

**COLLECTIVE AGREEMENT**

**BETWEEN**

**LAKEHEAD UNIVERSITY**  
(Hereinafter called the "University")

of the First Part;

**AND**

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION**  
**LOCAL 96**  
(Hereinafter called the "Union")

of the Second Part

**JULY 1, 2006 TO JUNE 30, 2009**

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## **ARTICLE 1 -GENERAL PURPOSE**

**1.01**        **WHEREAS** the University and the Union recognize their mutual interest in establishing and maintaining satisfactory relations in matters pertaining to wages, hours and other conditions of employment, and providing means for the prompt and fair settlement of all disputes arising from the application or interpretation of this Agreement,

the parties mutually agree as follows:

## **ARTICLE 2 - INTERPRETATION**

**2.01**        Wherever the feminine gender is used in this Agreement, the masculine gender is included.

## **ARTICLE 3 - LEGISLATIVE CHANGES**

**3.01**        Should any article of this Agreement be determined illegal by any judicial or legislative action, the remaining articles shall continue to be operative and binding upon both parties hereto.

## **ARTICLE 4 - RECOGNITION**

**4.01**        The University recognizes the Union as the sole and exclusive collective bargaining agent for its office and clerical employees (as defined in Schedule B) employed at Lakehead University, Thunder Bay, Ontario, save and except:

- a)**      professional employees;
- b)**      supervisors, and employees whose positions are classified as Grade 9 or above;
- c)**      persons regularly employed for less than 20 hours per week;
- d)**      students employed during their vacation periods;

- e) all persons employed in the offices of the President, Vice President, Assistant to the President and the Director of Human Resources;
- f) nine (9) executive secretaries;
- g) three (3) persons employed in the Finance (Payroll) Department; and
- h) persons excluded by the Labour Relations Act of Ontario.

**4.02** For part time employees as defined in Schedule B - Employment Classifications, the following Articles of this Agreement shall not apply or shall only apply in the modified manner set forth in the specific Article: 4 (Recognition); 10 (Employment Opportunities); 12 (Seniority, Layoff and Recall); 15 (Hours of Work and Overtime); 17 (Paid Holiday); 18 (Vacations); 19 (Sick Leave); 20 (Maternity and Adoption Leave); 23 (Health, Insurance and Pension); and Schedule A.

**4.03** For casual employees as defined in Schedule B - Employment Classifications, the provisions of this Agreement do not apply.

**4.04** Temporary Employees as defined in Schedule B will not be covered by the provisions of this agreement save and except payment of union dues and being hired at the start rate or more for the level of work being performed.

**4.05** The University agrees that supervisory personnel will not perform duties that are normally assigned to Bargaining Unit employees except for the purpose of:

- a) training employees
- b) holiday relief
- c) short-term illness relief
- d) emergencies when bargaining unit members in the department are not

available.

## **ARTICLE 5 - RELATIONSHIP**

**5.01** Each of the parties hereto agrees that there will be no discrimination, interference, restraint, or coercion exercised or practised upon any employee because of participation or lack of participation in Union activities.

**5.02** The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the University except as specifically provided for in this Agreement.

**5.03** All present employees covered by this Agreement shall become members of the Union and shall continue as such for the duration of this Agreement as a condition of employment.

**5.04** It is agreed that a representative of the Union shall be given the opportunity to interview each new employee prior to the completion of the probationary period for the purpose of informing such employee of the existence of the Union, its dues and other information that is in this Agreement and have such employee sign an application for membership in the Union. Such interviews shall not exceed ten minutes.

**5.05** A new employee covered by this Agreement shall become and remain a member of the Union not later than the completion of her/his probationary period and for the duration of this Agreement. Such employee shall pay equivalent monthly Union dues commencing after her/his first full month of employment.

**5.06** The University will not be required, as a Union shop condition, to discharge any employee for reasons other than non-payment of Union initiation fees or dues, uniformly required by all members.

**5.07** The University will deduct from the salaries of Union members Union initiation fees, dues and special assessments laid down by the constitution and bylaws of the Union (see Article 22.07).

**5.08** The Union shall notify the Director of Human Resources in writing of any authorized change to initiation fees, dues and special assessments at least twenty (20) working days prior to the effective date of the change. If such deductions require modifications to the University payroll system, the parties will meet to discuss and mutually agree to such changes. The changes shall become effective on the first day of the following month.

**5.09** At the end of each calendar month and prior to the tenth of the following month, the University shall remit by cheque to the Secretary-Treasurer of the Union the total of the deductions made.

**5.10** The University agrees to provide the Union, on a monthly basis, with an alphabetical listing of the full names of all employees from whom Union initiation fees or dues have been deducted.

**5.11** The University agrees to notify the Union in writing of hires, transfers, promotions, demotions, job evaluation results, layoffs, terminations, recalls, leaves of absence, suspensions, disciplinary action and discharges.

**5.12** Should an employee be promoted or transferred outside the Bargaining Unit, deductions of the Union dues shall automatically be cancelled.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

**6.01** The Union acknowledges that it is the exclusive right of the University, provided that this right is not exercised in a manner inconsistent with the terms of this Agreement:

- a)** to generally manage the affairs of the University;
- b)** to maintain order, discipline, efficiency, and to establish and from time to time to alter rules and regulations to be observed by employees;
- c)** to hire, transfer, classify, promote, demote, layoff, recall, assign duties, and to suspend, discipline, or discharge any employee for just cause;
- d)** to inform the Union Committee in writing of any changes concerning rules and regulations as referred to in (b) above as they are initiated.

## **ARTICLE 7 –COMMITTEE PERSONS**

**7.01** The Union Committee shall consist of five (5) employees of the University, one of whom may be the President or Vice President of the Union. The Union Committee shall cooperate with the University in the administration of this Agreement and shall deal with all grievances, negotiations and any matter properly arising out of this Agreement.

**7.02** The names of Committeepersons, chairpersons and members of the Union Committees shall be given to the University in writing. The University shall then notify the supervisors of the Committeepersons in writing, briefly outlining the duties of the Committeeperson.

**7.03** The University undertakes to instruct all members of its supervisory staff to cooperate with the Committeepersons in the carrying out of the terms and requirements of this Agreement.



**7.04** The privilege of a Committeeperson to leave work without loss of wages to attend to business between the Union and the University is granted on the following conditions:

**a)** there shall be no solicitation of members, discussion of grievances (except in the case of discharged persons) or other Union activities during working hours, except as specified in this Agreement;

**b)** in discussion of complaints and/or grievances, a reasonable time may be granted and the University may limit time devoted to discussion of complaints and/or grievances if it deems the time so used to be excessive;

**c)** before leaving the work area to attend to authorized Union business, the Committeeperson concerned shall obtain the permission of the supervisor. Such permission shall not be unreasonably withheld.

**d)** before entering a department to discuss Union business, a Committeeperson or Union Officer must first contact the supervisor to advise as to the general nature of business.

**7.05** The Union Committee shall be entitled to have present and be represented by a representative of the Canadian Office and Professional Employees' Union at all meetings between the University and the Union.

**7.06** No person shall be present as a member of the Union Committee for the consideration of their own personal grievances.

**7.07** No employee or group of employees shall undertake to represent the Union at meetings with the University without the proper authorization of the Union. Such authorization shall be provided to the Human Resources Department in written form.

**7.08** The University agrees to hold regular meetings with the Union Committee to discuss items of mutual interest. These meetings will be scheduled for the first Wednesday

of every month, provided that either party presents an agenda to the other party by the preceding Monday.

## **ARTICLE 8 - PROHIBITION OF STRIKES, WORK STOPPAGES AND LOCKOUTS**

**8.01** During the term of this Agreement, the University or its representative(s) shall not cause any lockouts, and the Union agrees that neither it nor its member(s) shall cause or sanction any strikes, slowdowns, or other interruption of work. If such action should be taken by the employees, the Union will instruct the said employees to return to work and to perform their regular duties and to resort to the established grievance procedures.

## **ARTICLE 9 - PROBATIONARY AND TRIAL PERIODS**

**9.01** A new employee shall be considered a probationary employee until the employee has completed up to four **(4)** months of continuous service within the bargaining unit.

When an extension of the probationary period may be necessary, the supervisor will meet with the employee to discuss the reason(s) for an extension. After this meeting, the probationary period for an employee may be extended by mutual agreement between the University and the Union for up to a further two (2) months. The Union shall be advised in writing of the University's intent within the initial four **(4)** month probationary period. Agreement to extend a probationary period will not be unreasonably withheld.

The discharge, termination, or layoff of a probationary employee is within the sole discretion of the University. Such discretion shall not be exercised in a discriminatory, arbitrary or capricious manner.

**9.02 a)** An employee transferred or promoted to a new position within the Bargaining Unit shall be considered to be on a trial period for up to three (3) continuous months. When an extension of the trial period may be necessary, the supervisor will meet with the employee to discuss the reason(s) for an extension. After this meeting, the trial

period for an employee may be extended by mutual agreement between the University and the Union for up to a further *two* (2) months. The Union shall be advised in writing of the University'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 be returned, subject to Article 12.02, to her/his previous position without loss of seniority or salary progression, and such action shall not be made the subject of a grievance. If an employee is returned to her/his previous position, reasons for such return will be provided to the Union upon request.

**9.03** An employee who is on a probationary or trial period is restricted from bidding on a posting during her/his probationary or trial period unless mutually agreed to by the University and the Union.

**9.04** In the event that the probationary or trial period is extended, all affected probationary and/or trial periods shall be extended by the corresponding period of time.

**9.05** In the event that a trial period is not completed, any other employee promoted or transferred because of the re-arrangement of the position may also be returned to her/his former position without loss of seniority or salary progression subject to Article 12.02.

## **ARTICLE 10 - EMPLOYMENT OPPORTUNITIES**

**10.01** When a vacancy occurs or a new position is created or a position is reinstated within the Bargaining Unit, a notice of the position shall be posted on the following approved bulletin boards for five (5) working days:

Centennial Building  
Ryan Building  
Bora Laskin Building  
Residence Building  
Music and Visual Arts  
Regional Education Centre

Braun Building  
Library Building  
Athletic Building  
School of Nursing Building  
Avila Centre  
ATAC Building

and any building requested by the Union.

Any subsequent vacancy arising from:

- a) the filling of the original posting
- b) the termination or resignation of an employee on a probationary period
- c) the return to her/his former position of an employee on a trial period

shall be posted for a period of five (5) working days.

The posting shall show the level, job title and the basic requirements for the position.

Applicants for a posted vacancy shall apply in writing on an approved form provided by the Human Resources Department, on or before the expiry date of the posting.

When an employee's position is upgraded through job evaluation, the position will not be subject to posting.

Vacancies in Level 1 and part time positions will not be subject to posting.

**10.02** In this section, vacancies shall be defined as those resulting from death, retirement, resignation, termination, permanent promotion of an employee or the creation of a new position.

Once a vacancy has received Administrative Executive Committee (AEC) budgetary approval, it will be posted within ten (10) working days of the approval, and attempts will be made to fill the vacancy within twenty (20) working days.

**10.03** a) Full and part time applicants within the Bargaining Unit who meet the minimum posted requirements will be given first consideration when filling a vacancy. Interviews will be granted to those internal applicants who best meet the minimum posted requirements.

- b) Among internal applicants for the posted vacancies, the following factors shall be considered:
- c) Among internal applicants for the posted vacancies the following factors shall be considered;
  - i) the ability to perform in an efficient manner the required duties of the posted position as demonstrated through previous experience, and;
  - ii) previous work record.

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

**10.04** If a member of the Bargaining Unit wishes to make application for a posted vacancy after the expiry date of the posting, such application shall be received and shall be considered in the same manner as an application received from a candidate who is not a member of the Bargaining Unit. The failure of an employee to succeed in a job posting for which an application for consideration was submitted after the expiry date for such posting shall not be made the subject of a grievance.

**10.05** Employees, upon prior consultation and agreement with the Union, may be required to demonstrate that they have the ability to do the work of the posted position.

**10.06** The University shall notify the Union in writing of the names and seniority of successful applicants within three (3) working days of the appointment.

**10.07** The successful applicant will be placed on a trial period as per Article 9.

**10.08** All internal applicants shall be notified by the University in writing of the name of the successful applicant within five (5) working days of the decision.

## **ARTICLE - 11 - EQUAL OPPORTUNITY**

**11.01** The University and the Union agree that there will be no discrimination against any employees or prospective employees in regard to employment because of race, colour, age (except for retirement as provided for in this Agreement), sex, sexual orientation, marital status, citizenship, ancestry, creed, ethnic origin, place of origin, family status and disability.

## **ARTICLE 12 –SENIORITY AND LAYOFF**

**12.01** Seniority shall be defined as length of continuous service in a full time position with the University from the date of hire in a COPE position and shall become effective after the successful completion of the probationary period as defined in Article 9.01. Seniority for part time employees is subject to Article 12.08.

**12.02 a)** When it has been determined by the University that layoffs and/or redundancies are to occur, the University and the Union shall meet to discuss the layoffs and/or redundancies and to identify those employees to be laid off or have their positions declared redundant.

**b)** An employee who has been laid off may bump an employee with less Bargaining Unit wide seniority in a position in the same or lower job classification, provided the employee has the necessary qualifications and abilities to perform the work in question.

Should an employee elect layoff in lieu of exercising bumping rights, the employee shall do so in writing within three (3) working days of receiving written notice of layoff.

**c)** If an employee's present position is declared redundant, the employee shall be transferred to the first vacant position within the same level and which the University has approved for re-staffing, provided the employee has the necessary qualifications and abilities to perform the work in question.

If an employee is serving a trial period and the employees previous position is declared redundant and the employee fails to satisfactorily complete the trial period, the employee shall be transferred to the first vacant position within the same level and which the University has approved for re-staffing, provided the employee has the necessary qualifications and abilities to perform the work in question.

Such vacant positions will not be posted as provided in Article 10 of this Agreement.

An employee who is transferred to a vacant position shall be given up to three (3) months to demonstrate the ability to perform the duties and responsibilities of the new position. An employee who fails to perform satisfactorily during the trial period shall be laid off.

When no vacancy is available, an employee shall be allowed to bump an employee with less seniority in a position in the same or lower job level provided the employee has the necessary qualifications and abilities to perform the work in question.

Should an employee elect layoff in lieu of exercising the transfer option, the employee shall do so in writing within three (3) working days of receiving written notice of transfer.

**d)** An employee who uses bumping rights to replace a less senior employee shall be given up to three (3) months to demonstrate the ability to perform the duties and responsibilities of the new position. An employee who fails to perform satisfactorily during this trial period shall be entitled to one additional bump at the same or lower job classification. Should the employee be unsuccessful in this position, the employee shall be laid off.

Any employee remaining on the payroll who was replaced by the above employee must return to their former position without **loss** of seniority or salary progression.

e) Layoffs are determined following the principle that employees shall be laid off in inverse order of their length of service in the position(s) designated for layoff. In determining the order of layoffs, the Vice President of the Union shall rank seniority over all employees and the Chair of the Bargaining Committee shall rank second. This seniority ranking provision does not apply:

i) where the Vice President or Bargaining Committee Chair is the only employee within a given department; or

ii) where the University's operating requirements would be unduly prejudiced by the application of this provision.

**12.03** Employees on layoff may apply for vacancies through the job posting procedure outlined under Article 10 – Job Opportunities.

**12.04** Promotions to positions excluded from the Bargaining Unit shall not be subject to the provisions of this Article.

**12.05** Two copies of the seniority list will be issued to the Union by the University no later than the end of January and July of each year;

**12.06** Employees who have been laid off due to lack of work and subsequently re-employed will have their length of service determined by the actual time they have been on the University's payroll subject to the conditions of Article 13.01 (c).

**12.07** It is recognized that the University has or may have positions within the Bargaining Unit that, from time to time because of the nature of the service rendered, require staffing for less than twelve (12) months a year. In such cases, where less than 12 month employment is identified on the job posting, the University may effect a layoff of such employees for a period of up to four (4) months without regard to the seniority and bumping



provisions of the Collective Agreement. For purposes of vacation, sick leave credits and benefits all accumulations or credits shall be based on the actual period worked.

The University shall advise the Union of the name, date of hire, level and job title of any individual to be employed under the conditions herein, and will meet to provide an explanation of the circumstances surrounding any such offer of employment, should the Union so request.

**12.08** Part time employees shall accumulate seniority based on hours worked, and if such an employee is appointed to a full time position then she/he shall be credited with her/his total continuous part time service for seniority (upon the successful completion of her/his probationary or trial period) and vacation leave entitlements. For the purposes of this article one year of service equals 1820 hours.

### **ARTICLE 13 - LOSS OF SENIORITY - TERMINATION**

**13.01** An employee shall lose her/his seniority standing (subject to complaint or grievance procedure) and her/his name shall be removed from the seniority list and her/his employment shall be terminated if:

- a) the employee voluntarily leaves the employ of the University or retires under the terms of the University Pension Plan;
- b) the employee is discharged and not reinstated;
- c) the employee has been laid off for a continuous period of twelve (12) months;
- d) the employee is absent from work without leave for more than two (2) consecutive days without providing a reason satisfactory to the University;
- e) the employee fails to report to work at the termination of a leave of absence without providing a reason satisfactory to the University.

**13.02** The inability of an employee to work by reason of illness or accidental injury shall not result in **loss** of seniority rights and termination of employment during a period of **two (2)** years and such period, after a review, may be extended by mutual consent of the University and the Union. The parties agree to that this clause will be interpreted in accordance with the Ontario Human Rights Code.

**13.03** 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 in respect to Union seniority. Employees who return to the Bargaining Unit within the one-year period shall be permitted to add together the time before and after transfer for purpose of Union seniority.

#### **ARTICLE 14 -GENERAL**

**14.01** In all instances where the term Committeewoman is used in this Agreement, the meaning will be deemed to be equivalent to the recognized term of Steward.

**14.02** When notice is required, the University shall send registered mail to an employee at the last address shown on the employment record or on the payroll records of the University, and such notice shall be deemed to have been given when delivered to the postal authorities.

**14.03** It is the responsibility of the employee to keep the University and the Union informed at all times of her/his correct address.

**14.04** The Union shall have the privilege of posting approved notices at specified locations within the buildings of the University. The University shall be furnished copies of all such notices prior to their posting and they shall be posted only after receiving approval from the Director of Human Resources.

## **ARTICLE 15 - HOURS OF WORK AND OVERTIME**

**15.01**            **a)**        For full time employees covered by this Agreement, the standard hours of work shall be seven (7) hours per day, as prescribed by the University, and exclusive of a one-hour lunch period. The standard work week shall consist of thirty-five (35) hours per week, such work to be performed in five (5) consecutive days from Monday to Friday. The above shall not constitute a guarantee of hours of work per day or hours of work per week. Prior to any departmental change to standard operating hours, written notice will be given to the Union.

**b)**        For part time employees covered by this Agreement, hours of work may be scheduled from Monday to Sunday, inclusive, as determined by the department head.

**15.02**            All employees shall be permitted a fifteen (15) minute rest period both in the first half and second half of the normal day's work.

**15.03**            Overtime pay will not be deducted due to lost time, if the lost time is due to illness or authorized leave of absence with pay.

**15.04**            Time in excess of the standard work day or standard work week must be authorized in writing by the employee's immediate supervisor. Employees shall be paid on the following basis for all such authorized hours:

- a)**        Monday through Saturday - time and one half;
- b)**        Sunday - double time;
- c)**        Paid Holidays - double time in addition to holiday pay.

**15.05**            Any employee may be granted time off, equivalent to overtime pay earned, if mutually agreeable to the employee and the employee's supervisor.

**15.06** Part time employees shall qualify for overtime at time and one-half their regular rate for all hours worked in excess of thirty-five (35) hours per week.

**ARTICLE 16 -WAGES**

**16.01** The wages during the term of this Agreement shall be those shown in Schedule A attached hereto and made a part of this Agreement.

**16.02** Wages shall be paid bi-weekly on Friday.

**ARTICLE 17 - PAID HOLIDAYS**

- 17.01** a) The University recognizes the following as paid holidays:
- |                |                  |
|----------------|------------------|
| New Year's Day | Civic Holiday    |
| Good Friday    | Labour Day       |
| Easter Monday  | Thanksgiving Day |
| Victoria Day   | Christmas Day    |
| Canada Day     | Boxing Day       |

and three (3) days as designated by the University to coincide with the University=s Christmas closure. If additional days off are required, employees will be given the option of charging the day(s) as vacation, overtime, or as leave without pay.

b) An employee who is required to work on a paid holiday shall be paid for the holiday and, in addition, will receive time and one half (1.5) the regular rate for all hours worked.

**17.02** Any paid holiday as designated by the University covered by this Agreement which falls on a Saturday will be observed on either the preceding Friday or the following Monday.

**17.03** Any paid holiday covered by this Agreement which falls on a Sunday will be observed on the following Monday.

**17.04** Each employee shall be paid for each holiday, provided that she/he works her/his regularly scheduled days or is on an approved paid leave of absence immediately preceding and immediately following such paid holiday, or if she/he has been absent on an approved unpaid leave of absence totalling no more than five (5) working days immediately preceding and/or following the holiday.

**17.05** Parttime employees shall receive University designated holidays with pay, with such calculations made in accordance with the provisions of the Employment Standards Act.

**17.06** Upon prior written request from the University (at least thirty (30) calendar days), the Union agrees to meet with the University regarding any change to the Paid Holiday Schedule. The Union will not unreasonably withhold consent to amend the Paid Holiday Schedule in an instance of this type.

## **ARTICLE 18 -VACATIONS**

**18.01** The year on which normal annual vacation entitlements are based is defined as the preceding period from July 1st to June 30th.

**18.02** An employee who has completed her/his probationary period shall be entitled to paid vacation in accordance with the following provisions:

**a)** an employee with less than one (1) year of service prior to June 30th each year is entitled to 0.833 days of vacation with pay for each month of service worked prior to that date;

**b)** an employee having completed twelve (12) months of service as of June 30th each year is entitled to two (2) weeks of annual vacation with pay;

**c)** an employee having completed three (3) years of service as of June 30th each year is entitled to three (3) weeks of annual vacation with pay, subject to Article 18.03;

**d)** an employee having completed eight (8) years of service as of June 30th each year is entitled to four (4) weeks of annual vacation with pay, subject to Article 18.03;

**e)** an employee having completed seventeen (17) years of service as of June 30th each year is entitled to five (5) weeks of annual vacation with pay, subject to Article 18.03;

**f)** Effective June 30<sup>th</sup>, 2003, an employee having completed twenty-five (25) years of service as of June 30<sup>th</sup> each year is entitled to five (5) weeks plus one (1) day of annual vacation with pay, subject to Article 18.03;

**g)** Effective June 30<sup>th</sup>, 2004, an employee having completed twenty-six (26) years of service as of June 30<sup>th</sup> each year is entitled to five (5) weeks plus (2) days of annual vacation with pay, subject to Article 18.03;

**18.03** For the purpose of clarifying Articles 18.02(c), 18.02(d), 18.02(e), 18.02(f) and 18.02(g) only, July 1st will be considered to be the anniversary date for employees whose employment commenced after July 1st but prior to December 31st. If such employees terminate their employment, vacation pay on severance will be calculated from their actual anniversary dates.

**18.04** If a paid holiday, as outlined in this Agreement, occurs during an employee's vacation period, she/he will be granted an additional day's vacation for each holiday in addition to her/his regular vacation time.

**18.05** Employees may be granted the vacation period preferred by the employee on a seniority basis at such time as may be mutually agreed upon by the employer and the employee.

**18.06** Subject to Article 18.03, an employee leaving the University's service is entitled to vacation pay as follows:

a) if the separation occurs after the annual vacation has been taken, the vacation pay will be pro-rated and paid for each month employed during the current year as per the preceding vacation schedule;

b) if the separation occurs before the employee has had annual vacation, the vacation pay will be the vacation pay earned as outlined in the preceding vacation schedule plus the vacation pay earned according to the foregoing Article 18.06(a).

**18.07** Vacation entitlements may not be carried over or accumulated from one vacation year to the next without prior approval from the supervisor and/or director/chairman. The Human Resources Department will be notified in writing of such arrangements. The vacation year runs from July 1st to June 30th. Vacations must be used within one year following the date of earning the vacation.

**18.08** Casual and temporary employees shall receive vacation pay in accordance with the Employment Standards Act, and such vacation pay will be shown separately and paid every pay period.

Part-time employees shall receive vacation pay as follows:

- a) less than 5,460 hours of service, 4%;
- b) between 5,460 hours and 14,560 hours of service, 6%;
- c) between 14,560 hours and 30,940 hours of service, 8%;
- d) between 30,940 hours and 45,500 hours of service, 10%;
- e) after 45,500 hours of service, 10.4%;
- f) after 47,320 hours of service, 10.8%.

## **ARTICLE 19 - SICK LEAVE**

**19.01** Sick leave shall be interpreted as any period of time when an employee no longer on probation is absent from work with full pay due to sickness or non-compensable accident (under the terms of the Workplace Safety and Insurance Act) rendering the employee unable to perform her/his regular duties.

**19.02** Employees who have completed their probationary periods shall accumulate sick leave credits on the basis of one and one-half (1 1/2) days per month to a maximum of one hundred and twenty (120) days.

**19.03** An employee who is absent from work due to illness or injury shall notify the immediate supervisor as soon as possible of such absence and its estimated duration. A work-related illness or injury must be reported immediately to the immediate supervisor.

**19.04** a) To qualify for sick leave pay, an employee may be required to provide physician's statements:

i) verifying that the employee has an illness or injury, and

ii) prior to the employee's return to work, identifying any restrictions, limitations and/or precautions that may be required.

If the Lakehead University Employee Medical/Work Limitation Form is used, the employee will be reimbursed by the University for the cost of completing the form.

b) In reviewing an employee's sick leave usage, a Human Resources Officer may interview an employee if usage appears to be excessive, and may request doctors' notes for periods of sick leave of any duration. The ability of the Human Resources Officer to request doctors' notes under this clause shall expire three (3) months after the interview takes place. Employees requiring doctors' notes under this article will not be reimbursed for the cost of these notes.



**19.05** Circumstances may arise whereby an employee is placed on a leave of absence without pay for medical reasons, having previously exhausted available sick leave credits. If such employee, upon return to work, proves unable to perform the assigned work for a period of at least fifteen (15) consecutive working days, the employee shall be returned to the leave of absence in effect prior to the return to work and such leave shall then be deemed to have continued without interruption.

**19.06** For part time employees, the provisions of this Article shall not apply.

## **ARTICLE 20 - PREGNANCY AND PARENTAL LEAVE**

**20.01** An employee who has completed at least 13 weeks of continuous service and is pregnant will be granted or may be required to take pregnancy leave without pay. Upon completion of her pregnancy leave, an employee is entitled to take a thirty-five weeks unpaid parental leave. A new parent who hasn't taken pregnancy leave is entitled to 37 weeks unpaid parental leave which may begin no later than 52 weeks after the day the child is born or comes into the employee's custody, care and control for the first time.

**20.02** An employee who has completed three (3) years of full time employment and agrees to return to the University for one (1) year following her pregnancy/parental leave shall, for a period of up to seventeen (17) weeks, have her pregnancy leave benefits under the Employment Insurance Act supplemented to an equivalent of ninety-five percent (95%) of her regular wages. All payments made under this policy must be in accordance with the agreement that is filed by the University with Human Resources Development Canada pursuant to paragraph 37(1) of the Employment Insurance Regulations. Employees do not have the right to Supplemental Unemployment Benefits (SUB) payments except as specified in the plan. In the event that any employee is unwilling or unable to make a commitment to return to work following her leave, pregnancy leave will be taken without pay. If an employee does not return to work at the end of her pregnancy/parental leave she shall repay to the University any supplemental wages received during her pregnancy leave at the time she advises the University of her intent not to return to work. An employee must be

entitled to and apply for Employment Insurance Benefits before the supplemental benefit becomes payable. Any employee disentitled or disqualified from receiving unemployment insurance benefits is not eligible for SUB payments. The employee shall provide the University with proof that she is receiving such benefits. 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.

**20.03** The employee shall give her supervisor, whenever possible, a minimum of two (2) weeks' notice in writing of the date she intends to begin her leave.

**20.04** The employee is entitled to a fixed minimum post-natal leave of six (6) weeks after the actual date of the birth or ending after no more than seventeen (17) weeks from the beginning of the leave, whichever is the later.

**20.05** If the employee wishes to return to work less than six (6) weeks after the birth, she must provide one (1) week's notice of her intention to return.

**20.06** If the employee informs her supervisor that she will be returning within the allowable pregnancy/parental leave period and so returns, she shall resume her previous position with full seniority, In the event that the employee's position was declared redundant while she was on pregnancy/parental leave, she shall exercise her seniority rights as provided for in Article 12.02 on her return to work.

**20.07** If the employee does not return in accordance with Article 20.06, she shall be given preference within one year for re-employment with full seniority previously earned in her job classification provided a vacancy shall occur therein and provided such employee shall notify the Director of Human Resources of her desire of re-employment.

**20.08** An employee granted a leave of absence without pay for pregnancy/parental/adoption reasons shall:

- a) receive full vacation entitlement in the following vacation period

- b) accumulate sick leave credits while on leave
- c) accumulate seniority while on leave
- d) maintain her/his prevailing salary progression date
- e) continue with the benefit coverage provided in Article 23.01 unless

the employee advises the University in writing that she/he does not wish to continue to make employee contributions.

**20.09** A parent other than the birth mother, is entitled to one (1) day paid leave within the two (2) week period of the birth of the child. The employee is also entitled to a parental leave in compliance with the Employment Standards Act.

**20.10** Upon request, a parent 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. The employee is also entitled to a parental leave in compliance with the Employment Standards Act.

**20.11** Should an employee be granted any period of personal leave without pay in conjunction with pregnancy/parental/adoption leave, the provisions respecting this period of personal leave shall be the same as those set out in Article 22.03, regardless of the duration of personal leave so taken.

**20.12** The general terms and conditions that apply to maternity/parental leave as set out above will also apply to an employee upon the legal adoption of a child, provided that the employee qualifies for adoption leave benefits under the provisions of the Unemployment Insurance Act.

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

## **ARTICLE 21 - BEREAVEMENT LEAVE**

**21.01** If the parent, spouse, child, grandchild, brother, sister, mother-in-law, father-in-law or grandparent of an employee dies, the employee, for the purpose of attending the funeral of such deceased person, will not be required to attend at work for a period of up to three (3) consecutive working days following the death of such person, and the employee will not suffer any reduction in pay as a result of the non-attendance at work under such bereavement leave.

**21.02** In the event of the death of a close friend or a relative not referred to in Article 21.01, the employee, upon request, may be granted a paid leave of absence to a maximum of one (1) day for the purpose of attending the funeral.

**21.03** When circumstances indicate additional time is required, permission may be granted by the employee's immediate supervisor.

## **ARTICLE 22 - LEAVE OF ABSENCE**

**22.01** A department head may, at her/his discretion, grant a leave of absence without pay and without **loss** of seniority to an employee for personal reasons. The employee shall be reinstated to the position held prior to the leave of absence if such leave is of less than three (3) months duration, or after three (3) months leave of absence to a position in the same classification and/or salary grade to which the employee would be entitled by reason of ability and seniority standing.

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

**a)** An employee granted a leave of absence without pay for a duration of three (3) weeks or less shall:

- i) receive full vacation entitlement in the following vacation period;
- ii) accumulate sick leave credits while on leave;

- iii) accumulate seniority while on leave;
- iv) maintain her/his prevailing salary progression date; and
- v) continue full benefit coverage.

**b)** An employee granted a leave of absence without pay for a duration in excess of three (3) weeks for non-medical reasons shall:

- i) receive vacation entitlement in the following vacation period prorated on the basis of actual service in the year of leave;
- ii) not accumulate sick leave credits while on leave;
- iii) not accumulate seniority while on leave;
- iv) have her/his salary progression date advanced by the complete duration of the leave (Example: An employee whose progression date is July 1st, after having taken a four **(4)** month unpaid leave for personal reasons, returns with a progression date of November 1st); and
- v) be responsible for paying the full premiums required for the benefit coverage she/he intends to continue.

**c)** An employee granted a leave of absence without pay for a duration of between three (3) weeks and three (3) months for medical reasons shall:

- i) receive full vacation entitlement in the following vacation period;
- ii) not accumulate sick leave credits while on leave;
- iii) accumulate seniority while on leave;
- iv) maintain her/his prevailing salary progression date; and
- v) be responsible for paying the full premiums required for the benefit coverage she/he intends to continue.

**d)** An employee granted a leave of absence without pay for a duration in excess of three (3) months for medical reasons shall:

- i) receive vacation entitlement in the following vacation period prorated from the first day of the fourth month of continuous absence (i.e. a three (3) month period of grace is provided);

- ii) not accumulate sick leave credits while on leave;
- iii) accumulate seniority;
- iv) have her/his salary progression date advanced by the duration of the leave that exceeds three (3) months; and
- v) be responsible for paying the full premiums required for the benefit coverage she/he intends to continue.

**22.03** Should an approved leave of absence without pay be extended to an employee beyond its originally defined duration, the provisions with respect to this leave regarding vacation entitlement, seniority, benefits, etc. shall reflect the actual duration of the leave taken rather than that originally submitted.

**22.04** The University agrees to grant a leave of absence without pay and without loss of position or seniority to employees selected by the Union as delegates for legitimate Union business such as conventions or conferences. The Union will consider the operational needs of the University when requesting such leaves.

**22.05** An employee(s) appointed to the Canadian staff shall be granted a leave of absence without pay, and shall be reinstated to the position held prior to her/his leave of absence if such leave is of less than three (3) months' duration, or after three (3) months' leave of absence to a position in the same classification and/or salary grade to which she/he would be entitled by reason of ability and seniority standing.

**22.06** All requests for a leave of absence shall be in writing to the department head or the Director of Human Resources as appropriate (Articles 22.01 and 22.02). All granting of requests for a leave of absence shall be in writing.

**22.07** While on a leave of absence without pay, to remain in good standing, the employee is responsible for the payment of Union dues directly to the Union.

## **ARTICLE 23 - HEALTH, INSURANCE AND PENSION**

**23.01** As a condition of employment, each full time employee shall enrol, subscribe and participate in:

- a)** the Ontario Health Insurance Plan (OHIP);
- b)** the Supplemental Group Medical Benefits Plan;
- c)** the University Group Life Insurance Plan;
- d)** the Long Term Disability Insurance Plan;
- e)** the University Pension Plan;
- f)** the University Dental Plan; and
- g)** the University Eye Care Plan,

unless specifically exempted by legislation or regulation.

**23.02** **a)** For full time employees, the University shall contribute one hundred percent (100%) of the applicable premium for coverage under OHIP, Supplemental Medical and Group Life Insurance referred to in Articles 23.01(a), 23.01(b) and 23.01(c) above, and the Dental Plan and the Eye Care Plan referred to in Articles 23.01(f) and 23.01(g) above.

**b)** For full time employees, the member shall pay one hundred percent (100%) of the applicable premium costs for her/his coverage under Article 23.01(d) the Long Term Disability Insurance Plan effective January 1, 2007.

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

**23.04** To the University Pension Plan for full time employees, the University shall contribute an amount equal to 7.90% of regular gross pay integrated with the Canada Pension Plan.

**23.05** The normal retirement date shall be either December 31st or June 30th, whichever is coincident with or immediately follows a member's sixty-fifth birthday.

**23.06** The University agrees, if requested by the Union, to administer the deduction of one (1) payment from the cheques of Union employees to cover the employees' shares of Union sponsored benefit plans. The University assumes no legal obligation for the provision of this service.

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

**23.08** The University agrees to provide the Union with a copy of the text of the Lakehead University Employee Pension Plan (LUEPP).

**23.09** The University shall establish and maintain a Joint Employment Benefits Committee, to which the Union shall have the right to appoint one member of the Bargaining Unit who holds a full time position.

**23.10** Part time employees are not eligible for participation in the University Pension Plan (Article 23.01(e), the Long Term Disability Insurance Plan (Article 23.01(d)), the University Dental Plan (Article 23.01(f)) or the University Eye Care Plan (Article 23.01(g)).

**23.11** As a condition of employment, each part time employee shall enrol, subscribe and participate in the Ontario Health Insurance Plan (OHIP). Currently, the University pays a Payroll Tax for OHIP, however, if for any reason this relationship changes, the University will contribute fifty percent (50%) of any applicable premium for a "single" individual.

**23.12** With respect to Supplemental Medical (Article 23.01(b)) for part time employees, those not covered elsewhere must enrol in the University plan and the



University will contribute fifty percent (50%) of the applicable premium for a "single" individual. Family enrolment in this Plan is not available.

**23.13** With respect to Group Life Insurance (Article 23.01(c)), part time employees must enrol in the University plan and the University will contribute fifty percent (50%) of the applicable premium for such coverage.

**23.14** Retired members beyond the age of sixty-five (65) shall have the right to remain enrolled in the Supplemental Group Medical Benefits Plan and the basic University Dental Plan. The retired member shall pay one hundred percent (100%) of the premium costs of the coverage under Article 23.01 (b) and (f).

## **ARTICLE 24 -GRIEVANCE PROCEDURE**

**24.01** Should a dispute arise between the University and any employee regarding the interpretation or alleged violation of the provisions of this Agreement, the following grievance procedure will be followed:

**STEP 1** The employee shall first discuss the complaint with her/his immediate supervisor and may have a Committee person present if so desired. If the employee is not satisfied the employee shall then, within two (2) working days, present a grievance on the approved grievance form to the immediate supervisor who shall, within two (2) working days, give the employee a written reply.

**STEP 2** If the grievance is not resolved, it shall be forwarded by the Committee person to the employee's department head within three (3) working days after receipt of the written reply in Step 1. The employee's department head shall, within three (3) working days, render the reply in writing. The Union Committee shall consider the department head's reply and, if it is not satisfactory, the Union Committee shall refer the grievance to the Director of Human Resources within three (3) working days.

**STEP 3** When the grievance is referred by the Union Committee to the Director of Human Resources, the parties shall meet within five (5) working days in which time they will try to resolve the grievance. The Director of Human Resources shall, within ten (10) working days, render a reply in writing.

**24.02** If the parties are unable to resolve the grievance, the Union or the University may refer the matter to arbitration within thirty (30) days. Prior to such referral, the parties may agree to use the services of a Grievance Mediator. The cost of such Grievance Mediator shall be shared equally between the parties.

**24.03** All time limits may be extended by written mutual agreement.

**24.04** Any grievance not filed within five (5) working days after the occurrence which is the basis of the grievance, or within five (5) working days after the employee should reasonably have had knowledge of the said event, shall be deemed to have been waived and shall not be considered.

**24.05** Time limits shall be computed by excluding Saturdays, Sundays and paid holidays.

**24.06** In circumstances where Steps 1 and 2 do not involve the immediate supervisor, the parties may mutually agree to move directly to Step 3.

## **ARTICLE 25 - DISCHARGE CASES**

**25.01** In the event that an employee who is no longer on probation is discharged from employment, and the employee feels that an injustice has been done, the case may be taken up as a grievance.

**25.02** When an employee has been dismissed without notice, the employee shall have the right to interview a Committee person for a reasonable period of time before leaving the University premises.

**25.03** All such cases shall be taken up within three (3) working days of the date the employee is notified of the discharge. A claim by an employee who has attained seniority, that she/he has been unjustly discharged from employment shall be treated as a grievance if a written statement of such grievance is lodged by the Union Committee with the Director of Human Resources within three (3) working days after the employee ceases to work for the University. The Director of Human Resources shall, within ten (10) working days, render a reply in writing. All preliminary steps of the grievance procedure up to but not including Step 3 shall be omitted in such a case.

**25.04** A discharge grievance may be settled by confirming the University's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

## **ARTICLE 26 - UNIVERSITY AND UNION GRIEVANCE**

**26.01** 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 3 of the grievance procedure.

## **ARTICLE 27 - ARBITRATION**

**27.01** When a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, either of the parties may, after exhausting the applicable grievance procedure established by this Agreement, notify the other party in writing of its intent to submit the difference to an Arbitrator. Such notification is to be received by the other party within thirty (30) days from the date of the final decision at Step 3, failing which the grievance shall be deemed to be settled or abandoned.

**27.02** The Arbitrator shall be selected or appointed jointly by the Union and the University, provided that both parties can agree upon some mutually satisfactory person within thirty (30) days after either party has requested the other to agree upon an Arbitrator. If at the end of the thirty (30) days' period mentioned above the parties have not been able to agree upon such a person, either party may forthwith request the Minister of Labour of the Province of Ontario to appoint such an Arbitrator.

**27.03** The decision of the Arbitrator shall be final and binding upon both parties.

**27.04** The decision of the Arbitrator shall not alter, add to, subtract from, modify or change any of the provisions of this Agreement or substitute any new provisions for any existing provisions, nor give any decision inconsistent with the terms and provisions of the Agreement. The Arbitrator shall, however, in respect of a grievance involving the suspension or discharge of an employee, be entitled to modify or set aside such penalty if, in the opinion of the Arbitrator, it is just and equitable to do so.

**27.05** Both parties shall contribute equally to the expenses and remuneration required by the Arbitrator.

## **ARTICLE 28 -ASSESSMENTS**

**28.01** No program of psychological tests for the purpose of hiring, firing or transfer may be used by the University without the consent and knowledge of the Union.

**28.02** The University shall notify the Union in advance of any posting that will require assessment. A Bargaining Unit employee, upon application for a posting in the Bargaining Unit other than the position held, may be required to take tests or otherwise demonstrate capabilities to perform the work of the position sought. Such assessments shall be administered under the direction of the Human Resources Department.

## **ARTICLE 29 - LEAVE FOR JURY DUTY**

**29.01** When a full time or part time employee is summoned for jury duty or as a court witness, the employee shall not suffer any loss of salary, wages or seniority while so serving. Remuneration paid to the employee by the court must be turned over to the University.

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

## **ARTICLE 30 - JOB DESCRIPTIONS**

### **30.01 Determination of Job to be Performed/Job Descriptions**

The parties recognize that it is the University's right to determine the job that is to be performed. For existing jobs, the employee and the immediate supervisor will complete and sign a job fact sheet describing the assigned job that is being performed. For newly created positions, the supervisor will complete and sign a job fact sheet describing the job to be performed. All job fact sheets require the approval of the Department Head prior to evaluation.

**30.02 Evaluation of Positions**

The joint University and Union evaluation committee will meet to evaluate job fact sheets using a formal job evaluation system. Committee members will be trained in the use of the job evaluation system.

**30.03 Classification Review**

Whenever:

- a) a job fact sheet is written for a new position, or
- b) a significant change is made to a job fact sheet

then an approved job fact sheet, completed as per Article 30.01, together with a request for classification review will be forwarded to the Human Resources Department. The employee, supervisor, or Department Head may initiate a request for classification review. For existing jobs the supervisor, Department Head and employee shall be notified in writing of the final results of the review.

**30.04 Job Evaluation Appeals Committee**

A joint University and Union job evaluation appeals committee shall meet to resolve appeals of job classifications. The employee or supervisor who feels that the position has been incorrectly classified by the evaluation committee may file a written appeal to the appeals committee for consideration. The employee and/or the supervisor may make representation to the committee. The committee may call upon such persons as it deems necessary to give information or advice. The Human Resources Department shall notify, in writing, the employee and/or supervisor who submitted the appeal of the decision of the committee. The decision of the joint job evaluation appeals committee shall be final and binding. The decisions of this committee are not grievable.

**30.05 Job Reclassification and Salary Adjustment**

In the event that the evaluation results in a job rate lower than that in effect prior to evaluation, the incumbent shall be “red circled”.

In the event that the evaluation results in a job rate higher than that in effect prior to evaluation , the incumbent’s rate will move step by step to the appropriate level in the new salary range, retroactive to the date the request for review was submitted.

**30.06** The joint University and Union evaluation committee or the joint job evaluation appeals committee will schedule a meeting on the first Monday of each month.

## **ARTICLE 31 - ACCESS TO RECORDS**

**31.01** Employees shall have the right of access to their records administered by the Human Resources Department for the purpose of ensuring accuracy and completeness. Access is gained through advance written notice of five (5) calendar days to the Director of Human Resources.

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

**31.03** 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 32 -TECHNOLOGICAL CHANGE**

**32.01** Where the University has decided to introduce a technological change which will alter the status of an employee within the Bargaining Unit, the University undertakes to meet with the Union to consider measures which might be taken to assist employees so affected.

**32.02** Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees will be given an opportunity, where practical, for a reasonable amount of retraining at the University's expense to perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

**32.03** Where a person is affected by Article 32.02, she/he will receive as much advance notice as possible.

**32.04** Computers: An employee who is pregnant and has a concern about operating a computer should bring her concerns to her supervisor's attention. The University shall attempt to find alternative work for such an employee and, when alternative work is found, the employee will be paid at the rate of pay for that position. If arrangements cannot be made for placement in an alternative position, or the employee does not accept the alternative work offered, the pregnant employee shall be placed on an unpaid leave of absence until she becomes eligible for pregnancy/parental leave benefits. Upon completion of the pregnancy/parental leave, the employee shall return to her former position and appropriate salary.

**32.05** The University agrees that an employee who spends the majority of working time operating a computer will be eligible for an eye examination when the employee assumes such a position and once per year thereafter.

## **ARTICLE 33 - HEALTH AND SAFETY**



**33.01** The Employer and the Union agree to abide by the regulations and obligations as noted in the Ontario Occupational Health & Safety Act and Regulations. The parties will also cooperate to the fullest possible extent in the prevention of accidents and the promotion of safety and health at the University.

The Union shall have the right to appoint a member and an alternate member to the:

- a) Offices and Classrooms Health & Safety Committee;
- b) Retail and Physical Support Services Committee; and
- c) or to any other Health & Safety Committee as required.

**33.02** The University agrees to make C.O.P.E. members familiar with the Occupational Health & Safety Act, its regulations, and other health and safety related legislation and standards.

## **ARTICLE 34 - TERMINATION, DURATION AND RENEWAL**

**34.01** This agreement shall become effective on the first day of July 2003 and shall remain in full force and effect until the thirtieth day of June 2006, and from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other before the thirtieth of June in any year thereafter in which this Agreement continues to remain in effect.

**34.02** In the event that such notice is given of a desire to amend the Agreement, negotiations shall begin within fifteen (15) days following the delivery of the notice or within such longer time as may be mutually agreed upon.

### **Schedule A**

#### **Part I - Positions**

Level 1	* Shelver
Level 2	Mail/Printing Clerk
Level 3	Accounts Clerk Bindery Clerk Bookstore Clerk Head Cashier Library Clerk Library Shipper/Receiver Bindery Services Clerk Processing Clerk
Level 4	Registrar's Office Assistant Library Clerk Print Shop Machine Operator Residence Clerk Printing/Bindery Operator Switchboard Operator Print Serials Clerk
Level 5	Administrative Assistant Accounts Clerk Bookstore Trade/Special Orders Clerk Bookstore Shipper/Receiver Financial Aid Clerk Residence Clerk Secretary Test Librarian, Psychology Purchasing Buyer/Clerk Reception Information Processing Clerk Undergrad Rota Assistant Press Operator Library Clerk
Level 6	Administrative Assistant Financial Assistant (Development Office) Library Assistant Library Clerk Printing/ Mail Clerk Scheduling Assistant Secretary Senior Admissions Clerk Recruitment Information Residence Clerk

Accounts Admissions Clerk  
Accounts Receivable/Customer Service

Level 7

Assistant to the Dean  
Administrative Assistant  
Accounts Payable Clerk  
Accounts Receivable Clerk  
Customer Service Assistant  
Development Assistant  
Secretary  
Senior Cataloguing Technician  
Text Book Buyer

Level 8

Accounting Analyst  
Accounts Assistant- Clerk 1  
Buyer/Customs and Traffic Officer  
Data Management Specialist  
Financial Aid Assistant  
Scheduler  
Senior Press Operator

\* Job not subject to job posting (Article 10)

## **Part II - Progressions**

Salary increments will be granted to full and part time employees on the following basis:

- i) progression steps as outlined in Part IV: Salary Schedule;
- ii) upon the transfer to a higher rated position, in accordance with the provisions delineated in Part III.
- iii) in the case of part time employees, 1820 hours shall equal one (1) year.

### **Part III - Promotions - Transfers - Demotions - Remuneration for Relief**

#### **a) Promotions**

An employee promoted to a position in a higher salary grade shall be placed in the salary progression of the new position that is immediately greater than her/his current salary. Should the increase be less than \$20.00 per month, the next highest rate will be paid and thereafter the respective arrangements regarding progressions as defined in the application of rates shall apply.

#### **b) Transfers**

An employee transferred from one position to another position of equal grade shall receive her/his current rate and thereafter the respective arrangements regarding progressions as defined in the application of rates shall apply.

#### **c) Demotions**

An employee demoted from one position to another position of a lower salary grade shall receive salary at the "1 Year" rate for the position demoted to or her/his previous salary, whichever is the least, and thereafter the respective arrangements regarding progressions as defined in the application of rates shall apply.

#### **d) Remuneration for Relief**

It is understood that employees are expected to fill in for short term vacancies and vacation relief.

- i) Occasionally temporary vacancies will occur in a department resulting from extended leaves of absence. When this occurs, supervisors, when possible, will give priority to qualified existing full time employees in their departments when filling the temporary vacancy. A notice outlining the duties and qualifications needed to perform the work and the duration of the position will be circulated within the department.

The successful employee would receive the start rate of the temporary position or the next monthly rate of pay which is at least \$20.00 higher than the employee's present salary. Thereafter the respective arrangements regarding progressions shall apply. Upon completion of the temporary vacancy, the successful candidate will return to her/his former position and appropriate salary.

- ii) An employee relieving in a higher classification that falls outside of the Bargaining Unit will have her/his salary adjusted according to the University policy statement on Remuneration for Relief. Upon completion of the temporary vacancy, the successful candidate will return to her/his former position and appropriate salary.

- iii) Filling of positions as outlined in this article may not be made the subject of a grievance.

## Schedule B

### Employment Classifications

Employment status is defined as follows:

1. **Full Time Employee** - means a person who, having successfully completed the probationary period, occupies a full time position within the University's annual operating or ancillary budget and is regularly scheduled for thirty-five (35) hours per week either on (a) a continuing basis; or (b) for recurring specified periods of eight (8) months or more each year. In the case of (b) the terms and conditions of this Agreement shall not apply during the inactive period.
2. **Part Time Employee** - means a person funded by the University's operating or ancillary budgets who is regularly scheduled for twenty (20) hours or more per week for more than four (4) consecutive months.
3. **Temporary Employee**- means a person who is hired either full time or part time to
  - a) fill an unapproved vacancy (awaiting Administrative Executive Committee (AEC) approval for up to four (4) months. This may be extended by mutual agreement.
  - b) an approved leave of absence or special project for up to twelve (12) months.
4. **Casual Employee**- means a person who
  - a) works up to thirty-five (35) hours per week. After four (4) consecutive months becomes Part Time Employee;  
  
or
  - b) works less than twenty (20) hours per week.

Level		Start	1 Year	2 Year	3 Year	4 Year	5 Year
Level 1	Hourly	13.645	13.990	14.409	14.909	15.463	15.801
	Bi-weekly	955,142	979,269	1,008,600	1,043,608	1,082,400	1,106,054
	Monthly	2,069,475	2,121,750	2,185,300	2,261,150	2,345,200	2,396,450
	Annual	24,833,700	25,461,000	26,223,600	27,133,800	28,142,400	28,757,400
Level 2	Hourly	14.915	15.247	15.740	16.200	16.740	17.125
	61-weekly	1,044,081	1,067,262	1,101,796	1,133,965	1,171,812	1,198,777
	Monthly	2,262,175	2,312,400	2,387,225	2,456,925	2,538,925	2,597,350
	Annual	27,146,100	27,748,800	28,646,700	29,483,100	30,467,100	31,168,200
Level 3	Hourly	16.078	16.450	16.970	17.511	17.997	18.362
	61-weekly	1,125,450	1,151,469	1,187,896	1,225,742	1,259,804	1,285,350
	Monthly	2,438,475	2,494,850	2,573,775	2,655,775	2,729,575	2,784,925
	Annual	29,261,700	29,938,200	30,885,300	31,869,300	32,754,900	33,419,100
Level 4	Hourly	17.004	17.416	17.957	18.558	19.173	19.592
	Bi-weekly	1,190,262	1,219,119	1,256,965	1,299,069	1,342,119	1,371,450
	Monthly	2,578,900	2,641,425	2,723,425	2,814,650	2,907,925	2,971,475
	Annual	30,946,800	31,697,100	32,681,100	33,775,800	34,895,100	35,657,700
Level 5	Hourly	18.301	18.815	19.342	19.971	20.680	21.126
	Bi-weekly	1,281,092	1,317,046	1,353,946	1,397,942	1,447,615	1,478,838
	Monthly	2,775,700	2,853,600	2,933,550	3,028,875	3,136,500	3,204,150
	Annual	33,308,400	34,243,200	35,202,600	36,346,500	37,638,000	38,449,800
Level 6	Hourly	18.754	19.288	19.890	20.471	21.180	21.660
	61-weekly	1,312,788	1,350,162	1,392,265	1,432,950	1,482,623	1,516,212
	Monthly	2,844,375	2,925,350	3,016,575	3,104,725	3,212,350	3,285,125
	Annual	34,132,500	35,104,200	36,198,900	37,256,700	38,548,200	39,421,500
Level 7	Hourly	19.193	19.721	20.376	21.011	21.687	22.208
	Bi-weekly	1,343,538	1,380,438	1,426,327	1,470,796	1,518,104	1,554,531
	Monthly	2,911,000	2,990,950	3,090,375	3,186,725	3,289,225	3,368,150
	Annual	34,932,000	35,891,400	37,084,500	38,240,700	39,470,700	40,417,800
	Hourly	20.038	20.613	21.221	21.897	22.640	23.167
	Bi-weekly	1,402,673	1,442,885	1,485,462	1,532,769	1,584,808	1,621,708
	Annual	36,469,500	37,515,000	38,622,000	39,852,000	41,205,000	42,164,400

Monthly x 12 / 26 = Bi-weekly  
Bi-weekly / 70 = Hourly

\*Hourly figures have been rounded\*

## COPE Salary Schedule

Jan 1, 2007 - June 30, 2007

Level		Start	1 Year	2 Year	3 Year	4 Year	5 Year
Level 1	Hourly	13.765	14.110	14.539	15.039	15.613	15.951
	Bi-weekly	963.542	987.669	1,017.702	1,052.709	1,092.900	1,116.554
	Monthly	2,087.675	2,139.950	2,205.020	2,280.870	2,367.950	2,419.200
	Annual	25,052.100	25,679.400	26,460.240	27,370.440	28,415.400	29,030.400
Level 2	Hourly	15.045	15.377	15.860	16.350	16.890	17.285
	Bi-weekly	1,053.182	1,076.363	1,111.595	1,144.465	1,182.312	1,209.978
	Monthly	2,281.895	2,332.120	2,408.455	2,479.675	2,561.675	2,621.620
	Annual	27,382.740	27,985.440	28,901.460	29,756.100	30,740.100	31,459.440
Level 3	Hourly	16.218	16.610	17.130	17.671	18.157	18.532
	Bi-weekly	1,135.248	1,162.671	1,199.098	1,236.944	1,271.005	1,297.248
	Monthly	2,459.705	2,519.120	2,598.045	2,680.045	2,753.845	2,810.705
	Annual	29,516.460	30,229.440	31,176.540	32,160.540	33,046.140	33,728.460
Level 4	Hourly	17.154	17.566	18.127	18.728	19.343	19.772
	Bi-weekly	1,200.762	1,229.619	1,268.864	1,310.968	1,354.018	1,384.050
	Monthly	2,601.650	2,664.175	2,749.205	2,840.430	2,933.705	2,998.775
	Annual	31,219.800	31,970.100	32,990.460	34,085.160	35,204.460	35,985.300
Level 5	Hourly	18.471	18.985	19.522	20.151	20.860	21.326
	Bi-weekly	1,292.991	1,328.945	1,366.546	1,410.542	1,460.215	1,492.837
	Monthly	2,801.480	2,879.380	2,960.850	3,056.175	3,163.800	3,234.480
	Annual	33,617.760	34,552.560	35,530.200	36,674.100	37,965.600	38,813.760
Level 6	Hourly	18.934	19.468	20.080	20.661	21.380	21.860
	Bi-weekly	1,325.388	1,362.762	1,405.567	1,446.252	1,496.622	1,530.210
	Monthly	2,871.675	2,952.650	3,045.395	3,133.545	3,242.680	3,315.455
	Annual	34,460.100	35,431.800	36,544.740	37,602.540	38,912.160	39,785.460
Level 7	Hourly	19.373	19.911	20.566	21.201	21.887	22.418
	Bi-weekly	1,356.138	1,393.740	1,439.628	1,484.098	1,532.102	1,569.231
	Monthly	2,938.300	3,019.770	3,119.195	3,215.545	3,319.555	3,400.000
	Annual	35,259.600	36,237.240	37,430.340	38,586.540	39,834.660	40,800.000
Level 8	Hourly	20.218	20.793	21.411	22.097	22.840	23.387
	Bi-weekly	1,415.273	1,455.485	1,498.763	1,546.768	1,598.806	1,637.109
	Monthly	3,066.425	3,153.550	3,247.320	3,351.330	3,464.080	3,547.070
	Annual	36,797.100	37,842.600	38,967.840	40,215.960	41,568.960	42,564.840

Monthly x 12 / 26 = Bi-weekly  
Bi-weekly / 70 = Hourly

\*Hourly figures have been rounded\*

COPE Salary Schedule		July 1, 2007 - June 30, 2008					
Level		Start	1 Year	2 Year	3 Year	4 Year	5 Year
Level 1	Hourly	14.075	14.427	14.866	15.377	15.964	16.310
	Bi-weekly	985.222	1,009.892	1,040.600	1,076.395	1,117.490	1,141.676
	Monthly	2,134.648	2,188.099	2,254.633	2,332.190	2,421.229	2,473.632
	Annual	25,615.772	26,257.187	27,055.595	27,986.275	29,054.747	29,683.584
Level 2	Hourly	15.384	15.723	16.237	16.717	17.270	17.674
	Bi-weekly	1,076.879	1,100.581	1,136.605	1,170.216	1,208.914	1,237.203
	Monthly	2,333.238	2,384.593	2,462.645	2,535.468	2,619.313	2,680.606
	Annual	27,998.852	28,615.112	29,551.743	30,425.612	31,431.752	32,167.277
Level 3	Hourly	16.583	16.983	17.515	18.068	18.566	18.949
	Bi-weekly	1,160.792	1,188.831	1,226.077	1,264.775	1,299.603	1,326.437
	Monthly	2,515.048	2,575.800	2,656.501	2,740.346	2,815.807	2,873.946
	Annual	30,180.580	30,909.602	31,878.012	32,884.152	33,789.678	34,487.350
Level 4	Hourly	17.540	17.961	18.534	19.149	19.778	20.217
	Bi-weekly	1,227.779	1,257.286	1,297.413	1,340.464	1,384.483	1,415.191
	Monthly	2,660.187	2,724.119	2,811.062	2,904.340	2,999.713	3,066.247
	Annual	31,922.246	32,689.427	33,732.745	34,852.076	35,996.560	36,794.969
Level 5	Hourly	18.887	19.412	19.961	20.604	21.330	21.806
	Bi-weekly	1,322.083	1,358.846	1,397.293	1,442.280	1,493.070	1,526.426
	Monthly	2,864.513	2,944.166	3,027.469	3,124.939	3,234.986	3,307.256
	Annual	34,374.160	35,329.993	36,329.630	37,499.267	38,819.826	39,687.070
Level 6	Hourly	19.360	19.906	20.531	21.126	21.861	22.352
	Bi-weekly	1,355.210	1,393.424	1,437.192	1,478.792	1,530.296	1,564.640
	Monthly	2,936.288	3,019.085	3,113.916	3,204.050	3,315.640	3,390.053
Level 7	Annual	35,235.452	36,229.016	37,366.997	38,448.597	39,787.684	40,680.633
	Hourly	19.809	20.359	21.029	21.678	22.380	22.922
	81-weekly	1,386.652	1,425.099	1,472.020	1,517.490	1,566.575	1,604.538
	Monthly	3,004.412	3,087.715	3,189.377	3,287.895	3,394.245	3,476.500
Level 8	Annual	36,052.941	37,052.578	38,272.523	39,454.737	40,730.940	41,718.000
	Hourly	20.673	21.260	21.893	22.594	23.354	23.913
	81-weekly	1,447.117	1,488.233	1,532.485	1,581.570	1,634.779	1,673.944
	Monthly	3,135.420	3,224.505	3,320.385	3,426.735	3,542.022	3,626.879
Level 8	Annual	37,625.035	38,694.059	39,844.616	41,120.819	42,504.262	43,522.549



## COPE Salary Schedule

July 1, 2008 - June 30, 2009

Level		Start	1 Year	2 Year	3 Year	4 Year	5 Year
Level 1	Hourly	14.391	14.752	15.200	15.723	16.323	16.677
	El-weekly	1,007.390	1,032.614	1,064.013	1,100.614	1,142.634	1,167.364
	Monthly	2,182.677	2,237.331	2,305.362	2,384.664	2,475.707	2,529.289
	Annual	26,192.127	26,847.973	27,664.346	28,615.966	29,708.478	30,351.465
Level 2	Hourly	15.730	16.076	16.603	17.094	17.659	18.072
	El-weekly	1,101.109	1,125.344	1,162.179	1,196.546	1,236.114	1,265.040
	Monthly	2,385.735	2,438.246	2,518.055	2,592.516	2,678.247	2,740.920
	Annual	28,628.826	29,258.952	30,216.657	31,110.192	32,138.967	32,891.041
Level 3	Hourly	16.956	17.365	17.909	18.475	18.983	19.375
	El-weekly	1,186.909	1,215.580	1,253.664	1,293.233	1,328.844	1,356.281
	Monthly	2,571.637	2,633.756	2,716.272	2,802.004	2,879.162	2,938.610
	Annual	30,859.643	31,605.068	32,595.267	33,624.046	34,549.946	35,263.316
Level 4	Hourly	17.934	18.365	18.952	19.580	20.223	20.672
	Bi-weekly	1,255.404	1,285.575	1,326.605	1,370.625	1,415.634	1,447.033
	Monthly	2,720.041	2,785.412	2,874.311	2,969.687	3,067.207	3,135.238
	Annual	32,640.496	33,424.939	34,491.732	35,636.248	36,806.483	37,622.858
Level 5	Hourly	19.312	19.849	20.410	21.068	21.809	22.297
	El-weekly	1,351.830	1,389.420	1,428.732	1,474.731	1,526.664	1,560.770
	Monthly	2,928.965	3,010.410	3,095.587	3,195.250	3,307.773	3,381.669
	Annual	35,147.578	36,124.917	37,147.045	38,343.001	39,693.272	40,580.029
Level 6	Hourly	19.796	20.354	20.993	21.601	22.353	22.855
	Bi-weekly	1,385.702	1,424.776	1,469.529	1,512.065	1,564.727	1,599.844
	Monthly	3,002.354	3,087.014	3,183.980	3,276.141	3,390.242	3,466.329
	Annual	36,028.250	37,044.168	38,207.754	39,313.691	40,682.906	41,595.947
Level 7	Hourly	20.255	20.817	21.502	22.166	22.883	23.438
	El-weekly	1,417.851	1,457.164	1,505.141	1,551.633	1,601.823	1,640.641
	Monthly	3,072.011	3,157.188	3,261.138	3,361.872	3,470.615	3,554.721
	Annual	36,864.132	37,886.261	39,133.654	40,342.469	41,647.386	42,656.655
Level 8	Hourly	21.138	21.739	22.385	23.102	23.879	24.452
	El-weekly	1,479.677	1,521.718	1,566.966	1,617.155	1,671.562	1,711.608
	Monthly	3,205.967	3,297.056	3,395.093	3,503.836	3,621.717	3,708.484
	Annual	38,471.598	39,564.675	40,741.120	42,046.038	43,460.607	44,501.806

Monthly x 12 / 26 = Bi-weekly  
Bi-weekly / 70 = Hourly

\*Hourly figures have been rounded\*

DATED at Thunder Bay, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_:

**SIGNED FOR:**

THE BOARD OF GOVERNORS OF  
LAKEHEAD UNIVERSITY

CANADIAN OFFICE & PROFESSIONAL  
EMPLOYEES' UNION, LOCAL 96

\_\_\_\_\_  
Mr. M. Pawlowski  
Vice President,  
Administration and Finance

\_\_\_\_\_  
G. Everall  
Vice President, Local 96

\_\_\_\_\_  
Mr. Ray Raslack  
Director, Human Resources

\_\_\_\_\_  
Mr. Don Talarico  
Business Representative

\_\_\_\_\_  
Ms. Helen Eaton  
Employee Relations Manager

\_\_\_\_\_  
Mrs. C. Balacko  
Committeeperson

\_\_\_\_\_  
Mrs. A. Graham  
Committeeperson

\_\_\_\_\_  
Mr. R. Bell  
Committeeperson

\_\_\_\_\_  
Mrs. L. Andreacchi  
Committeeperson

**For Information Purposes Only**

**LAKEHEAD UNIVERSITY**

**AND**

**C.O.P.E. - LOCAL 96**

**RE: Tuition Waiver**

**TUITION WAIVER POLICY - Staff & Faculty**

Financial: Tuition Waiver

Approved by: President

Approved on: Sept. 1972 and Sept. 1978, Revised Jan. 1989, Sept. 1991, Sept. 1995, Nov. 1997, Dec. 1998; Recommended by Board Governors to President February 6, 2003, July 1, 2004; revised May 31, 2006.

**Rationale**

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

**Policy**

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

Individuals who enroll in Lakehead University graduate or undergraduate credit courses are eligible for a tuition waiver to a maximum of \$4,000 per budget year, with a lifetime maximum of \$20,000 per staff member, spouse or dependent.

**Definitions**

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

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

**Staff:**

- a) **Established Position** - A permanent position approved by the Board of Governors.
- b) **Lakehead Contract Employee** - A person working under a specific work arrangement for a specified period of time. A contract employee will be eligible for tuition waiver or tuition

scholarship after 12 months of employment, and a spouse and/or dependent(s) will be eligible after the contract employee has completed 3 years of continuous employment.

- c) **Special Contract Employee** - A person working under a specific work arrangement that is not directly funded by the Lakehead University operating budget. A special contract employee, spouse and dependent(s) will be eligible for tuition waiver or tuition scholarship if the funding agency agrees to pay for the tuition benefit.

### **Guidelines**

1. Employees in established positions are eligible for a tuition waiver.
2. Employees on approved job sharing arrangements may apply for a tuition waiver on a pro-rated basis.
3. Spouse and dependents of staff may apply for a tuition waiver.
4. **At** retirement, an employee is eligible for a tuition waiver for any course(s) in which he/she is currently enrolled.
5. A spouse or dependent of an employee who retires at normal retirement date will continue to be eligible for the tuition waiver until he/she has completed the undergraduate course(s) in which he/she is currently enrolled.
6. A spouse or dependent of an employee who dies will continue to be eligible for the tuition waiver until he/she has completed the course(s) in which he/she is enrolled and for the next two academic years, subject to lifetime maximum.
7. The tuition waiver will be effective from the date of hire to the date of termination. Any costs that fall outside of this time frame are the responsibility of the employee and will be calculated on a pro-rated basis.
8. An employee who is on sick leave with pay, or for the first 24 months of receiving payment under a plan for long-term disability, or receiving payment under the Workplace Safety and Insurance Act, or is on maternity/paternity/parental leave, is eligible for a tuition waiver as if he/she were at work. A spouse or dependent of such an employee is similarly eligible.
9. An employee on an approved leave without pay for non-medical reasons for a term in excess of one month is ineligible for a tuition waiver while on such leave. Spouse and dependents are also ineligible.
10. Courses are expected to be taken outside of normal working hours. In the event this is not possible, a request to take the course during working hours must have the approval of the appropriate Chair/Director/Dean and an explanation of how the time will be made up. Time taken for any courses during working hours shall be made up by the employee.
11. Tuition costs for employees in established positions are an operating cost for Lakehead University. Budgets will be established against which the cost of waivers will be charged. Tuition costs for contract employees will be charged against the contract funding.
12. This policy does not apply to audit fees, co-op program participation fee (work term), activity fees, lab fees, field trip fees, or other incidental fees that may be required.
13. Lakehead Contract Employees hired prior to July 1, 2004 are covered by the eligibility definitions in their contracts in place as of June 30, 2004.
14. Completed application forms, signed by the supervisor of the employee, must be forwarded to the Human Resources Office at the same time as the registration form is submitted. The supervisor's signature is not only required for employee applications, but also for spouse and dependent applications.
15. Policy interpretation should be directed to the Director of Human Resources.

### **Review**

The Director of Human Resources will review this policy within three years,

**LAKEHEAD UNIVERSITY**

**AND**

**C.O.P.E. - LOCAL 96**

**LETTER OF UNDERSTANDING "B"**

**RE: WORKPLACE INSURANCE**  
(formerly Workers' Compensation)

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

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

It is agreed that date of injury has the same meaning as date of injury as defined in the Workplace Safety & Insurance Board Operational Policy #11-01-04.

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

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

- a) an amount equal to the reimbursement paid to the University by the WSIB with respect to the claim will be credited back to the employee's sick, vacation, overtime or her/his credits, as applicable, and
- b) while the absence continues, an amount equal to the difference between the Board daily LOE benefit rate and the employee's daily pay rate (i.e. a top-up) will be charged to the employee's sick credits. Once sick credits have been exhausted, an employee may, at her/his discretion, choose to have the top-up charged to vacation, overtime or other credits. Once the discretionary credits of the employees choice have been exhausted, the employee will be placed on a leave of absence without pay.

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

- 3. If an employee has been advanced wages by the University with respect to a claim and the WSIB has made direct payment to the employee with respect to the same claim, the employee will advise the WSIB and, at the direction of the WSIB, either reimburse the Board or the University. If reimbursing the University, the employee may apply sick, vacation, overtime or other credits to the debt.

**SIGNED FOR:**

THE BOARD OF GOVERNORS OF  
LAKEHEAD UNIVERSITY

CANADIAN OFFICE & PROFESSIONAL  
EMPLOYEES' UNION, LOCAL 96

\_\_\_\_\_

\_\_\_\_\_

The \_\_\_\_\_ day of \_\_\_\_\_ 2007.

**LAKEHEAD UNIVERSITY**

**AND**

**C.O.P.E. - LOCAL 96**

**LETTER OF UNDERSTANDING "C"**

**RE: LONG TERM DISABILITY**

The parties agree that when an employee on Long Term Disability (LTD) begins a work hardening program, the time frame (clock) referred to in Article 13.02 will be paused. Once the employee completes the work hardening program, comes off LTD and returns to regular employment, the clock stops. If the employee is unable to complete the work hardening program, the clock will start again. While on work hardening, the employee will be paid by Lakehead University for the actual hours worked, and will receive prorated credit for vacation, seniority and sick leave. The University will provide the Union with an outline of the initial work hardening program.

**SIGNED FOR:**

THE BOARD OF GOVERNORS OF  
LAKEHEAD UNIVERSITY

CANADIAN OFFICE & PROFESSIONAL  
EMPLOYEES' UNION, LOCAL 96

\_\_\_\_\_

\_\_\_\_\_

The \_\_\_\_\_ day of \_\_\_\_\_ 2007.

**LAKEHEAD UNIVERSITY**

**AND**

**C.O.P.E. - LOCAL 96**

**LETTER OF UNDERSTANDING "D"**

**RE: EMPLOYEE REVIEW**

The University and the Union agree to identify any full time non-operating or non-ancillary budget employees employed full time at Lakehead University who perform Bargaining Unit related jobs that historically have been excluded from the Bargaining Unit on a budgetary basis. Once identified, a review will take place to a) determine the possible inclusion in the Bargaining Unit, and b) determine the terms and conditions of inclusion.

**SIGNED FOR:**

**THE BOARD OF GOVERNORS OF  
LAKEHEAD UNIVERSITY**

**CANADIAN OFFICE & PROFESSIONAL  
EMPLOYEES' UNION, LOCAL 96**

\_\_\_\_\_

\_\_\_\_\_

The \_\_\_\_\_ day of \_\_\_\_\_ 2007.



**LAKEHEAD UNIVERSITY**

**AND**

**COPE – LOCAL 96**

**LETTER OF UNDERSTANDING "E"**

**RE: LESS THAN 12 MONTH EMPLOYMENT**

It is agreed and understood that employees on staff as of May 27<sup>th</sup>, 2004 , and employed for less than 12 months per year, shall grand-parented and the new clause 12.07 shall not apply to them.

For the purpose of clarity, an existing employee, who applied for and received, for example, a 10 month position, shall continue to be employed in a 10 month position. If said position is to be changed (i.e. to a 9 month position), the incumbent may exercise seniority rights and bump in accordance with the Collective Agreement.

**SIGNED FOR:**

\_\_\_\_\_  
THE BOARD OF GOVERNORS OF  
LAKEHEAD UNIVERSITY

\_\_\_\_\_  
CANADIAN OFFICE & PROFESSIONAL  
EMPLOYEES' UNION

Signed

The \_\_\_\_\_ day of \_\_\_\_\_ 2007

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