

**FULL TIME COLLECTIVE AGREEMENT
AND PART TIME ADDENDUM**

SOURCE	University		
EFF.	93	07	01
TERM.	96	06	30
No. OF EMPLOYEES	100		
NOMBRE D'EMPLOYÉS	SFC		

BETWEEN

LAKEHEAD UNIVERSITY

AND

SERVICE EMPLOYEES' INTERNATIONAL UNION,

LOCAL 268

July 1, 1993 to June 30, 1996

INDEX

1169501

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ARTICLE ■ - GENERAL PURPOSE

1.01 The purpose of this Agreement is to secure for the University and the Union the full

benefits of orderly and legal bargaining in respect to hours, wages and working conditions. This Agreement moreover seeks to provide for fair and peaceful adjustment of all disputes that may arise between the parties. It is recognized as a duty of the parties hereto and of all employees to cooperate fully, individually and collectively for the advancement of the conditions set forth herein.

ARTICLE 2 - RECOGNITION

2.01 The University recognizes the Union as the exclusive bargaining agent for all its employees at Thunder Bay, save and except supervisors, persons above the rank of supervisor, operating engineers, security personnel, academic employees, office staff, persons regularly employed for not more than 24 hours per week and students employed during the vacation period of May 1st to Labour Day.

2.02 The University may employ skilled workmen on a temporary basis on special projects, who will not be employees within the meaning of this Agreement. The University agrees that, for the duration of this Agreement, work normally performed by employees within the bargaining unit shall continue to be performed by employees within the bargaining unit, provided that this Article shall not deprive the University of the right to contract out work beyond the scope of the existing staff to perform expeditiously at the time.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes the right of the University to hire, lay off, promote, demote, transfer or suspend or otherwise discipline or discharge an employee for just cause subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.

3.02 The Union further recognizes the exclusive right of the University to operate and manage its affairs in all respects in accordance with its obligations and to make and alter from time to time rules and regulations which shall not be inconsistent with the provisions of this Agreement. The Committee of the Union shall be informed of any changes as outlined in this paragraph and such changes shall be posted on bulletin boards for five (5) days to give the employees time to acquaint themselves with these changes before they take effect.

ARTICLE 4 - RELATIONSHIP

4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised by either party with respect to any member of the bargaining unit in any matter with regard to conditions of employment as provided in this agreement by reason of race, colour, age (except for retirement as provided for in this agreement), religious affiliation, sex, sexual orientation, marital status, nationality, ancestry, political affiliation, ethnic origin, place of origin, family status nor by reason of membership or activity/lack of activity in the Union.

4.02 It is agreed that there shall be no solicitation of members, collection of dues, or other Union activities on the premises of the University during working hours except as specifically provided for in this Agreement.

4.03 It is agreed that the Shop Steward shall be given the opportunity of interviewing each new employee upon completion of thirty (30) days' employment and prior to the completion of his 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 and the authorization card dues deduction. Such interviews shall not exceed ten minutes.

4.04 The University shall advise the Union monthly of the names of new employees hired.

4.05 Upon request, a Union Representative may visit the University premises for the purpose of participating in the settlement of a grievance.

4.06 Access to Records:

- a. There shall be one official file maintained in the Human Resources Department for each employee.
- b. 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.
- c. An employee having had access to his records may request corrections of or amendments to the contents of any such records. If the request is denied he may submit a notation indicating his disagreement.
- d. 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 5 - UNION SECURITY AND DUES DEDUCTION

5.01 As a condition of employment, all employees shall become members of the Union on completion of their probationary periods. Probationary employees shall pay equivalent union dues commencing the first full month of employment. They shall remain members in good standing as long as they are employed by the University.

5.02 The University shall deduct monthly from each employee the amount of regular union dues as established by the Local Union. The amount of such dues shall be certified to the University by the Financial Secretary of the Union.

5.03 The amounts so deducted shall be remitted to the Financial secretary of the Union before the end of the month in which such dues are deducted.

5.04 The University will at the same time of forwarding each remittance provide the Union with a statement showing the names of those employees from whose pay the deduction was made and the period for which these deductions were made.

5.05 The Union will indemnify and save harmless the University from any claims and disputes by reason of its acting hereunder.

ARTICLE 6 - STRIKES AND LOCKOUTS

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

6.02 The University agrees that there will be no lockout of employees so long as this Agreement is in effect.

ARTICLE 7 - PROBATIONARY PERIOD

7.01 All new employees shall be considered probationary employees for a period of two (2) months following date of last hire. Where deemed necessary, the probationary period for an employee may be extended by mutual agreement for a further one (1) month. The Union shall

be revised in writing of the University's intent within the initial **two (2)** month probationary period. Agreement to extend probationary periods will not be unreasonably withheld.

7.02 The discharge, dismissal, 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. This shall be a lesser standard for the purposes of **s.43.1(2)** of the Labour Relations Act.

ARTICLE 8 - SENIORITY, LAYOFF AND RECALL

Seniority

8.01 The first **two (2)** months and up to three **(3)** months of an employee's service in accordance with the terms of Article 7 of this Agreement shall be considered a probationary period. Upon completion of the probationary period, an employee shall be entered on the seniority **list** as of the date of the start of the probationary period.

8.02 The University agrees to consider the seniority of employees in making promotions, demotions, transfers, staff reductions, rehiring and shift preference.

8.03 In all cases of promotions, demotions, transfers, **layoffs** and shift preference, the following two (2) factors shall be considered by the University in determining which employees shall be affected within their own department:

- a. the seniority ranking of **employees** affected within their own department
- b. posted qualifications, **knowledge**, experience, previous work record, training and ability to perform the normal requirements of the job.

When, after considering all available information, two (2) or more employees are relatively equal under factor (b) above, seniority as defined in factor (a) above shall govern.

8.04 When the University deems that a written test is necessary to assist in the selection process, the testing material will be reviewed in advance with a designated representative of the Union.

8.05 Seniority lists shall be posted on the **agreed-upon** bulletin boards by the University upon the signing of this Agreement and amended every six months **thereafter**. Copies of the seniority lists will be supplied to the Shop Steward and the Union office. Upon the posting of the seniority lists, employees shall have **thirty (30)** days in which to file **complaints** against their seniority standing to Human Resources, and if no complaints are filed it is **deemed** that the seniority lists as posted are correct.

8.06 The inability of an employee to work by reason of illness or accidental injury shall not result in **loss of seniority** rights during a period of one **(1)** year and such period may be extended by consent of both parties.

Layoff and Recall

8.07 In the event of layoff, the University shall lay off employees in the reverse order of their seniority within their department providing that there remain on the job employees who then have the ability to perform the work.

8.08 In determining the order for layoff, the Shop Steward shall rank seniority over all employees within the same department and the Chief Steward shall rank seniority over all Shop Stewards. This seniority ranking provision does not apply:

- a. where the Shop Steward **or** Chief Steward **is** the only employee within a given

- \department;or
- where the University's operating requirements would be unduly prejudiced by the application of this provision.

8.09 No new employee shall be hired until those laid off for **two** (2) years or less have been given an opportunity to return to work in their respective departments and have failed to notify the University of their intention to do so, in accordance with the provisions which immediately follow, or have been found unable to perform the work available.

8.10 It is the sole responsibility of the employee who has been laid off to notify the University of his intention to return to work within three **(3)** working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by **registered** mail addressed to the last address on record with the University (which notification **shall** be deemed to have been received on the second day following the date of mailing) and to return to work within seven (7) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee is solely responsible for his proper address being on record with the University.

Where the employee fails to notify the University or to return to work in accordance with the provisions of the immediately preceding paragraph, he shall lose all seniority and be deemed to have quit the employ of the University.

8.11 In the event that a **layoff** commences on the day immediately following a paid holiday, an employee otherwise **qualified** for **holid**a pay shall not be disentitled thereto solely because of the day on which the **layoff** commend.

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ARTICLE 9 - LOSS OF SENIORITY

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

- a. if the employee voluntarily leaves the employ of the University, retires or is retired under the terms of the University Pension Plan;
- b. if the employee is discharged and not reinstated pursuant to the provisions of the grievance procedure herein defined;
- c. if the employee has been laid off for more than two (2) years;
- d. if the employee has been laid off for more than two (2) weeks and fails to signify within three (3) working days after he has been notified to return to his employment by the University by registered mail addressed to his last known address or fails to return to work within seven (7) working days of such notice.

The inability of an employee to work by reason of illness shall not result in loss of seniority rights during a period of one (1) year.

The inability of an employee to work by reason of accidental injury incurred in the employ of Lakehead University shall not result in loss of seniority rights during a period of two (2) years.

9.02 It is the responsibility of each employee covered under the terms of this Agreement to advise the Human Resources Department and the Union Office of his current residential address and telephone number.

ARTICLE 10 - SHOP STEWARD

10.01 The Union shall have the right to appoint two (2) chief stewards, one full time and one part time, to represent their respective bargaining units covered under the terms of this collective agreement. In addition to chief stewards, the Union shall have the right to appoint up to five (5) stewards who shall be entitled to represent both full time and part time employees. The University notify the Employer in writing of such stewards.

10.02 The Chief Steward and other stewards will be allowed reasonable time off to carry on Union business only as such business pertains to this Agreement. To conduct such business, the stewards shall obtain the permission of their supervisors before leaving their jobs or work areas and shall notify their supervisors upon their return. Such permission shall not be unreasonably withheld.

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

10.04 The Employer will recognize a negotiating committee which shall consist of four (4) employees or less, selected by the Union. More than one (1) employee from a department would require written approval of the Director of Human Resources.

The employer shall be notified of the names of employees selected for this committee. All members of the committee shall be regular employees of the University who have acquired seniority.

The employer shall pay the regular wages to such employees up to a maximum of forty (40) hours of collective bargaining.

10.05 Union/Management Committee: The Union/Management Committee shall be made up

10.05 Union/Management Committee: The Union/Management Committee shall be made up of all numbers of representatives selected by each party. Either party may request a meeting of this committee and submit an agenda of items to be discussed.

ARTICLE 11 - HOURS OF WORK

11.01 The regular work week for all employees shall be **forty** (40) hours per week inclusive of lunch time. Such forty (40) hours to be worked in a five (5) day period of eight (8) hours each with **two** (2) consecutive days off per week.

The hours of work shall be defined as follows:

6:00 a.m. to 2:00 p.m.
 7:00 a.m. to 3:00 p.m.
 8:00 a.m. to 4:00 p.m.
 4:00 p.m. to 12:00 midnight
 6:00 p.m. to 2:00 a.m.
 12:00 midnight to 8:00 a.m.

11.02 A shift of 9:00 a.m. to 5:00 p.m. shall be applicable to Housekeeping only.

11.03 Employees hired before July 1, 1979 will not be assigned without their agreement to the 6:00 p.m. to 2:00 a.m. shift. Employees hired before July 1, 1983 will not be assigned without their agreement to the 6:00 a.m. to 2:00 p.m. shift.

Employees (excluding Housekeeping) hired before July 1, 1991 will not be assigned without their agreement to a regular shift containing Saturday and Sunday hours or a shift other than 8:00 a.m. to 4:00 p.m.

11.04 Each eight (8) hour shift includes one twenty (20) minute lunch break and **two** ten (10) minute rest periods. All lunch breaks and rest periods must be taken on the University premises unless alternate arrangements are made in advance with the immediate supervisor.

11.05 The University will rotate the days of work of employees assigned to the 12:00 p.m. to 8:00 a.m. swing shift every three (3) months, within the confines of the number of employees required per day.

11.06 Modified work-days or work-weeks can be proposed by the employee or the employer. Provided the proposal is acceptable to the employee, the supervisor and the Director of Campus Development or Manager of Residence, the modified workdays or work-week shall be granted. The hours worked shall be on average equivalent to the regular work week. Limits may be placed on the time involved in modified work and the number of employees who may participate at any given time.

ARTICLE 12 - OVERTIME

12.01 Authorized work performed in excess of eight (8) hours per day or forty (40) hours per week shall be paid for on the following basis:

- a. Monday through Saturday - time and one half (1 1/2) the employee's regular hourly rate
- b. Sunday - **two** (2) times the employee's regular hourly rate.

For the purpose of this clause, Saturday and Sunday shall be considered the normal sixth (6th) and seventh (7th) consecutive days worked.

12.02 Any overtime work shall be distributed on a rotating basis to currently active employees

12.02 Any overtime work shall be distributed on a rotating basis to currently active employees according to seniority within the department concerned. Campus Development will review and post overtime assigned quarterly on December 1st, March 1st, June 1st and September 1st of each year.

12.03 Any employee who has completed his regular day's work and is recalled to work extra time shall be paid at the rate of time and one half (1 1/2) for his classification and shall receive a minimum of four (4) hours at this rate.

When an employee is called back to work and when the particular job and related problems have been completed, the employee shall return home. However, if the employee has worked his normal shift and logged twelve (12) additional clock hours of overtime from said callback, he shall return home for eight (8) hours of rest for health and safety reasons before returning to work. The employee could return to work the balance of his scheduled shift or, by mutual agreement, work a modified work schedule to make up the balance of the normal hours for that week.

12.04 If an employee is required to work more than two (2) hours overtime which is not separated from a scheduled shift, he shall be provided with a meal allowance of \$6.00.

12.05 By mutual agreement between the University and the employee involved, equivalent time off may be granted in lieu of cash payment for overtime worked. If mutual agreement cannot be reached, cash payment will be made.

12.06 All time in excess of twelve (12) hours continuous work in one shift will be paid at double time.

ARTICLE 13 - WAGES

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

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

13.03 If an employee is transferred to a classification that has a higher rate of pay than his present classification, he shall receive the higher rate of pay, provided he works a minimum of three (3) hours in the new classification, and the transfer shall be in writing.

13.04 The University will advise the Union as to any new job classifications which may develop and the rate of pay for such new classifications will be negotiated prior to filling this new classification. If the parties are unable to agree on the rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

13.05 All employees shall be paid the rates as set out in Schedule "A". All employees working the 4:00 p.m. to 12:00 midnight shift, the 6:00 p.m. to 2:00 a.m. shift or the 12:00 midnight to 8:00 a.m. shift shall be paid a forty-seven (47) cent per hour shift differential effective July 1, 1992 while working that shift.

13.06 No supervisor or foreman shall perform any duties within the bargaining unit, except in the instance of supervisory instruction.

13.07 When replacement of a regular lead hand is authorized by the Director or Assistant Director of Campus Development or Manager of Residence, the most senior employee, working in the same department, on the same shift (subject to Article 8.03) will be awarded the position for the replacement period. For the purpose of this clause, 6:00 a.m. to 2:00 p.m., 7:00 a.m. to 3:00 p.m., 8:00 a.m. to 4:00 p.m. and 9:00 a.m. to 5:00 p.m. will be considered the same shift. Employees have the right to refuse.

the same shift. Employees have the right to refuse.

ARTICLE 14 - JOB POSTING

14.01 When new jobs are created or full time vacancies occur within the job classification set forth in Schedule "A" hereto, such openings shall be posted for the employees for five (5) working days. The posting will indicate the current location and hours of work with the understanding that the location and hours of work may be modified to address the needs of the University. Employees shall apply in writing to the Human Resources Department for such jobs posted.

14.02 If the successful applicant to a job posting is a regular employee of the University who has acquired seniority pursuant to Article 8, he shall be placed on trial for a period of two (2) months from the assumption of new duties. Where deemed necessary, the trial period for an employee may be extended by mutual agreement for a further one (1) month. The Union shall be advised in writing of the University's intent within the initial two (2) month trial period. Agreement to extend trial periods will not be unreasonably withheld.

If the employee successfully completes the trial period, he shall be confirmed in his new position upon the expiration of the trial period. If the employee is not able to carry out the duties of his new position satisfactorily, or if he requests a return to his former position, he shall be transferred back to his former position with no loss of seniority, wages and other rights and privileges that his former position called for. Upon such occurrence, any other employee promoted because of the rearrangement of positions shall also be returned to his former position without loss of seniority and at his former wage rate, and the employer may fill the position from other applicants to the original posting or may re-post the position.

If the successful applicant to a job posting has not acquired seniority pursuant to Article 8, he shall be placed on a probationary period in accordance with the provisions of Article 7.

14.03 If an employee shall, as herein provided, acquire seniority in the new department as security against layoff and in the event that such employee is to be laid off he may, by reason of his retained seniority, return to his previous job.

14.04 A "working day" shall be defined to be Monday to Friday inclusive, but excluding paid holidays pursuant to Article 18.01.

14.05 The University agrees that should it develop a plan that could result in a layoff, reduction or increase in bargaining unit positions, it will notify the Union in advance. If requested by the Union, a Union/Management Committee meeting would be arranged to discuss such plans prior to implementation.

14.06 Any employee who is interested in positions which may become vacant while he is not actively at work may leave his application with Human Resources. The employee must be available for work within fourteen (14) calendar days from the posting expiry date.

14.07

- a. A temporary vacancy is a vacancy created by an employee's absence due to maternity leave, compensable or non-compensable illness or injury, or any other leave of absence expected to exceed four (4) weeks.
- b. When a temporary full time vacancy occurs, the employer shall post the vacancy for both full time and part time employees. If a full time employee is the successful applicant, then the most senior part time employee who applied will be awarded the subsequent vacancy created.

Temporary vacancies which exceed or are expected to exceed six (6) months shall be posted in accordance with Article 14 of the Full Time Agreement. However, such vacancy may be

in accordance with Article 14 of the Full Time Agreement. However, such vacancy may be filled by mutual agreement.

ARTICLE 15 - LEAVE OF ABSENCE

15.01 Bereavement Leave:

- a. In the event of the death of an employee's spouse, child, parent, brother, sister, mother-in-law or father-in-law, an employee, except when he is on paid or unpaid leave, may be granted upon request a leave of up to three (3) days without loss of regular pay in order to attend the family member's funeral. If the employee does not attend the funeral, he may be allowed one (1) day leave without loss of regular pay for the purpose of attending an official memorial service.
- b. In the event of the death of an employee's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law, the employee may be granted upon request a one (1) day leave of absence without loss of regular pay for the purpose of attending the relative's funeral.
- c. In the event of the death of a close friend or a relative not referred to in Article 15.01 (a) or (b), the employee may be granted, upon request, a one (1) day leave of absence without loss of regular pay for the purpose of attending the funeral.
- d. When circumstances indicate additional time is required, permission may be granted (without loss of regular pay) by the employee's immediate supervisor and director and this permission will not unreasonably be denied.

15.02 Special Leave: An employee may be granted, at the discretion of the Director of Campus Development or Manager of Residence, special leave of up to three (3) days per year without loss of regular pay in the event of serious illness or injury of a member of the employee's family as defined in Article 15.01 (a).

15.03 Personal Leave of Absence: Leave of absence without pay may be granted to an employee for purposes of military service, health, education or any valid personal reason, at the discretion of the Director of Campus Development or Manager of Residence. Applications for a personal leave of absence must be made in writing and submitted for approval through the employee's immediate supervisor to the Director of Campus Development or Manager of Residence at least two (2) weeks prior to the start of such leave, except in cases of emergency where such notice would not be practical.

15.04 If a personal leave of absence is granted, the duration of such leave of absence shall be established by the University in accordance with Article 15.08.

15.05 Maternity/Paternity/Adoption Leave:

- a. Subject to the provisions of the Ontario Employment Standards Act, the University shall grant maternity leave without loss of seniority to any female employee upon request for a period of seventeen (17) weeks.
- b. Maternity leave is taken without pay and may be granted at any time within eleven (11) weeks of the expected date of birth. The University may initiate the leave of absence at an earlier date if, in the judgement of the University, the employee cannot perform her normal duties adequately.
- c. The employee must give her supervisor a minimum of two (2) weeks' notice in writing of the date she intends to begin her leave.
- d. If 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 week's notice of her intention to return.
- e. An employee who has completed three (3) years of full time service and agrees to return to the University for at least one year following the leave shall, for a seventeen (17) week period, have her maternity leave benefits under the Unemployment Insurance Act topped up to ninety-five percent (95%) of the member's regular salary.

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Maternity leave with supplemental salary is granted on the understanding that the member shall return to the University. In the event that a member is unwilling or unable to make the commitment to return to the University following her leave, maternity leave shall be taken without pay.

In the event that an employee does not fulfil her obligation to return to the University, she shall be obliged to repay to the University any supplemental monies received during her maternity leave.

An employee must qualify for and be entitled to Unemployment Insurance Commission benefits to receive the top-up benefit and must apply for Unemployment Insurance Commission benefits before the top-up benefit becomes payable. The employee shall provide the employer with proof that she is receiving such benefits.

- f. Upon request, an employee who legally adopts a child, other than the child of a spouse, and provides a copy of the proposed adoption made by the employee under the Adoption Act of a child five (5) years of age or younger shall be granted a leave of absence with pay for three (3) days.
- g. A male member is entitled to one (1) day of paid leave at the time of the birth of his child.
- h. An employee taking paternity or adoption leave shall give the supervisor as much advance notice as possible of the taking of the leave. The employee shall confirm in writing the duration and reasons for such leave upon his return to the University.
- i. An employee who is on any other form of approved leave, whether paid or unpaid, is not eligible for paternity or adoption leave.
- j. The Director of Campus Development or Manager of Residence shall authorize unpaid extensions to maternity/paternity/adoption leaves.

For All Employees

15.06 During a leave of absence an employee shall not, without the consent of the University, engage in gainful employment. If the employee does engage in other employment without the consent of the University, he may be dismissed without notice.

15.07 When an employee is granted a leave of absence without pay, the employer will pay all contributions on behalf of that employee to all the employee benefit programs provided for in Article 19, in respect of the entire calendar month in which the leave has been granted. The employee may maintain membership in the benefit programs in which he was enrolled immediately prior to such leave of absence without pay, provided that the benefit programs so permit and that the employee pays the total cost of the premiums to the employer.

15.08 Credits for service or seniority, vacation or sick leave shall not accrue or accumulate to an employee during the period of an unpaid leave of absence which extends beyond fourteen (14) calendar days.

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

15.10 Political Leave:

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

- election to public office in the Parliament of Canada or Ontario Legislature.
-)The length of leave may vary but shall not exceed the period from the date of official filing of nominations to a date seven (7) days after the election.
- c. In the event of the candidate being defeated, he will be entitled to resume his normal duties.
- d. In the event of the candidate being elected to the Parliament of Canada or Ontario Legislature, he will be granted a leave of absence without pay for the term for which he has been elected. At the end of this time, if he contests a second election and is successful, he will be required to resign his position. If he is not re-elected or does not wish to stand again, he will be entitled to resume his employment with the University but there is no guarantee of reinstatement in his former position.

15.1 Doctors' Appointments:

Employees, with the permission of their supervisor, may be allowed an early departure or late arrival at work to attend medical, dental and legal appointments not requiring a half day's absence. Such permission shall not be unreasonably withheld. Late arrival is intended to be not more than one hour after the normal starting time, and early departure is intended to be not more than one hour before the normal quitting time.

ARTICLE 16 - SICK LEAVE

FOR EMPLOYEES HIRED AFTER SEPTEMBER 12, 1979

16.01 Sick leave with pay shall be granted to all permanent full time employees hired after September 12, 1979 on the basis of one and one half (1 1/2) days per month. Any unused portion of this sick leave shall be allowed to accumulate to a maximum of one hundred and twenty (120) days.

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

FOR EMPLOYEES HIRED ON OR BEFORE SEPTEMBER 12, 1979 AND WHO OPT OUT OF THE LTD PLAN

16.03 Sick leave with pay shall be granted to all permanent full time employees hired on or before September 12, 1979 and who opt out of the University Long Term Disability Plan on the basis of one and one half days (1 1/2) per month. Any unused portion of this sick leave shall be allowed to accumulate to a maximum of two hundred (200) days.

16.04 An employee who is laid off, or resigns, or reaches retirement age, or if an employee dies before reaching retirement age, and he has at least five (5) years of service with the University, the employee or the beneficiary will be paid fifty percent (50%) of the number of days he has accumulated at the rate of fifty percent (50%) of the present rate of pay.

FOR EMPLOYEES HIRED ON OR BEFORE SEPTEMBER 12, 1979 AND WHO OPT INTO THE LTD PLAN

16.05 Sick leave with pay shall be granted to all permanent full time employees hired on or before September 12, 1979 and who opt into the University Long Term Disability Plan on the basis of one and one half days (1 1/2) per month. Any unused portion of this sick leave shall be allowed to accumulate to a maximum of one hundred and 20 (120) days.

For All Employees

16.06

- a. To receive sick leave pay, the employee may be requested to produce a doctor's

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

16.07 Absence due to an accident covered by Workers' Compensation is not considered to be covered by this Article.

16.08 Each employee shall be notified annually in March as to the number of sick leave credits he has accumulated as of the previous December 31st.

16.09 Following prolonged or serious illness, the employer may require certification that an employee is medically fit before permitting him to return to his regular duties.

16.10 Medical certificates or reports which are signed by a member of the employee's immediate family are inadmissible.

16.11 An employee shall be responsible to notify his department at or before the beginning of his shift of any illness which will prevent him from reporting to work and of his expected date of return.

16.12 No sick leave credits are earned by an employee during the period of time that he is absent from work and no longer on the University payroll.

16.13 The parties agree that the University has properly discharged its obligations with respect to premium rebates under the Unemployment Insurance Act.

[Go on to Articles 17 to 27](#)

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ARTICLE 17 - VACATIONS

17.01 Employees shall receive vacations with pay according to length of service as follows:

After 1 year of service (one week of which may be taken after the completion of six (6) months of service)	2 weeks
After 3 years of service	3 weeks
After 8 years of service	4 weeks
After 17 years of service	5 weeks

17.02 Vacation schedules shall be established on the basis of departmental seniority consistent with the continuing efficient operations of each department.

17.03 The vacation year runs from anniversary date to anniversary date (unless this date has been altered by Article 15.08). Vacation must be used within one year following the date of earning such vacation. In special circumstances vacation may be carried over from one vacation year to the next with prior approval of the supervisor and director, and such approval shall not be unreasonably withheld.

17.04 No vacation is earned by an employee during the period of time that he is absent from work and no longer on the University payroll.

17.05 An employee or his estate shall receive payment for any unused annual vacation entitlement or portion thereof due to him as of the effective date of termination.

17.06 If a designated or declared holiday falls within an employee's vacation period, it will be added to the employee's vacation or be given on another date selected by the employee, provided that the arrangement selected does not interfere with the regular workload and/or vacation schedules of other employees.

ARTICLE 18 - DESIGNATED HOLIDAYS

18.01 The following days shall be recognized as paid designated holidays:

New Year's Day **Labour Day**
Good Friday **Thanksgiving Day**
Easter Monday **Christmas Day**
Victoria Day **Boxing Day**
Dominion Day **Two (2) Floating Days**
Civic Holiday

and one (1) in conjunction with the Christmas or New Year's holiday to be taken immediately before or after these holidays at the discretion of the University to employees who have attained seniority.

18.02 Employees shall receive a day's pay for these holidays not worked, provided they have worked their last scheduled shift prior to, and their first scheduled shift after, the holiday.

18.03 If an employee is absent from the said shifts or either of them as a result of illness he shall nevertheless be entitled to pay for the holiday. The University may require that an employee absenting himself on such account shall, prior to receiving pay for such holiday, furnish a medical certificate issued by a qualified medical practitioner certifying that the

an employee was unable to work due to illness.

18.04 If an employee is required to work on a designated holiday, he shall receive time and one half (1 1/2) plus his regular pay.

18.05 An employee called in on a statutory holiday will be paid for the holiday and in addition will receive double time for the hours worked.

18.06 In the event that the designated holiday falls on an employee's day off or during his vacation period, the employee shall receive an additional day off, or one day added to his vacation.

18.07 The floating holiday shall be taken at any point during the year upon mutual agreement between the University and the employee. In special circumstances floating holidays may be carried over from one year to the next with prior approval of the supervisor and the Director, and such permission will not be unreasonably withheld.

18.08 Employees may use floating holidays or vacation days during the Christmas break, in order of seniority, provided that, as determined by the Employer, sufficient numbers of employees are available to perform required work during this period. After regular vacation requests are posted, requests for time off during the Christmas break shall be submitted to the appropriate manager prior to November 1st. The manager will review and respond to the request no later than December 1st.

ARTICLE 19 - HEALTH, WELFARE AND PENSION

19.01 As a condition of employment, each 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 University Pension Plan;
- e. the University Dental Plan; and
- f. the University Eye Care Plan

unless specifically exempted by legislation or regulation.

19.02 The University shall contribute one hundred percent (100%) of the billed rate for coverage under the Supplemental Group Medical Benefits Plan, University Group Life Insurance Plan, University Dental Plan and University Eye Care Plan referred to in 19.01 above.

19.03 To the University Pension Plan, the University shall contribute an amount equal to five and three-quarters percent (5.75%) integrated with the Canada Pension Plan.

19.04 The University shall contribute seventy-five percent (75%) of the billed rate for coverage under the Long Term Disability Plan.

19.05 The retirement age for an employee shall be as determined from time to time in the University Pension Plan. The normal retirement date shall be either December 31st or June 30th, whichever is coincident with or immediately follows a member's 65th birthday. The Board, at its discretion, may agree to postpone a member's retirement.

19.06 In the event that any of the foregoing hospital and medical plans for any reason become unavailable or are discontinued, the University shall continue to contribute towards the premium for any hospital or medical plans substituted therefor, sums of money equivalent to

being paid at the date of such unavailability or discontinuance.

19.07 The University shall establish and maintain a Joint Employment Benefits Committee to which the Union shall have the right to appoint one member.

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

19.09 Retired members beyond the age of 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 his coverage under 19.01 b) and e).

ARTICLE 20 - GRIEVANCE PROCEDURE

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

Grievances:

Step 1. An employee having a complaint shall discuss it with his supervisor, with his Shop Steward present if he so desires. If he is not satisfied, he shall then, within three (3) working days, present it as a grievance in writing to his supervisor, who shall, within three (3) working days, give a written reply as to the disposition of the grievance. Should the employee not be satisfied with the disposition of the grievance then:

Step 2. The Chief Steward may, within three (3) working days of the receipt of the supervisor's written response, request a meeting of the parties through the office of the Director of Campus Development. Such meeting shall be held within three (3) working days of the request for the meeting.

The Chief Steward may be accompanied at this meeting by the Business Representative if he so desires. The Director of Campus Development shall provide the written decision within three (3) working days of this meeting. If the written decision by the Director of Campus Development is unsatisfactory, then:

Step 3. The Chief Steward may, within five (5) working days of the receipt of the Director of Campus Development's written decision, request a meeting of the parties through the office of the Director of Human Resources. Such meeting shall be held within five (5) working days of the request for the meeting.

The Chief Steward may be accompanied by the Business Representative at this meeting if he so desires. The Director of Human Resources shall provide the written decision within five (5) working days of this meeting.

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

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

20.04 An allegation by either party that this Agreement has been misinterpreted or violated may be lodged in writing as a Policy Grievance commencing at Step 2 of the Grievance Procedure and thereafter the Grievance Procedure shall apply.



2. 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 21 - ARBITRATION

21.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to Arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairman.

21.02 if the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party, or they may request the Labour-Management Arbitration Commission for the Province of Ontario to fill the vacancies.

21.03 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board but if there is no majority, the decision of the Chairman governs.

21.04 It is understood and agreed that the Arbitration Board shall have authority only to settle disputes under the terms of this Agreement and may only interpret and apply this Agreement to the facts of the particular grievance involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

21.05 In dealing with matters of discipline, disciplinary demotion or transfer, the conferring parties or Board of Arbitration shall have power to:

- a. confirm the action of management, union or employee;
- b. reverse the action of management, union or employee;
- c. make any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.

21.06 Each of the parties hereto will bear the expense of the Arbitrator appointed by it or for it and the parties will jointly bear the expense of the Chairman of the Arbitration Board. The proceedings of the Arbitration Board will be expedited by the parties hereto.

21.07 The parties agree that no Arbitration Board set up under this Article shall have the power to add to, delete from, change, or make any decision contrary to the provisions of this Agreement.

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

ARTICLE 22 - DURATION OF AGREEMENT

22.01 This Agreement shall be in effect from the 1st day of July 1993 to the 30th day of June, 1996 and shall continue automatically thereafter for periods of one year each unless either party notifies the other in writing not more than three (3) months and not less than two (2)

months prior to the expiration date that it desires to amend this Agreement.

ARTICLE 23 -JURY DUTY

23.01 An employee **required** to serve **jury duty** shall be paid the difference between what he would have earned for his scheduled hours and the fees received pursuant to the performance of jury duty. This will be effected by the employee signing over his jury fees **less** expense money received from the authorities for meals and lodging and the employer will continue the regular salary payments.

23.02 The employee is to notify his supervisor as soon as possible after receipt of notice of selection for jury duty.

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

ARTICLE 24 - GENDER CLAUSE

24.01 Wherever in this Agreement the masculine gender is used, it shall also include the feminine gender.

ARTICLE 25 -WORK DESCRIPTION

25.01 The University agrees to provide the Union with job descriptions for all positions covered by this Collective Agreement.

ARTICLE 26 - UNIFORMS

26.01 The quantity, issue and control of protective clothing, uniforms and safety footwear shall be regulated by the University.

26.02 The employer agrees to supply:

- a. Female employees with **two** (2) pairs of pantsuits every two (2) years. Female employees **may** opt for option (b), **style** of uniforms.
- b. Employees with a **pant/shirt** combination totalling five (5) items every year.
- c. Employees performing dirtier jobs with a **pant/shirt** combination **totalling** six (6) items every year.
- d. Parkas: The University will supply, as part of their uniform, parkas to the following custodians who have the responsibility of removing garbage from buildings:
 - 1 - C.J. Sanders Fieldhouse**
 - 1 - Music and Visual Arts**
 - 1 - Bora Laskin Building**
 - 1 - Health Sciences Building**
 - 1 - Northern Forest Ecosystem Research Centre (MNR - Forestry/Biology Building)**
 - 8 - Residence**
 - 10 - University Centre Lunchroom**

Care and custody of parkas is the responsibility of the employee. Replacement will be at the discretion of the University

- e. Should clothing wear out and additional clothing is required, a request for new clothing

- may be made to the immediate supervisor.
The University will make all possible efforts to supply uniforms no later than September 1st of each applicable year.

26.03 Employees shall be required to wear their uniforms at all times while performing their jobs of work, and shall be further required to keep their uniforms clean and in proper repair.

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

26.05 The University agrees, upon request, to form a committee to discuss uniform needs and selection. The committee shall consist of one (1) female and one (1) Male Union representative and one (1) University representative.

26.06 Upon presentation of a valid sales receipt to the Campus Development office, the employer shall reimburse each regular employee up to fifty dollars (\$50.00) towards the purchase of CSA approved safety footwear during every two (2) year period commencing July 1, 1989.

Should safety footwear wear out and replacement safety footwear be required during the same two (2) year period, the Employee may obtain, upon presentation of a valid sales receipt, up to twenty-five dollars (\$25.00) towards the purchase.

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

26.07 The University shall supply pictured identification cards that employees shall carry and present upon request.

ARTICLE 27 - HEALTH AND SAFETY

27.01 Cooperation on Safety:

- a. The University and the Union agree that they mutually desire to maintain standards of health and safety in the University in order to prevent accidents, injury and illness.
- b. The University recognizes its responsibilities under the Ontario Occupational Health and Safety Act and shall maintain a Joint Occupational Health and Safety Committee. The Union shall have the right to select or appoint one (1) member and one (1) alternate member to the Lakehead University Joint Health and Safety Committee. This may be a combined selection from the Full Time and Part Time units.
- c. The Joint Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve workplace conditions related to safety and health.
- d. The University agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- e. Time spent by an employee attending a Joint Health and Safety Committee meeting shall be considered time worked.
- f. The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- g. Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee may be placed on an unpaid leave of absence until she becomes eligible for maternity leave benefits.

SCHEDULE "A"

Department and Classification	July 1, 1993
ELECTRICAL DEPARTMENT	
Electrician- Lead Hand	\$20.00
Electrician	\$17.97
Electrician- Helper	\$15.00
GROUNDSD DEPARTMENT	
Grounds - Lead Hand	\$17.63
Groundswoker	\$15.00
HOUSEKEEPING DEPARTMENT	
Custodian I - Lead Hand	\$15.24
<i>Custodian II - Lead Hand</i>	\$15.24
Custodian I	\$14.33
Custodian II	\$14.33
Caretaker	\$14.67
MAINTENANCE DEPARTMENT	
Maintenance - Lead Hand	\$19.09
Carpenter	\$16.77
Maintenance A	\$16.45
RECEIVING/SHIPPING DEPARTMENT	
Receiver/Shipper - Lead Hand	\$16.67
Receiver/Shipper/Trucker	\$15.00
Part Time Only	
SUMMER STUDENTS	
Senior Room Attendant	\$7.38 + V.P.
Room Attendant	\$6.87 + V.P.

Dated at Thunder Bay, Ontario this 11th day of October, 1994

SIGNED FOR:

**BOARD OF GOVERNORS, LAKEHEAD
UNIVERSITY****F.L. POULTER****Vice** President (Administration)**F.W. BRAGNALO**

Director of Human Resources

J. PODD

Director of Campus Development

L. WILSON

Human Resources Officer

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 268****G. ORAM**

Union Representative

J. DREWES

Chief Steward

S. BISHOP

Committee Member

K. DAHL

Committee Member

C. WIRTZ

Committee Member

R. NAHACHEWSKY

Committee Member (Part Time Unit)

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LAKEHEAD UNIVERSITY
AND
SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 268
LETTER OF UNDERSTANDING

Re: Grounds Maintenance

Pursuant to Article 13.03, the Union and the University agree that Mr. Richard Inglis, Groundswoker, shall receive the Maintenance A rate of pay while performing duly authorized maintenance work on grounds equipment, and that the three (3) hour minimum as set out in Article 13.03 shall be waived.

LAKEHEAD UNIVERSITY
AND
SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 268
LETTER OF UNDERSTANDING

Re: Modified Work/Light Duties

The University and the Union agree to work towards the establishment of a University Policy whereby employees suffering job related injuries may return to work with modified or light duties. Until such a policy is established, the Union and the University agree that staff members who suffer job-related injuries may be offered modified work/light duties, where such work is available and is agreed suitable by the employee, the attending physician and the University.

Placements are to be short term in nature and will require continuous monitoring.

LAKEHEAD UNIVERSITY
AND
SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 268
LETTER OF UNDERSTANDING

Re: Technological Change

The parties agree that:

Technological change means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery or new equipment or machinery.

Where the University has decided to introduce a technological change which could significantly alter the status of an employee within the bargaining unit, the University will notify the Union in writing and meet with the Union to discuss the impact of such changes and to consider practical ways of minimizing adverse effects (if any) upon the employees concerned.

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.

Employees who are subject to layoff under conditions referred to above will be given notice of the impending change in employment status at the earliest reasonable time.

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 salary.

The University agrees that an employee required to operate a video display terminal for more than four (4) hours per day will be eligible for an eye examination when he assumes such a position and once per year thereafter.

LAKEHEAD UNIVERSITY

AND

SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 268

LETTER OF UNDERSTANDING

Re: Bumping

The parties agree that if a transfer is not accomplished in accordance with Article 8.03 and the displaced employee has opted to exercise his seniority (bump), the displaced employee shall:

a) bump the junior employee working on the same shift within the same department,

or

b) bump the most junior employee in the same department or classification,
then

c) bump the most junior employee in the bargaining unit, provided that the displaced employee meets the requirements of the job being performed.

The most junior employee displaced by the exercise of bumping may be laid off.

LAKEHEAD UNIVERSITY
AND
SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 268
LETTER OF UNDERSTANDING

Re: Personal Harassment

It is the University's intent that, for the duration of this Agreement, the following entitlements and conditions shall apply with respect to personal harassment.

The Board of Governors of Lakehead University endorses the principle that all members of the University community have the right to study and work in an environment free from harassment. The Board endeavours to provide an environment which is supportive of the University's goals, dignity and self-esteem of its members, and will not tolerate behaviour that denies individuals their dignity.

Personal harassment of any kind is considered a serious offence, subject to disciplinary action by the appropriate University authority.

DEFINITION

Harassment is defined by the Ontario Human Rights Code, 1981, as a course of comments or conduct consisting of words or actions that disparage or humiliate a person in relation to one of the prohibited grounds contained in the Code. Like the Human Rights Code, the Board of Governors prohibits harassment on the grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses] marital status, family status or handicap.

Harassment may be related to any of the grounds prohibited by the Code. It can include comments or conduct by a person in a position of authority which are intimidating, threatening or abusive and may be accompanied by direct or implied threats to the individual's grade(s), status or job. Harassment can also occur between people of similar authority. Harassment occurs when it is known or ought reasonably to be known that such comments or conduct would be unwelcome.

PROCEDURE

10 Confidential Advice about Personal Harassment Problems

1.0 Confidential Advice about Personal Harassment Problems

1.1 A member of the University community who wants advice about one or more incidents of harassment should contact the Personal Harassment Contact Person.

1.2 The Contact Person will meet with the individual as soon as possible and:

- I. identify options available to the individual;
 - II. review informal means of resolving the problem;
 - III. provide advice on formal means of investigation and discipline;
 - IV. determine whether the individual should be encouraged to contact a more appropriate body or individual for help.
- 1.3 No reprisals will be taken against individuals solely because they have sought advice about a personal harassment problem.

2.0 Formal Investigation of Written Complaints

• 2.1 Jurisdiction

The Personal Harassment Contact Person has jurisdiction to call for an investigation into written complaints of harassment. The investigation will be assigned by the President to the most appropriate member of the University. Where appropriate, written procedures already in place will be followed. For example, students would be disciplined for harassment under the terms of the Code of Student Behaviour and Disciplinary Procedures and employees would be disciplined using normal disciplinary procedures which may be governed by a collective agreement.

• 2.2 Protection from Reprisals

No reprisals will be taken against individuals who have filed a complaint solely because they have filed a complaint, or against a witness solely because they have been a witness in the complaint process. No reprisal will be taken against an individual solely because the person was a respondent in a personal harassment case that was dismissed.

• 2.3 Letter of Complaint

A complaint must be in writing and signed before a case can proceed to the formal investigation stage. A valid letter of complaint should normally contain the following information: who the alleged harasser was/is, where the alleged harassment took place, when the alleged harassment took place, and the nature of the alleged harassment.

- 2.4 All formal letters of complaint must be addressed to the Personal Harassment Contact Person and should be delivered in a sealed envelope marked "Confidential".
- 2.5 The Personal Harassment Contact Person will notify the respondent that there has been a complaint and give a copy of the complaint to the respondent and to the President who will assign the responsibility to investigate the complaint to the most appropriate member of the University.
- 2.6 The Personal Harassment Contact Person may refuse to take action, including the call for a formal investigation, on a complaint which is deemed to be frivolous or vexatious. Persons making frivolous and vexatious complaints may be subject to discipline.
- 2.7 Legal Advice

Legal advice will be made available, if necessary, to the Personal Harassment Contact Person.

• 2.8 Formal Records

No records will be kept of complaints which do not proceed beyond 1.2. The records of all complaints which proceed beyond 1.2 will be maintained in confidence in the office of the Director of Human Resources.

LAKEHEAD UNIVERSITY
AND
SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 268
LETTER OF UNDERSTANDING
Re: Re-Opener for Social Contract

The parties agree that in the event that the Social Contract Act is repealed prior to the expiration of this collective agreement, either party may give notice in writing to the other of their intention to re-open negotiations for the purpose of addressing compensation.

LAKEHEAD UNIVERSITY
AND
SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 268
LETTER OF UNDERSTANDING
Re: Term Employees

Definition: Article 1.02(b): A person hired for a short period of time after part time employees have been given first option to work.

1. Term employees will be hired to cover peak periods of work or to perform special tasks.
2. Upon request, the Employer shall supply the Union with information regarding the use of term employees.
3. A term employee shall not be hired for a term of more than four (4) months. However, this may be extended by mutual agreement of the parties.
4. A term employee shall not accumulate seniority or serve a probationary period.
5. Term employees may apply for part time job postings. When a term employee is the successful applicant in a job posting, if he had worked 346.5 continuous hours in the twelve (12) month period prior to the posting, he will be deemed to have completed a probationary period and will be credited with seniority back to the date of hire.
6. The release of a term employee shall not be the subject of a grievance.

LAKEHEAD UNIVERSITY
AND
SERVICE EMPLOYEES 'INTERNATIONAL UNION, LOCAL 268
LETTER OF UNDERSTANDING

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 designated common-law spouse as defined in the Family Law Act, **1986**.

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.

- on a pro-rated basis.
- 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 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 has completed the course(s) in which he 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 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 interpretation should be directed to the Director of Human Resources

b) STAFF DEVELOPMENT

A full time regular employee having successfully completed his 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 he 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.

)

LAKEHEAD UNIVERSITY
AND
SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 268
LETTER OF UNDERSTANDING

Re: Modified Work

The parties agree that a sub-committee of the Joint Health & Safety Committee will be formed to review the modified work program. The size of the sub-committee will be determined by the Joint Health & Safety Committee. At least half of the sub-committee will represent workers. The recommendations of the sub-committee will be forwarded to the Vice-presidents.

Failing the establishment of this sub-committee, the University agrees to meet with the Union to review the issue of employee representation.

The University agrees to notify the SEIU Joint Health & Safety Committee representative when an injured employee is returning to modified work and when the meeting to discuss the return will take place. The parties agree that it will be the employee's choice whether a union representative will be present at the meeting.

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ADDENDUM
TO AGREEMENT COVERING
Part Time Bargaining Unit Employees
BETWEEN: LAKEHEAD UNIVERSITY
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 268

INDEX

ARTICLE 1 - GENERAL PURPOSE

1.01 Same as Full Time Agreement

1.02 Definitions:

- a. Part Time Employee: A person hired for regularly scheduled periods of time on an ongoing basis, normally up to **twenty-four (24)** hours per week, or a person hired to work as required (**not regularly scheduled**) but available continuously, normally not more than **twenty-four (24)** hours per week.
- b. Term Employee: A person hired for a short period of time after Part Time Employees have been given first option to work.
- c. Summer Student: A person who is hired during the school vacation period and will be returning to school as a student. Employees may work up to **eighty (80)** hours in a **bi-weekly** period.
- d. Temporary Vacancies:
 - i. A temporary vacancy is a vacancy created by an **employee's** absence due to maternity leave, compensable or non-compensable **illness** or injury, or any other leave of absence expected to exceed **four (4)** weeks.
 - ii. Temporary vacancies which continue over **six (6)** months in duration can either **be** extended for a further period of time with agreement from the Union or be reposted.

ARTICLE 2 - RECOGNITION

2.01 The University **recognizes the Union as the bargaining** agent for all its employees in the City of Thunder Bay **regularly employed for not more than twenty-four (24)** hours per week and students employed **during the school vacation period**, save and except supervisors, persons above the rank of supervisor, **technical staff, office and** clerical staff and persons in bargaining units for which any trade union held bargaining rights as of **October 24, 1991**.

2.02 Same as Full Time Agreement

ARTICLE 3 - MANAGEMENT RIGHTS

Same as Full Time Agreement

ARTICLE 4 - RELATIONSHIP

Same as Full Time Agreement

ARTICLE 5 - UNION SECURITY AND DUES DEDUCTION

Same as Full Time Agreement

ARTICLE 6 - STRIKES AND LOCKOUTS

Same as Full Time Agreement

ARTICLE 7 - PROBATIONARY PERIOD

7.01 All new Part Time Employees shall be considered probationary employees until they have completed 346.5 hours of work. Where deemed necessary, the probationary period for an employee may be extended by mutual agreement for a further 173 hours. The Union shall be advised in writing of the University's intent within the initial 346.5 hour probationary period. Agreement to extend probationary periods will not be unreasonably withheld.

7.02 Same as Full Time Agreement

ARTICLE 8 - SERVICE, SENIORITY, LAYOFF AND RECALL

Seniority

8.01 The first 346.5 hours and up to 519.5 hours of an employee's service in accordance with the terms of Article 7 of this Agreement shall be considered a probationary period. Upon completion of the probationary period, an employee shall be entered on the seniority list as of the date of the start of the probationary period.

Service and seniority for part time employees shall accumulate according to the number of hours for which the employee actually works.

8.02 Part time employees will accumulate service and seniority on the basis of one (1) year's seniority for each 2,080 hours worked in the bargaining unit as of the last date of hire. Seniority will operate on a bargaining unit wide basis.

Transfer of **Service** and Seniority

8.03 An employee whose status is changed from full time to part time shall receive credit for his full service and seniority. An employee who has completed his probationary period and whose status is changed from part time to full time shall receive credit for seniority and service on the basis of one (1) year **equals** 2,080 hours worked.

8.04 The University agrees to consider the seniority of employees in making promotions, demotions, transfers, staff reductions, rehiring and shift preference.

8.05 Same as Full Time Agreement, Article 8.03

8.06 Same as Full Time Agreement, Article 8.04

8.07 Same as Full Time Agreement, Article 8.05

8.08 Same as Full Time Agreement, Article 8.06

Layoff and **Recall**

8.09 In the event of layoff, the University shall lay off employees in the reverse order of their

8.1)" In the event of layoff, the University shall lay off employees in the reverse order of their bargaining unit seniority, providing that there remain on the job employees who have the ability to perform the work.

8.09 In determining the order for layoff, the Shop Steward (Part Time) shall rank seniority over all part time employees in the bargaining unit. This seniority ranking provision does not apply where the University's operating requirements would be unduly prejudiced by the application of this provision.

8.10 No new employee shall be hired until those laid off for one year or less have been given an opportunity to return to work in the bargaining unit and have failed to notify the University of their intention to do so, in accordance with the provisions which immediately follow, or have been found unable to perform the work available.

8.11 Same as Full Time Agreement, Article 8.10

8.12 Same as Full Time Agreement, Article 8.1 ■

ARTICLE 9 - LOSS OF SENIORITY

Same as Full Time Agreement

ARTICLE 10 - SHOP STEWARD

10.01 Same as Full Time Agreement

10.02 Same as Full Time Agreement

10.03 Same as Full Time Agreement

10.04 The Employer will recognize a negotiating committee of two (2) which shall consist of one (1) part time employee selected by the Union and the Chief Steward or his designate.

The Employer shall be notified of the names of the employees selected for this committee.

The Employer shall pay the regular wages of the part time employee up to a maximum of forty (40) hours of collective bargaining.

10.05 Same as Full Time Agreement

ARTICLE 11 - HOURS OF WORK

11.01

- a. Part time employees will not be regularly scheduled for more than twenty-four (24) hours per week, inclusive of lunch time. However, part time employees may be offered more work in any week, which the employee has the option of refusing.
- b. When eight (8) hour shifts are required, they shall be defined as follows:

11.02 Each employee shall be allowed two (2) consecutive days off each week except in case of emergency.

11.03 Same as Full Time Agreement, Article 11.04

11.04

- I. **Attempts will be made to allocate** hours of work that monthly would **provide** each employee with an equal number of hours worked. It is understood that when allocating

employee with an equal number of hours worked. It is understood that when allocating hours of work, part time employees must have the ability to perform the work. When equal distribution is not possible, senior employees will be given the first opportunities for available hours.

- II. When a part time employee is filling a posted temporary full time position, the hours associated with this position shall be exempted from the equalization noted in (a) above.

ARTICLE 12 - OVERTIME

Same as Full Time Agreement

ARTICLE 13 - WAGES

Same as Full Time Agreement

ARTICLE 14 - JOB POSTING

14.01 When new jobs are created or vacancies occur within the job classifications set forth in Schedule "A" hereto for part time employees or summer students, such openings shall be posted for seven (7) days. The posting will indicate the current location and hours of work with the understanding that the location and hours of work may be modified to address the needs of the University. Employees shall apply in writing to the Human Resources Department for such jobs posted.

14.02 New full time jobs or vacancies shall be made available first to full time employees and second to part time employees. If there are still no successful candidates, the University will then make such positions available to other applicants.

14.03 New part time jobs or vacancies shall be made available first to part time employees and second to full time employees. If there are still no successful candidates, the University will then make such positions available to other applicants.

14.04 If the successful applicant to a job posting is an employee of the University who has acquired seniority pursuant to Article 8, he shall be placed on trial for 346.5 hours from the assumption of new duties. Where deemed necessary, the trial period for an employee may be extended by mutual agreement for a further 173 hours. The Union shall be advised in writing of the University's intent within the initial trial period. Agreement to extend trial periods will not be unreasonably withheld.

If the employee successfully completes the trial period, he shall be confirmed in his new position upon the expiration of the trial period. If the employee is not able to carry out the duties of his new position satisfactorily, he shall be transferred back to his former position with no loss of seniority, wages and other rights and privileges that his former position called for. Upon such occurrence, any other employee promoted because of the rearrangement of positions shall also be returned to his former position without loss of seniority and at his former wage rate, and the employer may fill the position from other applicants to the original posting or may re-post the position.

If the successful applicant to a job posting has not acquired seniority pursuant to Article 8, he shall be placed on a probationary period in accordance with the provisions of Article 7.

14.05 Same as Full Time Agreement, Article 14.03

14.06 Same as Full Time Agreement, Article 14.05

14.07 Same as Full Time Agreement, Article 14.06

14.09 Part time employees shall have the right to bid on temporary vacancies in the full time bargaining unit. Part time employees performing duties in the full time unit will maintain their part time status and upon completion of the assignment will return to their former position.

14.09 If a successful applicant for a full time job posting is a part time employee who has completed a probationary period, he will be placed on a trial period in accordance with Article 14.02 of the Full Time Agreement.

ARTICLE 15 - LEAVE OF ABSENCE

15.01 An employee who averages twenty-four (24) hours or more in the four (4) preceding weeks will be eligible for the following provisions:

Bereavement Leave: Same as Full Time Agreement, Article 15.01

15.02 Special Leave: Same as Full Time Agreement

15.03 Personal Leave of Absence: Same as Full Time Agreement

15.04 Same as Full Time Agreement

15.05 Maternity Leave:

- a. Same as Full Time Agreement
- b. Same as Full Time Agreement
- c. Same as Full Time Agreement
- d. Same as Full Time Agreement
- e. The Director of Campus Development or Manager of Residence shall authorize unpaid extensions to maternity leaves.

For All Employees

15.06 Same as Full Time Agreement

15.07 Credits for service or seniority shall not accrue or accumulate to an employee during an unpaid leave of absence.

15.08 Same as Full Time Agreement, Article 15.09

15.09 Political Leave:

- a. Same as Full Time Agreement
- b. Same as Full Time Agreement
- c. Same as Full Time Agreement

ARTICLE 16 - VACATIONS

16.01 Part Time Vacation Pay:

A part time employee who has completed less than 6,240 hours of continuous service shall receive 4% of earnings.

A part time employee who has completed 6,240 hours but less than 16,640 hours of continuous service shall receive 6% of earnings.

A part time employee who has completed 16,640 hours but less than 35,360 hours of continuous service shall receive 8% of earnings.

continuous service shall receive 8% of earnings.

Vacation pay shall be issued to the employee in each paycheque. The amount of vacation pay payable shall be identified apart from regular earnings.

ARTICLE 17 - DESIGNATED HOLIDAYS

17.01

- a. The following days shall be recognized as paid designated holidays for part time employees:

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

- b. If a part time employee is required to work on any of the holidays listed in Article 17.01 (a), the employee shall be paid at time and one half (1½) plus any holiday pay for which he qualifies as per the Employment Standards Act.

ARTICLE 18 - BENEFITS FOR PART TIME EMPLOYEES

18.01 A part time employee (excluding summer students) shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in part by the University, as part of direct compensation or otherwise, save and except salary, holiday pay, vacation pay, call back pay, shift differential, jury duty and leave of absence) an amount equal to 8% of his regular straight time hourly rate for all straight time hours paid.

ARTICLE 19 - GRIEVANCE PROCEDURE

Same as Full Time Agreement, Article 20

ARTICLE 20 - ARBITRATION

Same as Full Time Agreement, Article 21

ARTICLE 21 - DURATION OF AGREEMENT

21.01 This Agreement shall be in effect from the 1st day of July 1993 to the 30th day of June 1996, and shall continue automatically thereafter for periods of one year each unless either party notifies the other in writing not more than three (3) months and not less than two (2) months prior to the expiration date that it desires to amend this Agreement.

ARTICLE 22 - JURY DUTY

Same as Full Time Agreement, Article 23

ARTICLE 23 - GENDER CLAUSE

Same as Full Time Agreement, Article 24

ARTICLE 24 - WORK DESCRIPTION

Same as Full Time Agreement, Article 25

ARTICLE 25 - UNIFORMS

25.01 Part time employees will be provided with two (2) shirts every year.

25.02 Same as Full Time Agreement, Article 26.07

ARTICLE 26 - HEALTH AND SAFETY

26.01 Cooperation on Safety: Same as Full Time Agreement, Article 27.01

SCHEDULE "A"

Same as Full Time Agreement

LETTER OF UNDERSTANDING RE: BUMPING

Same as Full Time Agreement

LETTER OF UNDERSTANDING RE: MODIFIED WORK

Same as Full Time Agreement

LETTER OF UNDERSTANDING RE: MODIFIED WORK/LIGHT DUTIES

Same as Full Time Agreement

LETTER OF UNDERSTANDING RE: PERSONAL HARASSMENT

Same as Full Time Agreement

LETTER OF UNDERSTANDING RE: TECHNOLOGICAL CHANGE

Same as Full Time Agreement

LETTER OF UNDERSTANDING RE: TERM EMPLOYEES

Same as Full Time Agreement

LETTER OF UNDERSTANDING RE: RE-OPENER FOR SOCIAL CONTRACT

Same as Full Time Agreement

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