m. to 8:00 p.m. (4 hours)

8 hour shifts:

7:00 a.m. to 3:00 p.m. (8 hours)
8:00 a.m. to 4:00 p.m. (8 hours)
4:00 p.m. to 12:00 midnight (8 hours)
6:00 p.m. to 2:00 a.m. (8 hours)
12:00 midnight to 8:00 a.m. (8 hours)
10:00 a.m. to 6:00 p.m. (8 hours)

10 hour shifts:

8:00 a.m. to 6:00 p.m. (10 hours)
4:00 p.m. to 2:00 a.m. (10 hours)
5:00 p.m. to 3:00 a.m. (10 hours)

12 hour shifts:

7:00 a.m. to 7:00 p.m. (12 hours)
8:00 a.m. to 8:00 p.m. (12 hours)
4:00 p.m. to 4:00 a.m. (12 hours)
6:00 p.m. to 6:00 a.m. (12 hours)
7:00 p.m. to 7:00 a.m. (12 hours)
8:00 p.m. to 8:00 a.m. (12 hours)

These hours of work will not be adjusted without 30 days' notice.

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LETTER OF UNDERSTANDING #4

Re: 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 subject to mutual agreement between the employee and his/her Supervisor.

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

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

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LETTER OF UNDERSTANDING #5

Re: Vacation Implementation

The Employer and Union agree to meet within 60 days of ratification to discuss the implementation of the vacation process. The article that would apply is 14.01 b) and 14.04 and the date of implementation.

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LETTER OF UNDERSTANDING #6

Re: On-Call Shifts for Senior Security Guards

The University and the Union agree the Senior Security Guards may be placed on a weekend on-call status.

The on-call status will be rotational with the Director of Security, scheduled at the Director's discretion.

For a two day weekend, generally commencing at 8 p.m. on Friday and ending at 8 a.m. the following Monday, the employee shall receive eight (8) hours at regular time in lieu of pay to be taken within four (4) months at a mutually agreeable time.

For a three day weekend, generally commencing either at 8 p.m. on Thursday and ending at 8 a.m. the following Monday, or, alternatively, generally commencing at 8 p.m. on Friday and ending at 8 a.m. the following Tuesday, the employee shall receive twelve (12) hours at regular time in lieu of pay to be taken within four (4) months at a mutually agreeable time.

If the lieu time is not taken within the stated time period the Employer will schedule the day off, or pay out the time in lieu.

If the employee is called during this time, they shall receive pay as per the Call-In terms outlined in Article 12.12.

SIGNED FOR:

**BOARD OF GOVERNORS
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**UNITED STEELWORKERS
LOCAL 5294**

DATE, 2019

FOR INFORMATION ONLY

This section has been included for information only and is not to be regarded as part of the Collective Agreement.

1. Policy on Harassment and Discrimination
2. Policy on Indemnification

POLICY

Human Resource: Harassment and Discrimination Policy and Procedures

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

Effective Date: September 16, 1994 [Revised 28 February 2008]

It is the University's intent that, for the duration of this Agreement, the following policy and procedures shall apply with respect to Harassment and Discrimination:

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.

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 expeditiously and effectively as possible. The University will endeavour to have the investigation concluded within ninety (90) days of receipt of the complaint.
- 11) The investigation will normally include interviews with the complainant, interviews with the respondent(s), and interviews with others considered by the investigator to have information relevant to the complaint. The investigation will be conducted pursuant to rules of natural justice.
- 12) Upon completion of the investigation, the investigator shall give a written report of the investigation to the President with a copy to the Coordinator.
- 13) The report to the President shall include: determination on whether the complainant has established that harassment and/or discrimination as defined in the policy has occurred, a review of the facts, findings on the facts and the reasons/grounds on which such determination was based, recommendations on sanctions and/or redress if appropriate, and other such relevant information.
- 14) Where the complaint involves allegations against President, the Chair and Vice-Chairs of the Board of Governors will perform the role assigned to the President in paragraphs, 2.7, 2.9, 2.12, 2.13, 2.15 and 2.16 of the Procedures.
- 15) Within ten (10) days of receiving the investigator's report, the President will give a copy of the investigator's report to the complainant and the respondent and will advise them of his/her decision regarding resolution of the complaint.
- 16) The President may elect not to appoint an investigator to a complaint of alleged harassment and discrimination for reasons which include but are not limited to the following:
 - a) the complaint is not based on a protected ground under the Ontario Human Rights Code;
 - b) the complaint is not based on conduct or comment that fits the definition of harassment or discrimination set out under this policy;
 - c) the complaint is malicious, trivial, vexatious or made in bad faith;
 - d) the complaint has been addressed or is being addressed through another resolution process available to the parties;
 - e) the complaint has been subject of a formal complaint to the police or the Ontario Human Rights Commission.

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

6.3 Systemic Complaint/Unknown Respondent Process

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

POLICY

Legal: Indemnification

Approved By: Board of Governors

Effective Date: September 5, 1991 [Revised 18 September 1998; 17 June 1999]

1. RATIONALE

There is an increasing occurrence of legal claims and actions against organizations and their employees, with significant costs of defending against such claims and actions. This has given rise to Lakehead University (the "University") establishing a policy (the "Policy") to assist its employees in understanding the extent of the University's indemnification for legal costs incurred by its employees as a result of claims and actions brought against the University and/or its employees, and arising out of employees' employment duties.

2. POLICY

It is the policy of Lakehead University to provide a legal defence and to pay for the legal costs in the event that an employee has need for legal representation as a result of proceedings arising from her/his employment duties, subject to the following guidelines.

3. GUIDELINES

3.1 Employees of the University are expected to exercise their employment duties in conformity with government legislation and regulations, in good faith, in a reasonable manner, and in accordance with other University policies, procedures and practices.

3.2 The University cannot support nor condone activities by its employees which are illegal, malicious or in deliberate contravention of recognized policies, procedures and practices of the University and any relevant legislation applicable to employees of the University.

3.3 The Policy is not intended to provide any legal representation to an employee who asserts a claim or action against the University and/or another employee of the University.

3.4 The University carries a general liability insurance policy, an errors and omissions liability insurance policy and an automobile liability policy (the "Insurance Policies") under which the insurers (the "Insurers") will provide a legal defence to any action or claim commenced against the University or its employees and will pay all sums that the University and/or its employees are obligated to pay as damages in respect of any claim or action made against the University and/or its employees provided that the claim or action is covered under the terms of the Insurance Policies and, in addition, only to the extent of the limits of the Insurance Policies. The Insurance Policies specifically do not cover criminal or quasi-criminal action arising from an employee's employment duties.

3.5 Where the action or claim against the employee of the University is covered under any of the Insurance Policies, legal counsel and representation will be provided to the employee in accordance with the terms of the applicable Insurance Policy.

3.6 In the event that a claim or action of a criminal or quasi-criminal nature or any other claim outside the terms of the coverage provided to the University employees under the Insurance Policies, and arising out of employment duties, is made against an employee of the University, the University will determine whether or not a legal defence will be provided under the Policy. In instances where the University does not provide a legal defence, and where the event would be

of a nature that would normally fall under the Policy, and the employee is subsequently found not guilty or not responsible in respect to the claim or action, the University will pay the employee's legal costs as agreed to by the University or alternately as assessed by the appropriate Assessment Officer.

3.7 Nothing under this Policy shall be construed to obligate the University to provide any legal defence to the employee or to pay any fines or damages that may be assessed against the employee in respect of any claim or action except to the extent of its obligations under this Policy.

3.8 In the event that an employee is named by a student(s) as a respondent in a matter to be adjudicated by an internal tribunal of the University and, where the student(s) has legal representation, the University will provide legal counsel upon the request of the employee.

3.9 Subject to the terms of this Policy, the University is under no obligation to assume the costs for legal defence of an employee when the legal counsel has been secured by the employee without the permission of the University.

PROCEDURE

4.1 The employee named in a claim or action shall, within three (3) working days of receipt of the claim or action, report the matter in writing to the Department Chair/School Director or Dean (in the case where the employee is a member of the Faculty) and to the appropriate Supervisor or Director (in the case of other employees) who will then refer the matter immediately to the appropriate Vice-President. When providing notice to the University in this regard, the employee will provide the University with a copy of any court or other documents served on the employee. Any failure on the part of the employee to report the claim or action on a timely basis may result in the Insurer denying coverage under the Insurance Policies. If the Insurer does not respond to provide a legal defence and coverage and it is felt by the University that its position has been prejudiced as a result of the delay on the part of the employee, it may, in its discretion, deny the application of this Policy to the claim or action.

4.2 The occurrence will then be reviewed by the Vice-President and the Risk Manager (Director of Finance) who will report the occurrence immediately to the Insurers under the Insurance Policies, requesting a prompt reply as to the assumption of responsibility for legal defence for the employee.

4.3 In the event that the Insurers under the Insurance Policies do not provide a legal defence to the employee, the Vice-President will determine, in her/his sole discretion, whether or not a legal defence will be provided to the employee by the University. If the decision is made to provide the legal defence to the employee, legal counsel will be selected at the discretion of the University. The decision of the University in this regard will be provided to the employee in writing as soon as reasonably possible after receipt of the notice of claim or action from the employee and after receipt of a response from the Insurers under the Insurance Policies.

4.4 Where a legal defence is provided by the University and/or the Insurers, the employee will fully co-operate with respect to all matters pertaining to the claim or action and will assist the University and legal counsel with respect to a defence of the claim or action. Where the University determines that the employee has failed on a reasonable basis to provide the co-operation and assistance with respect to the defence of the claim or action, or has failed to disclose or has misrepresented relevant information concerning the claim or action, then the

University shall, in its sole and absolute discretion, have the right to decline any further legal representation for the employee.

5. REVIEW

5.1 The Policy will be subject to review within three years from the date of implementation.

6. IMPLEMENTATION

This Policy will be implemented following review by the Insurers of the University and upon approval by the Board of Governors.