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Agreement

between

Lakehead

University

and



The Office and

Professional Employees'

International Union

Local 96

effective July 1, 1993

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MEMORANDUM OF AGREEMENT

BETWEEN

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

of the First Part

AND

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

of the Second Part.

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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;
- h)** persons excluded by the Labour Relations Act of Ontario.

4.02 For full time regular employees as defined in Schedule B - Employment Classifications, all the provisions of the Agreement shall apply.

4.03 For part time regular 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: **10** (Employment Opportunities); **12** (Seniority, Layoff and Recall); **13** (Loss of Seniority-Termination); **15** (Hours of Work and Overtime); **17** (Paid Holidays); **18** (Vacations); **19** (Sick Leave); **20** (Maternity and Adoption Leave); **21** (Bereavement Leave); **23** (Health, Insurance and Pension); **24** (Union Committee); **30** (Leave for Jury Duty); and Schedule A.

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

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

5.05 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.

5.06 The University will present all new employees with a copy of this Agreement.

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.

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 modification 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 Deductions will only be made on presentation of an appropriate form signed by the employee but, once provided with a signed form for an employee, deductions shall be made from that employee for the life of this Agreement and may be extended from time to time by mutual agreement. Employees will be presented with the appropriate forms by the Human Resources Department at the time of hiring. It is further understood that the layoff of any employee will automatically cancel such employee's checkoff authorization, and new authorization must be signed should such employee be reinstated.

5.11 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. The Union agrees that any alphabetical errors made by the University in the composition of this list will not be made the subject of a grievance.

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 and 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 - COMMITTEEWOMEN

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

7.02 The Union undertakes to instruct its members to cooperate with the supervisory staff in the carrying out of the terms and requirements of this Agreement.

7.03 The privileges of committee women to leave their 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 her work area to attend to authorized Union business, the committee woman concerned shall obtain the permission of her supervisor. When entering a department other than her own, a committee woman or Union Officer must first contact the supervisor of that department or her deputy, and advise her as to the general nature of her business. Such permission shall not be unreasonably withheld.

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 of the University shall be considered a probationary employee until she has completed four (4) months of continuous service. Continuous service with the University shall be effective from the date of commencement of full time employment with the University.

When an extension of the probationary period may be necessary, the supervisor will meet with the employee to discuss the reasons 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 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 shall be in the sole discretion of the Employer, subject to the requirement that the decision is made bona fides. It is expressly agreed that this requirement of bona fides shall constitute a lesser standard as referred to in Section 43(1)(2) of the Labour Relations Act.

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 four (4) continuous months. When an extension of the trial period may be necessary, the supervisor will meet with the employee to discuss the reasons 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 a further two (2) months. The Union shall be advised in writing of the University's intent within the initial four (4) 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 9.02(c), to her 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 previous position, reasons for such return will be provided to the Union upon request.

c) If an employee serving a trial period has her previous position declared redundant by the University, then the employee, upon her failure to satisfactorily complete the trial period, shall be laid off in accordance with the provisions of Article 12.03.

9.03 An employee who is on a probationary or trial period is restricted from bidding on a posting during her 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 former position without loss of seniority or salary progression.

9.06 The University shall notify the employee and the Union in writing within three (3) working days after an employee has successfully completed a probationary or trial period.

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 four (4) working days:

Centennial Building	Braun Building
Ryan Building	Library Building
Bora Laskin Building	Athletic Building
Residence Building	School of Nursing Building
Music and Visual Arts	Avila Centre
Northern Studies Building	Regional Education Centre

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 former position of an employee on a trial period

shall be posted for a period of three (3) working days. The posting shall show the classification vacant 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.

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

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

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

10.03 Internal applicants within the bargaining unit who meet the minimum posted requirements will be given first consideration when filling a vacancy. Among applicants for posted vacancies, the following factors shall be considered: the demonstrated ability to perform in an efficient manner the required duties of the position and previous work record. When these factors among two (2) or more applicants for the vacancy are equal, then seniority will be the governing factor in making the selection.

10.04 If a member of the bargaining unit wishes to make application for a posted vacancy after the expiry date of 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 applicants shall be notified by the University in writing of the acceptance or rejection of their job bid within five (5) working days, and in the latter instance, reasons for the rejection, and the name of the successful applicant will also be given.

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 physical handicap (except where the handicap seriously impedes the carrying out of the required duties), race, creed, colour, nationality, ancestry, place of origin, political affiliation, marital status, sex or age (except for retirement as provided for in this agreement).

ARTICLE 12 - SENIORITY, LAYOFF AND RECALL

12.01 Seniority shall be defined as length of continuous service in a full time regular position with the University from the date of hiring in an OPEIU position and shall accrue to an employee after the successful completion of the probationary period as defined in Article 9.01.

12.02 a) When a position is declared redundant, the employee holding the redundant position will be transferred to the first position which becomes vacant within the same classification and which the University has approved for re-staffing, providing she has the necessary qualifications and abilities to perform the work in question without training. Such vacant position will not be posted as provided in Article 10 of this Agreement. Where no suitable vacancy occurs, the employee shall be allowed to displace an employee with less seniority in a position in the same or lower job classification providing she has the necessary qualifications and abilities to perform the work in question without training.

b) When it has been determined by the University that layoffs are to take place, the University and the Union shall meet to discuss the layoffs and to identify those employees to be laid off following the principle that employees shall be laid off in inverse order of their length of service in the position(s) designated for layoff. An employee so displaced shall be allowed to replace an employee with less bargaining unit wide seniority

in a position in the same or lower job classification, providing she has the necessary qualifications and abilities to perform the work in question without training.

c) 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.

d) Employees who are assigned to a vacancy or who replace a less senior employee as per 12.02(a) or 12.02(b) above shall be given four (4) months to demonstrate their ability to perform the duties and responsibilities of their new positions. An employee who fails to perform satisfactorily during this trial period shall be laid off without further seniority or bumping privileges.

e) An employee may elect layoff in lieu of exercising her re-assignment or displacement rights under 12.02(a) or (b) above and, provided she does so in writing within three (3) working days of receipt of notice of re-assignment, she shall be laid off from the University.

12.03 In recalling employees to work, the last employee laid off shall be the first recalled, providing that such employee has the necessary qualifications and abilities to perform the available work in a competent manner. This method shall continue until all employees with seniority have been recalled and then employees who were on probation may be recalled.

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

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

b) The Union shall be notified in writing of all layoffs and recalls

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, provided such employees return to work when notified, and subject to the conditions of 13.01(c) and 13.01(d).

12.07 It is recognized that the University has or may have positions within the Bargaining Unit from time to time that, because of the nature of the service rendered, require staffing for less than twelve months a year. In such cases, where less than full time employment is identified at the time of hiring such employees, the University may effect a layoff of such employees for a period of up to four (4) months in any employment year without regard to the seniority and bumping provisions of the Collective Agreement. For purposes of seniority, vacation and sick leave credits, etc., all accumulations or credits shall be based on the actual period worked in any given employment year.

The University shall advise the Union of the name, date of hire and classification 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 For part time regular employees, the provisions of this Article shall not apply except that if such an employee is appointed to a full time position then she shall be credited with her total continuous part time service for seniority (upon the successful completion of her probationary period) and vacation leave entitlements.

ARTICLE 13 - LOSS OF SENIORITY - TERMINATION

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

- a) the employee voluntarily leaves the employ of the University, retires, or is retired under the terms of the University Pension Plan;
- b) the employee is discharged and not reinstated;

c) the employee has been off the payroll for a continuous period of twelve (12) months. This notwithstanding, 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 one (1) year and such period may be extended by mutual consent of the University and the Union;

d) the employee has been laid off, but still retains her seniority and is notified by registered mail to return to work and fails to do so within seven (7) days or the duration of notice required by her present employer (which shall not exceed two (2) weeks);

e) the employee is absent from work without leave for more than two (2) consecutive days without providing a reason satisfactory to the University;

f) 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 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 persons 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 assessed the amount of Union dues equivalent to what they normally would have paid had they not left. Such employees shall be permitted to add together the time before and after transfer for purpose of Union seniority.

13.03 Any employee away from work because of sickness or accident who has properly reported such sickness shall not have her service record disturbed unless she is away more than three (3) consecutive months, after which time she will not accumulate seniority while absent. Any employee's reinstatement after sick leave will be conditional on her supplying, when requested, a certificate from a physician stating that she is physically able to return to work.

13.04 For part time regular employees, the provisions of this Article shall not apply.

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 Any notice to any employee under 13.01(d) of this Agreement shall be given by registered mail to the employee at her last address shown on the employment record or on the payroll 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 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 of 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. Notice will be given to the Union in writing concerning any alteration by a department which must deviate from the officially prescribed operating hours prior to inception of such change.

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 The University recognizes the following as paid holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Commonwealth Day	Christmas Day
Dominion Day	Boxing Day

and three (3) days in conjunction with the Christmas holiday period as designated by the University. These latter three (3) days shall be considered as days off with pay but not as paid holidays for premium pay purposes. An employee required to work on any of these latter three (3) days shall be paid at straight time for all hours worked, or shall be given alternate time off with pay, equivalent to the hours worked, as mutually agreeable to the employee and the employee's supervisor.

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 works her regularly scheduled days or is on an approved paid leave of absence immediately preceding and immediately following such paid holiday, or if she 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 Part time regular 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 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 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 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 18.03.

18.03 For the purpose of clarifying 18.02 (c), 18.02(d) and 18.02(e) 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 will be granted an additional day's vacation for each holiday in addition to her 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 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 her 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 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 Parttime regular 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.

ARTICLE 19 - SICK LEAVE

19.01 Sick leave shall be interpreted as any period of time when an 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' compensation Act) rendering her unable to perform her 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 To qualify for sick leave pay, an employee may be required to produce a doctor's certificate to verify any absence due to sickness.

19.04 In the case of on-duty accidents where Workers' Compensation is applicable, the employee will receive payment from the University for the difference between her 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.

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

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

19.07 For part-time regular employees, the provisions of this Article shall not apply.

ARTICLE 20 - MATERNITY AND ADOPTION 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 maternity leave without pay. Upon completion of her maternity leave an employee is entitled to take an eighteen (18) week unpaid parental leave.

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 maternity/parental leave shall, for a period of up to seventeen (17) weeks, have her maternity leave benefits under the Unemployment 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 Canada Employment and Immigration pursuant to paragraph 57(13)d of the Unemployment 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, maternity leave will be taken without pay. If an employee does not return to work at the end of her maternity/parental leave she shall repay to the University any supplemental wages received during her maternity leave. An employee must be entitled to and apply for Unemployment 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 a medical certificate stating that she is fit to resume work, along with 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 maternity/parental leave period and so returns, she shall resume her previous position with full seniority, provided she submits a certificate of physical fitness if such certificate be required. In the event that the employee's position was declared redundant while she was on maternity/parental leave, she shall exercise her seniority rights as provided for in 12.03 on her return to work.

20.07 If the employee does not return in accordance with 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 and submits a certificate of physical fitness if such certificate be required.

20.08 An employee granted a leave of absence without pay for maternity/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 prevailing salary progression date
- e) the University must continue to make employer contributions to benefits

in Article 23.01 unless the employee has advised the University, in writing, that she does not wish to continue to make employee contributions.

20.09 A male member is entitled to one (1) day paid leave within the two (2) week period of the birth of his child. He is also entitled to a parental leave in compliance with the Employment Standards Act.

20.10 Upon request, a male member 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. He 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 maternity/parental/adoption leave, the provisions respecting this period of personal leave shall be the same as those set out in Article 22.03 (b), 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 regular employees, maternity/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, 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 her non-attendance at work under such bereavement leave.

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

21.03 In the event of the death of a close friend or a relative not referred to in 21.01, the employee may be granted a paid leave of absence at the discretion of her immediate supervisor for the purpose of attending the funeral.

21.04 For part time regular employees, the provisions of this Article shall not apply.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 A department head may at her discretion grant a leave of absence without pay and without loss of seniority to an employee for personal reasons for a period of up to three (3) weeks. The employee shall be reinstated to the position held prior to her leave of absence.

22.02 The Director of Human Resources may at his discretion grant a leave of absence without pay to an employee for personal reasons for a period greater than three (3) weeks. Such employee shall be reinstated to the position held prior to her 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 would be entitled by reason of ability and seniority standing.

22.03 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 prevailing salary progression date.

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 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).

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 (excluding maternity/parental/adoption) 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 prevailing salary progression date.

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) not accumulate seniority after three (3) consecutive months of absence
- iv) have her salary progression date advanced by the duration of the leave that exceeds three (3) months.

22.04 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, etc. shall reflect the actual duration of the leave taken rather than that originally submitted.

22.05 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.

22.06 An employee(s) appointed to the Canadian/International staff shall be granted a leave of absence without pay, and shall be reinstated to the position held prior to her 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 would be entitled by reason of ability and seniority standing.

22.07 All requests for a leave of absence shall be in writing to the department head or Director of Human Resources as appropriate (22.01 and 22.02). All granting of requests for a leave of absence shall be in writing and a summary of such approved leaves of absence shall be presented to the Union on a monthly basis.

ARTICLE 23 - HEALTH, INSURANCE AND PENSION

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

- a) the Ontario Health Insurance Plan (O.H.I.P.);
- 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 regular employees, the University shall contribute one hundred percent (100%) of the applicable premium for coverage under O.H.I.P., Supplemental Medical and Group Life Insurance referred to in 23.01(a), 23.01(b) and 23.01(c) above, and the Dental Plan and the Eye Care Plan referred to in 23.01(f) and 23.01(g) above.

b) For full time regular employees, the University shall contribute seventy-five percent (75%) of the applicable premium for coverage under the Long Term Disability Plan referred to in Article 23.01(d) above.

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 therefor 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 regular employees, the University shall contribute an amount equal to five and three-quarters percent (5.75%) 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. The Board, at its discretion, may agree to postpone a member's retirement.

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 Pension Plan for Technical, Clerical and Maintenance Staff of Lakehead University (TCM Plan).

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 regular full time position.

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

23.11 As a condition of employment, each part time regular 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 (23.01(b)) for part time regular employees, those not elsewhere covered 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(23.01(c)), part time regular employees must enrol in the University plan and the University will contribute fifty percent (50%) of the applicable premium for such coverage.

ARTICLE 24 - UNION COMMITTEE

24.01 The Union Committee shall consist of five (5) regular full time 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.

24.02 The names of each of the committee women and the names of the chairman and members of the Union committee shall be given to the University in writing.

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

24.04 No person shall be present as a member of the Union committee for the consideration of her own personal grievance.

24.05 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, providing that either party presents an agenda to the other party by the preceding Monday

ARTICLE 25 - GRIEVANCE PROCEDURE

25.01 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 immediate supervisor and may have her committee woman present if she so desires. If she is not satisfied she shall then, within two (2) working days, present a grievance on the approved grievance form to her immediate supervisor who shall, within two (2) working days, give her written reply.

STEP 2 If the grievance is not resolved, it shall be forwarded by the committee woman 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 his reply in writing.

25.02 If the parties are unable to resolve the grievance, the Union or the University may refer the matter to arbitration within ten (10) working days. Prior to such referral, the parties are encouraged to utilize the services of a Settlement Officer appointed by the Ministry of Labour in a responsible attempt to resolve the matter(s) in dispute.

25.03 All time limits may be extended by written mutual agreement.

25.04 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.

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

25.06 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 26 - DISCHARGE CASES

26.01 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.

26.02 When an employee has been dismissed without notice, she shall have the right to interview her committeewoman for a reasonable period of time before leaving the University premises.

26.03 All such cases shall be taken up within three (3) working days of the date the employee is notified of her discharge. A claim by an employee, who has attained seniority, that she has been unjustly discharged from her 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 his reply in writing. All preliminary steps of the grievance procedure up to but not including Step 3 shall be omitted in such a case.

26.04 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 27 - UNIVERSITY AND UNION GRIEVANCE

27.01 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 28 - ARBITRATION

28.01 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 ten (10) regular working days from the date of the final decision at Step 3, failing which the grievance shall be deemed to be settled or abandoned.

28.02 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 ten (10) working days after either party has requested the other to agree upon an Arbitrator. If at the end of the ten (10) working 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.

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

28.04 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.

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

ARTICLE 29 - TESTING

29.01 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.

29.02 A bargaining unit employee, upon application for a position in the bargaining unit other than the position held, may be required to take tests or otherwise demonstrate her capabilities to perform the work of the position sought. Any such program of tests or the like shall be reviewed in advance with the Union and shall be administered under the direction of the Human Resources Department.

ARTICLE 30 - LEAVE FOR JURY DUTY

30.01 When a full time regular employee is summoned for jury duty or as a court witness, she 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.

30.02 When a part time regular employee is summoned for jury duty or as a court witness, she shall not suffer any **loss** of wages while so serving provided that she rearranges her work schedule (with supervisory approval) so as to ensure that no working time is missed by reason of such jury or court leave. In this instance, a part time regular employee shall be entitled to keep any remuneration paid to her by the court for the **performance** of jury duty.

ARTICLE 31 -JOB DESCRIPTIONS

31.01 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.

31.02 Evaluation of Positions

The joint University and Union evaluation committee will meet to evaluate job fact sheets using the Stevenson Kellogg Ernst & Whinney (SKEW) job evaluation system. The representatives are persons that have been trained in the SKEW system of job evaluation.

31.03 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 31.01, 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.

31.04 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 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. The Human Resources

Departments shall communicate the committee's decision in writing to the employee and the supervisor.

The position which was the subject of the appeal may not be the subject of a subsequent appeal until the level of the job content for the position shall have seen significant change.

31.05 Job Reclassification and Salary Adjustment

In the event that a job is reclassified as the result of the review and/or appeal process, the resulting salary adjustment date shall be based on the date of documentation.

ARTICLE 32 - ACCESS TO RECORDS

32.01 Employees shall have a 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.

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

32.03 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 33 - TECHNOLOGICAL CHANGE

33.01 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.

33.02 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.

33.03 Where a person is affected by Article 33.02, she will receive as much advance notice as possible.

33.04 Video Display Terminals: An employee who is pregnant and has a concern about operating a video display terminal 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 maternity leave benefits. Upon completion of the maternity leave, the employee shall return to her former position and appropriate salary.

33.05 The Employer agrees that an employee who spends the majority of her time operating a video display terminal will be eligible for an eye examination when she assumes such a position and once per year thereafter.

ARTICLE 34 - HEALTH AND SAFETY

34.01 The Employer and the Union agree to abide by the regulations and obligations as noted in the Ontario Occupational Health and 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 one member and one alternate member to the Lakehead University Joint Occupational Health and Safety Committee.

ARTICLE 35 - TERMINATION, DURATION AND RENEWAL

35.01 This Agreement shall become effective on the first day of July 1993 and shall remain in full force and effect until the thirtieth day of June 1996, 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 not more than ninety (90) days and not less than thirty (30) days before the thirtieth of June in any year thereafter in which this Agreement continues to remain in effect.

35.02 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	<ul style="list-style-type: none">• Mail Clerk• Shelver
Level 2	Bookstore Clerk Library Clerk
Level 3	Accounts Clerk Accounts Payable Clerk Accounts Receivable Clerk Bookbinder Bookstore Clerk Delivery Clerk, Distance Ed. Registrar's Clerk Library Clerk Library Shipper/Receiver Print Shop Machine Operator Secretary Special Orders Clerk Specialty Bindery Operator Stationery Stores Clerk
Level 4	Library Clerk Office Services Clerk Printing Clerk Registrar's Clerk Residence Clerk Secretary Secretary/Receptionist Financial Aid Clerk Switchboard Operator
Level 5	Accounts/Admissions Clerk - Residence Accounts Clerk Accounts Payable Clerk Accounts Receivable Clerk Bookstore Shipper/Receiver Clerk - CTRC Maintenance Clerk Registrar's Clerk Secretary Test Librarian Print Shop Machine Operator Printing/Mail Clerk

Level 6	Financial Assistant (Development Office) Library Assistant Research Office Assistant Scheduling Assistant Secretary Teacher Education Programs Assistant
Level 7	Accounts Analyst (Payables) Accounts Analyst (Receivables) Accounting Assistant (Finance) Text Book Supervisor Secretary Senior Acquisitions Technician Senior Cataloguing Technician University Advancement/ Alumni Services Assistant
Level 8	Buyer/Customs and Traffic Officer Financial Aid Assistant Senior Buyer Senior Press Operator

• Job not subject to job posting (Article 10)

Part II - Progressions

- a) Salary increments will be granted to full time regular 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.
- b) Salaries for part time regular employees will be administered as follows:
 - i) during the first two years of service - at the START rate equivalent;
 - ii) during the third and subsequent years of service - at the 1 YEAR rate equivalent.

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 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 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 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 regular 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 former position and appropriate salary.

- ii) An employee relieving in a higher classification that falls outside of the bargaining unit will have her 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 former position and appropriate salary.
- iii) Filling of positions as outlined in this article may not be made the subject of a grievance.

Part IV

Salary Schedule
July 1, 1993

	Start	1 Year	2 Year	3 Year	4 Year	5 Year
Level 1	\$1,612	\$1,653	1,702	1,761	1,825	1,867
Level 2	\$1,762	\$1,801	\$1,859	\$1,913	\$1,977	\$2,022
Level 3	\$1,900	\$1,942	\$2,005	\$2,068	\$2,125	\$2,168
Level 4	\$2,009	\$2,057	\$2,121	\$2,193	\$2,264	\$2,315
Level 5	\$2,160	\$2,223	\$2,286	\$2,359	\$2,441	\$2,495
Level 6	\$2,215	\$2,279	\$2,348	\$2,420	\$2,502	\$2,559
Level 7	\$2,267	\$2,330	\$2,407	\$2,479	\$2,563	\$2,623
Level 8	\$2,369	\$2,432	\$2,508	\$2,586	\$2,673	\$2,736

Schedule B

Employment Classifications

Employment status is defined as follows:

1. **Full Time Regular Employee** - means a person who, having successfully completed the probationary period, occupies an established full time position within the University's annual operating budget and works 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) above, the terms and conditions of this Agreement shall not apply during the inactive period.
2. **Part Time Regular Employee** - means a person who, having successfully completed the probationary period, occupies an established part time position within the University's annual operating budget and works regular hours of twenty (20) hours or more per week, but less than 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) above, the terms and conditions of the Agreement shall not apply during the inactive period.
3. **Term Employee** - means a person who is hired on a full time or part time basis with a duration of employment not anticipated to extend beyond twelve (12) months. A further extension of six (6) months is possible, after which time the position must be designated as full time regular or part time regular, as appropriate.
4. **Casual Employee** - means a person who is hired on an hourly basis for brief or irregular periods and whose anticipated employment in any given department is estimated to be less than four (4) months.

LAKEHEAD UNIVERSITY

AND

O.P.E.I.U. - LOCAL 96

LETTER OF UNDERSTANDING "A"

RE: TUITION WAIVER **BENEFITS/STAFF** DEVELOPMENT

It is the University's intent that, for the duration of this Agreement, the following entitlements and conditions shall apply with respect to tuition waiver privileges and staff activities.

a) Tuition Waiver

Lakehead University Tuition Waiver Policy Effective September 1991

Rationale

The university wishes to encourage its employees and family members to further their education at minimal cost.

Policy

Waiver of tuition fees on University credit courses is available to full time employees, spouses and dependents subject to guidelines as set out below.

Definitions

Established position - A permanent position approved by the Board of Governors. In certain circumstances, established positions may be filled by term employees. When this occurs, these employees would be eligible for tuition waiver.

Contract employee - A person working under a specific work arrangement which does not involve an established position.

Dependents - Unmarried children of an employee under 21 years of age, or under 25 years of age and a full time student in the Fall/Winter term and/or part time in the Spring/Summer term, and dependent upon the employee for support.

Spouse - A person of the opposite sex to whom the employee is legally married or a common-law spouse who is an individual of the opposite or same sex with whom the employee cohabits and whom the employee publicly represents as his/her spouse.

Guidelines

1. Employees in established positions are eligible for waiver of tuition fees.
2. Term employees will be eligible for waiver of tuition fees as long as their term appointment continues.
3. Contract employees with an appointment of at least 10 months' duration may apply for waiver of tuition fees.
4. Employees on approved job sharing arrangements may apply for a waiver of tuition fees on a pro-rated basis.
5. Spouse and dependents of employees eligible under Guidelines 1 to 3 may apply for waiver of tuition fees.
6. At retirement, an employee is eligible for a tuition waiver for any **course(s)** in which **he/she** is currently enrolled and for the next two academic years.
7. A spouse or dependent of an employee who retires at normal retirement date or dies, will continue to be eligible for the waiver until **he/she** has completed the **course(s)** in which he or she is enrolled, and for the next two academic years. In the event that retirement at normal retirement date or death of an employee precedes the enrolment of a dependent, and the employee has been employed at least ten years with **Lakehead** University, the dependent will be eligible for three academic years, provided registration takes place within five years of death or retirement of employee.
8. The waiver of tuition fees 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-rata basis.
9. An employee who is on sick leave with pay, or receiving payment under a plan for long term disability, or receiving payment under the Workers' Compensation Act, or is on **maternity/paternity/parental** leave, or is on self-funded leave, is eligible for waiver of tuition fees as if **he/she** was at work. A spouse or dependent of such an employee is similarly eligible.
10. An employee on an approved leave without pay for non-medical reasons for a term in excess of one month is ineligible for waiver of tuition fees while on such leave unless the employee is participating in an approved educational program. **Spouse** and dependents are also ineligible.
11. 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 Chairman/Director and an explanation of how the time

will be made up. Time taken for any courses taken during working hours shall be made up by the employee.

12. Waivers of tuition fees for employees in established positions are a cost of operating for Lakehead University. Budgets will be established against which the cost of waivers will be charged.

Waivers of tuition fees for contract employees will be charged against the contract funding.

13. This policy does not apply to audit fees, co-op fees, activity fees, lab fees, field trip fees, or other incidental fees that may be required.

14. Completed application forms must be forwarded to the Accounts Office together with the registration form.

15. Policy interpretations should be directed to the Director of Human Resources

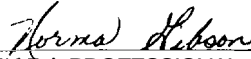
b) Staff Development

A full time regular employee having successfully completed her probationary period may enrol in a non-university course that is job related and have seventy-five percent (75%) of the tuition fees (up to a maximum of \$200 annually) reimbursed to the employee (providing she is still employed) upon presentation of proof of successful completion of the course, and subject to the following conditions:

- the course must be taken outside of working hours;
- prior written approval must be obtained from the department head; and,
- prior authorization from the Director of Human Resources must be obtained.

SIGNED FOR

THE BOARD OF GOVERNORS OF
LAKEHEAD UNIVERSITY



OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 96

May 5, 1995

DATE

LAKEHEAD UNIVERSITY

AND

O.P.E.I.U. - LOCAL 96

LETTER OF UNDERSTANDING "B"

RE: EMPLOYMENT OPPORTUNITIES- EXTENDED LEAVE
PROVISIONS

Should a vacancy arise in a position for which a bargaining unit employee on leave has indicated her interest in being **considered**, and in accordance with the procedures outlined below, the University will consider such application in the filling of the vacancy, subject to the need to maintain the efficient and effective operation of each department within the University.

To indicate interest, the employee, prior to taking vacation leave **and/or** leave of absence, must submit on an approved form to the Union Committee Chair an application for the specific **position(s)** for which she seeks consideration, a copy of a current resume and a phone number at which she can be contacted. Should a vacancy in such a position be posted within two (2) weeks of the official date for return to work of the employee, the Union Committee Chair **shall forward** the **application(s)**, resume and phone number to the Human Resources Department. Such **name(s)** will be added to those applying in the normal fashion. If **shortlisted**, an applicant must be available for an interview within forty eight (48) hours of the closing of the posting.

SIGNED FOR:

THE BOARD OF GOVERNORS OF
LAKEHEAD UNIVERSITY

Norma Gibson

OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 96

May 5, 1995

DATE

LAKEHEAD UNIVERSITY

AND

O.P.E.I.U. - LOCAL 96

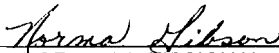
LETTER OF UNDERSTANDING "C"

RE: REVISION OF BENEFITS

The University and the Union agree to review, during the life of this Agreement, the current benefits coverage, specifically annual deductibles and annual maximums, to determine if a change in these terms is warranted. If it is mutually agreeable that a change is beneficial, any premium savings would be directed to new or existing OPEIU benefits coverage such as pension contributions, dental, vision, medical, etc.

SIGNED FOR:

THE BOARD OF GOVERNORS OF
LAKEHEAD UNIVERSITY



OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 96

May 5, 1995
DATE

LAKEHEAD UNIVERSITY

AND

O.P.E.I.U. - LOCAL 96

LETTER OF UNDERSTANDING "D"

RE: RE-OPENER

In the event that the Social Contract is repealed prior to the expiration of this agreement, the University and the Union agree to re-open the Collective Agreement for the purpose of negotiating wages and benefits.

SIGNED FOR:

THE BOARD OF GOVERNORS OF
LAKEHEAD UNIVERSITY



OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 96

May 5, 1995
DATE

DATED at Thunder Bay, Ontario, this 5th day of May, 1995.

SIGNED FOR:

THE BOARD OF GOVERNORS OF

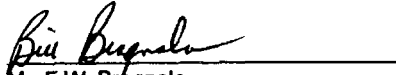
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UNION, LOCAL 96



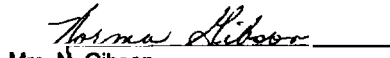
Mr. F.L. Poulter
Vice President (Administration)



Mr. D. Talarico
Union Representative



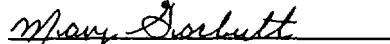
Mr. F.W. Bragnalo
Director of Human Resources



Mrs. N. Gibson
Vice President



Mrs. L. Wilson
Human Resources Officer



Mrs. M. Garbutt
Chief Negotiator



Mrs. G. Everall
Committeewoman



Ms A. Glavish
Committeewoman