

COLLECTIVE AGREEMENT

BETWEEN

LAKEHEAD UNIVERSITY
(Hereinafter called the "University")

of the First Part;

AND

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

of the Second Part

JULY 1, 2023 TO JUNE 30, 2026

Table of Contents

Article 1: General Purpose	4
Article 2: Gender Neutral Language	4
Article 3: Legislative Changes	4
Article 4: Recognition	4
Article 5: Relationship	5
Article 6: Management Rights.....	6
Article 7: Committee Persons	6
Article 8: Prohibition of Strikes, Work Stoppages and Lockouts	7
Article 9: Probationary and Trial Periods	8
Article 10: Posting and Filling Vacancies	8
Article 11: Equal Opportunity	9
Article 12: Seniority and Layoff.....	10
Article 13: Loss of Seniority – Termination	11
Article 14: General.....	11
Article 15: Hours of Work and Overtime.....	12
Article 16: Wages.....	13
Article 17: Paid Holidays.....	13
Article 18: Vacation.....	14
Article 19: Sick Leave.....	15
Article 20: Pregnancy & Parental Leave	16
Article 21: Bereavement Leave	18
Article 22: Leave of Absence	18
Article 23: Health, Insurance and Pension.....	20
Article 24: Grievance Procedure	21
Article 25: Discharge Cases.....	22
Article 26: University and Union Grievance	23
Article 27: Arbitration.....	23
Article 28: Testing.....	23
Article 29: Leave for Jury Duty.....	23
Article 30: Job Descriptions.....	24

Article 31: Access to Records.....	25
Article 32: Technological Change	25
Article 33: Health and Safety	25
Article 34: Surveillance Equipment	26
Article 35: Termination, Duration and Renewal	26
Schedule A.....	26
Part I - Positions.....	26
Part II - Progressions	27
Part III - Promotions - Transfers - Demotions - Remuneration for Relief.....	28
Part IV Salary Schedule.....	29
Schedule B.....	32
LETTER OF UNDERSTANDING "A" RE: WORKPLACE INSURANCE	33
LETTER OF UNDERSTANDING "B" RE: LONG TERM DISABILITY	35
LETTER OF UNDERSTANDING "C" RE: EMPLOYEE REVIEW	36
LETTER OF UNDERSTANDING "D" RE: STAFF DEVELOPMENT.....	37
LETTER OF UNDERSTANDING "E" RE: BENEFITS FOR TEMPORARY FULL TIME EMPLOYEES.....	38
LETTER OF UNDERSTANDING "F" RE: WORKPLACE HARASSMENT.....	39
LETTER OF UNDERSTANDING "G" RE: PENSION PLAN.....	41
For Information Purposes Only.....	42

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: Gender Neutral Language

2.01 The parties to this Collective Agreement agree that it shall be written in gender neutral language.

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)** Schedule II employees;
- b)** supervisors, and employees whose positions are classified outside of the Salary Grades as listed in Schedule A;
- c)** persons regularly employed for less than 17.5 hours per week;
- d)** students employed during their vacation periods;
- e)** students funded by the Lakehead University Work Study Program;
- f)** all persons employed in the offices of the President, Vice President, Assistant to the President and the Associate Vice-President of Human Resources;
- g)** nine (9) executive secretaries;
- h)** three (3) persons employed in the Finance (Payroll) Department; and
- i)** persons excluded by the Labour Relations Act of Ontario.

4.02 For part time employees as defined in Schedule B - Employment Classifications, the following Articles of this Agreement shall not apply or shall only apply in the modified manner set forth in the specific Article: 4 (Recognition); 10 (Employment Opportunities); 12 (Seniority, Layoff and Recall); 15 (Hours of Work and Overtime); 17 (Paid Holiday); 18 (Vacations); 19 (Sick Leave); 20 (Maternity and Adoption Leave); 22 (Leave of Absence); 23 (Health, Insurance and Pension); 29 (Leave for Jury Duty); Schedule A, Schedule B and Letters of Understanding B, C, D and E.

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

4.04 Temporary employees as defined in Schedule B will not be covered by the provisions of this agreement save and except payment of union dues and being hired at the start rate or more for the level of work being performed and eligibility for benefits for those who are hired for eight months or more.

4.05 The University agrees that persons excluded from the bargaining unit will not perform duties that are normally assigned to Bargaining Unit employees except for the purpose of:

a) training employees

b) holiday relief

c) short-term illness relief

d) emergencies when bargaining unit members in the department are not available.

Article 5: Relationship

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

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

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

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

5.05 A new employee covered by this Agreement shall become and remain a member of the Union.

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

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

5.08 The Union shall notify the Associate Vice-President, Human Resources in writing of any authorized change to initiation fees, dues and special assessments at least twenty (20) working days prior to the effective date of the change. If such deductions require modifications to the University payroll system, the parties will meet to discuss and mutually agree to the implementation. 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 to the Secretary-Treasurer of the Union the total of the deductions made.

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

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

5.12 Transfers to Non-Union Positions within Lakehead University

An employee may accept a transfer to a temporary position within Lakehead University excluded from the bargaining unit and shall be subject to the following terms and conditions:

The immediate supervisor at their discretion may grant the employee a Leave of Absence in order to take a temporary position outside of the bargaining unit.

The period of exclusion shall be up to twelve (12) months, which may be extended by mutual consent between the employee, the Union, and the University to a maximum of twenty-four (24) months.

Seniority shall continue to accumulate for the length of the temporary transfer.

The employee shall pay the equivalent of Union dues bi-weekly by payroll deduction for the duration of the transfer.

The employee shall return to the employee's former position.

The employee will continue to receive COPE Union benefits including vacation and sick throughout the duration of the leave.

The position left vacant may be filled with a temporary employee as defined in Article 4.04.

Article 6: Management Rights

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

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

Article 7: Committee Persons

7.01 The Union Committee may consist of five (5) employees of the University, one of whom may be the President or Vice President of the Union. The Union Committee shall cooperate with the University in the

administration of this Agreement and shall deal with all grievances, negotiations and any matter properly arising out of this Agreement.

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

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

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

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

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

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

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

e) Union Meetings: The Employer agrees to allow employees a two-hour lunch break to attend one meeting for the ratification of the Collective Agreement.

f) For the purpose of administering this Collective Agreement, Union Committee persons as identified in Article 7.01 shall be entitled to one (1) hour per month, immediately before or after their regularly scheduled lunch break, without loss of pay or benefit, for the purpose of attending regularly scheduled COPE Local 96 representatives Unit meetings. Prior permission from their supervisor is required and will not be unreasonably withheld.

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

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

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

7.08 The University agrees to hold regular meetings with the Union Committee to discuss items of mutual interest. These meetings will be scheduled for the first Wednesday of every month, provided that either party presents an agenda to the other party by the preceding Monday.

Article 8: Prohibition of Strikes, Work Stoppages and Lockouts

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

employees to return to work and to perform their regular duties and to resort to the established grievance procedures.

Article 9: Probationary and Trial Periods

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

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

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

9.02 a) An employee transferred or promoted to a new position within the Bargaining Unit shall be considered to be on a trial period for up to three (3) continuous months. When an extension of the trial period may be necessary, the supervisor will meet with the employee to discuss the reason(s) for an extension. After this meeting, the trial period for an employee may be extended by mutual agreement between the University and the Union for up to a further two (2) months. The Union shall be advised in writing of the University's intent within the initial three (3) month trial period. Agreement to extend a trial period will not be unreasonably withheld.

b) At any time prior to the expiration of this trial period, the employee may return or be returned, subject to Article 12.02, to their 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 their previous position, reasons for such return will be provided to the Union upon request.

9.03 An employee who is on a probationary or trial period is restricted from bidding on a posting during their 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 their former position without loss of seniority or salary progression subject to Article 12.02.

Article 10: Posting and Filling Vacancies

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 sent to the Union Committee and posted on the University Website for five (5) working days:

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 their former position of an employee on a trial period

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

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

Applicants for a posted vacancy shall apply in writing, including a cover letter and resume on or before the expiry date of the posting.

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

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

Once a vacancy has been approved, it will be posted within ten (10) working days of the approval, and attempts will be made to fill the vacancy within twenty (20) working days.

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

b) Among internal applicants for the posted vacancies, the following factors shall be considered:

i) the ability to perform the required duties of the posted position as demonstrated through previous experience, and

ii) previous work record.

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

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

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

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

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

Article 11: Equal Opportunity

11.01 The University and the Union agree that there will be no discrimination against any employees or prospective employees in regard to employment based on the prohibited grounds as defined in the Ontario Human Rights Code.

Article 12: Seniority and Layoff

12.01 Seniority shall be defined as length of continuous service in a full time position with the University from the date of hire in a COPE position and shall become effective after the successful completion of the probationary period as defined in Article 9.01. Seniority for employees is subject to Article 12.07.

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

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

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

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

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

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

An employee who is transferred to a vacant position shall be given up to three (3) months to demonstrate the ability to perform the duties and responsibilities of the new position. An employee who fails to perform satisfactorily during the trial period shall be entitled to one bump at the same or lower job level. Should the employee be unsuccessful in this position, the employee shall be laid off.

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

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

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

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

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

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

12.05 Two copies of the seniority list will be issued to the Union by the University no later than the end of June and December;

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

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

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

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

Article 13: Loss of Seniority – Termination

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

a) the employee voluntarily leaves the employ of the University or retires under the terms of the University Pension Plan;

b) the employee is discharged and not reinstated;

c) the employee has been laid off for a continuous period of twelve (12) months;

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

e) the employee fails to report to work at the termination of a leave of absence without providing a reason satisfactory to the University.

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

Article 14: General

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

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

14.03 It is the responsibility of the employee to keep the University and the Union informed at all times of their correct address.

14.04 The University agrees to permit the Committee person who is the President or unit Vice-President as per Article 7.01 to utilize the internal email system as an electronic bulletin board for communicating with bargaining unit employees on the understanding that such information shall be in keeping with the general spirit and intent of this Collective Agreement.

The Union, its agents and employees within the Bargaining Unit agree that there shall be no Union activities during working hours except as referred to in this Collective Agreement or with prior written approval by the Associate Vice-President Human Resources or their designate.

14.05 At the request of the employee, a union representative may be present at all meetings between Human Resources and COPE members.

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. Employees may request to change their start and finish times as long as they meet the operational needs of the department and the standard hours of work. Employees will submit their requests in writing directly to their Supervisor. Supervisors will consider these requests for approval based upon the operational needs of the department. All such approvals can be cancelled within a minimum of 2 weeks notice, at the discretion of the Supervisor.

b) For positions within departments that provide service seven (7) days per week, the standard work week shall consist of thirty-five (35) hours per week, such work to be performed in five (5) consecutive days between Monday and Sunday. This shall only apply to employees hired on or before December 14, 2018. The above shall not constitute a guarantee of hours of work per day or hours of work per week. Prior to any departmental change to standard operating hours, written notice will be given to the Union.

c) 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. The University shall post a schedule a minimum of two weeks in advance. Changes to the posted schedule may be required on less than two weeks notice based on operational needs.

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

15.07 Meal Allowance: The University will pay a meal allowance when an employee is required to work overtime for two (2) hours or more immediately following a normal work day. The allowance will be equivalent to the cost of a standard meal in the University Main Cafeteria or Residence Cafeteria.

Article 16: Wages

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

16.02 Wages shall be paid bi-weekly on Friday.

Article 17: Paid Holidays

17.01 a) The University recognizes the following as paid holidays:

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

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

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

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

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

17.04 Each employee shall be paid for each holiday, provided that they work their regularly scheduled days or is on an approved paid leave of absence immediately preceding and immediately following such paid holiday, or if they have been absent on an approved unpaid leave of absence totaling no more than five (5) working days immediately preceding and/or following the holiday.

17.05 Part time 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 (when possible, will be 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: Vacation

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 their 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 1.25 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 three (3) weeks of annual vacation with pay.

c) an employee having completed seven (7) years of service as of June 30th each year is entitled to four (4) weeks of annual vacation with pay, subject to Article 18.03.

d) an employee having completed fifteen (15) years of service as of June 30th each year is entitled to five (5) weeks of annual vacation with pay, subject to Article 18.03.

Effective January 1, 2019, the vacation entitlement as per Article 18.02 a) and b) shall apply to existing and new employees.

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

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

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

18.04 If a paid holiday, as outlined in this Agreement, occurs during an employee's vacation period, they will be granted an additional day's vacation for each holiday in addition to their regular vacation time.

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

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

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

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

18.07 Vacation entitlements may be carried over or accumulated up to a maximum of five (5) days from one vacation year to the next with prior approval from the supervisor. The Office of Human Resources will be notified in writing of such arrangements. The vacation year runs from July 1st to June 30th. Vacations must be used within one year following the date of earning the vacation.

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

Part time employees shall receive vacation pay as follows:

a) less than 12,740 hours of service, 6%

b) between 12,740 hours and 27,300 hours of service, 8%

c) between 27,300 hours and 45,500 hours of service, 10%

d) after 45,500 hours of service, 10.4%;

e) after 47,320 hours of service, 10.8%

Article 19: Sick Leave

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

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

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

19.04 a) To qualify for sick leave pay, an employee may be required to provide a statement from their treating physician or nurse practitioner:

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

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

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

b) In reviewing an employees' sick leave usage, Human Resources may interview an employee if usage appears to be excessive, and may request a note from their treating physician or nurse practitioner for periods of sick leave of any duration. The ability of Human Resources to request notes from their treating physician or nurse practitioner under this clause shall expire three (3) months after the interview takes place. Employees requiring doctors notes under this article will not be reimbursed for the cost of these notes unless the University requests that the "Lakehead University Employee Medical/Work Limitation Form" is used. The employee will then be reimbursed by the University for the cost of completing the form up to \$35.00 per form.

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

19.06 Application for Long Term Disability benefits is mandatory for a prolonged illness/disability which may exceed 17 weeks (85 working days). An application must be submitted by the employee to the Long Term Disability carrier in the period of 9 to 11 weeks following onset of the illness/disability. No sick leave as provided in Article 19 shall be paid out after the 17 week period (85 working days) if the employees' claim has been approved.

An employee shall be entitled to sick leave as provided in Article 19 if adjudication of the claim is delayed through no fault of the employee. Similarly, an employee shall be entitled to sick leave if the Long Term Disability claim is denied and the employees' absence from work would otherwise satisfy the terms of Article 19.

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

19.07

The parties acknowledge their respective obligations as per the *Ontario Human Rights Code* in the accommodation process. If accommodation is required by the employee and it is determined to be required, the employee shall cooperate with the University and the Union. The parties shall apply a supportive and collaborative approach in the development and implementation of accommodation plans.

Article 20: Pregnancy & Parental Leave

20.01 An employee who has completed at least 13 weeks of continuous service and is pregnant will be granted or may be required to take pregnancy leave without pay for up to seventeen (17) weeks. Upon completion of her pregnancy leave, an employee is entitled to take sixty one (61) weeks unpaid parental leave. A new parent who hasn't taken pregnancy leave is entitled to sixty three (63) weeks unpaid parental leave which may begin no later than 52 weeks after the day the child is born or comes into the employee's custody, care and control for the first time. An employee electing to take pregnancy leave shall provide her

supervisor with a minimum of two (2) weeks' notice in writing of the date the leave is to begin. Where feasible additional advance notice may be provided to her supervisor.

20.02 a) An employee who has completed one (1) year of full time employment and agrees to return to the University for one (1) year following her pregnancy leave shall, for a period of up to seventeen (17) weeks, have her maternity leave benefits under the Employment Insurance Act supplemented to an equivalent of ninety-five percent (95%) of her regular wages.

b) An employee having completed a minimum of one (1) year of full-time, continuous service and who agrees to return to the University for one year following the parental leave will be entitled to parental leave benefits topped up to 95% of the employee's regular salary for a twelve (12) week period. In the event an employee does not fulfill the above obligation regarding return, the employee shall be obliged to repay the University for any supplemental monies received during the maternity leave.

c) At no point shall payments under 20.02 a) and 20.02 b) exceed the amount of top up available under the twelve (12) month Employment Insurance rate.

d) All payments made under this policy must be in accordance with the agreement that is filed by the University with Service Canada pursuant to paragraph 37(1) of the Employment Insurance Regulations. Employees do not have the right to Supplemental Unemployment Benefits (SUB) payments except as specified in the plan. In the event that any employee is unwilling or unable to make a commitment to return to work following the leave, pregnancy/parental leave will be taken without pay. If an employee does not return to work at the end of their pregnancy/parental leave, the employee shall repay to the University any supplemental wages received during the pregnancy/parental leave at the time the employee advises the University of their intent not to return to work. An employee must be entitled to and apply for Employment Insurance Benefits before the supplemental benefit becomes payable. Any employee disentitled or disqualified from receiving unemployment insurance benefits is not eligible for SUB payments. The employee shall provide the University with proof that they are 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 their supervisor, whenever possible, a minimum of two (2) weeks' notice in writing of the date they intend to begin their leave. Where feasible additional advance notice may be provided to the supervisor.

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, the employee must provide four (4) weeks' notice of their intention to return.

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

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

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

- a) receive full vacation entitlement in the following vacation period
- b) accumulate sick leave credits while on leave
- c) accumulate seniority while on leave
- d) maintain their prevailing salary progression date
- e) continue with the benefit coverage provided in Article 23.01 unless the employee advises the University in writing that they do not wish to continue to make employee contributions.

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

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

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

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

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

Article 21: Bereavement Leave

21.01 If the parent, spouse, child, grandchild, brother, sister, mother-in-law, father-in-law or grandparent of an employee dies, the employee will not be required to attend at work for a period of up to five (5) consecutive working days following the death of such person, and the employee will not suffer any reduction in pay as a result of the non-attendance at work under such bereavement leave.

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

21.03 When circumstances indicate an additional two (2) days may be granted by the employee's immediate supervisor.

21.04 In the event the burial/service is held at a later date, the member can split the allocated bereavement days.

Article 22: Leave of Absence

22.01 A department head may, at their discretion, grant a leave of absence without pay and without loss of seniority to an employee for personal reasons. The employee shall be reinstated to the position held prior to

their leave of absence if such leave is of less than three (3) months' duration, or after three (3) months' leave of absence to a position in the same classification and/or salary grade to which the employee would be entitled by reason of ability and seniority standing.

22.02 The following does not apply to employees on pregnancy/parental/adoption leave, Workers' Compensation, or long term disability benefits (refer to Articles 19, 20 and Letters of Understanding A and B):

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 their prevailing salary progression date; and
- v) continue full benefit coverage.

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

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

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

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

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

- i) receive vacation entitlement in the following vacation period prorated from the first day of the fourth month of continuous absence (i.e. a three (3) month period of grace is provided);
- ii) not accumulate sick leave credits while on leave;
- iii) not accumulate seniority after three (3) consecutive months of absence;
- iv) have their salary progression date advanced by the duration of the leave that exceeds three (3) months; and
- v) be responsible for paying the full premiums required for the benefit coverage they intend to continue.

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

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

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

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

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

Article 23: Health, Insurance and Pension

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

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

unless specifically exempted by legislation or regulation.

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

b) For full time employees, the member shall pay one hundred percent (100%) of the applicable premium cost for their coverage under Article 23.01(d) the Long Term Disability Plan Effective January 1, 2007.

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

23.04 Full time employees and eligible part-time employees as per Article 23.13 will belong to the Lakehead University Employee Pension Plan and shall each contribute an amount based on the Letter of Understanding "G" Pension Plan and shall not be integrated with the Canada Pension Plan.

23.05 An employee who wishes to retire shall endeavor to provide three (3) months' notice in writing to their supervisor.

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

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

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

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

23.10 As a condition of employment, each part time employee shall enroll, 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.

23.11 With respect to Supplemental Medical (Article 23.01(b)) for part time employees, those not covered elsewhere must enroll 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.

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

23.13 Part time employees have the option of eligibility and membership in the Lakehead University Employee Pension Plan in accordance with LUEPP Article 3.01.

23.14 Retired members beyond the age of fifty-five (55) shall have the right to remain enrolled in the Supplemental Group Medical Benefits Plan and the basic University Dental Plan. The retired member shall pay one hundred percent (100%) of the premium costs of the coverage under Article 23.01 (b) and (f).

Article 24: Grievance Procedure

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

STEP 1 The employee shall first discuss the complaint with their immediate supervisor and may have a Committeeperson present if so desired. If the employee is not satisfied the Union shall then, within three (3) working days, present a grievance on the approved grievance form to the immediate supervisor who shall, within two (2) working days, give the employee a written reply.

STEP 2 If the grievance is not resolved, it shall be forwarded by the Committeeperson 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 Associate Vice-President, Human Resources within three (3) working days.

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

24.02 If the parties are unable to resolve the grievance, the Union or the University may refer the matter to arbitration within thirty (30) days.

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

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

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

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

Article 25: Discharge Cases

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

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

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

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

Article 26: University and Union Grievance

26.01 An allegation by either party that the Agreement has been misinterpreted or violated may be lodged in writing as a policy grievance commencing at Step 3 of the grievance procedure.

Article 27: Arbitration

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

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

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

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

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

Article 28: Testing

28.01 Employees shall only be required to take tests when such tests are designed exclusively for assessing candidates for promotion, transfer, bumping or placement into a new position.

28.02 All testing of employees shall be administered under the director of the Office of Human Resources.

28.03 a) The University shall notify the Union in advance of any posting that will require assessment. Upon request, the University shall consult with the Union to ensure tests shall be relevant to the requirements of a given classification.

b) Tests shall be administered on a uniform basis to all applicants. The University shall not be required to test a bidder who has written a test for the same position or group of positions within the last six (6) months.

c) Tests shall be designed so as to enhance objectivity.

Article 29: Leave for Jury Duty

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

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

29.02 When a part time employee is summoned for jury duty or as a court witness, the employee shall not suffer any loss of wages while so serving provided that the employee rearranges their 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 the employee by the court for the performance of jury duty.

Article 30: Job Descriptions

30.01 Determination of Job to be Performed/Job Descriptions

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

30.02 Evaluation of Positions

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

30.03 Classification Review

Whenever:

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

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

30.04 Job Evaluation Appeals Committee

A joint University and Union job evaluation appeals committee shall meet to resolve appeals of job classifications. The employee or supervisor who feels that the position has been incorrectly classified by the evaluation committee may file a written appeal to the appeals committee for consideration. The employee and/or the supervisor may make representation to the committee. The committee may call upon such persons as it deems necessary to give information or advice. The Office of Human Resources shall notify, in writing, the employee and/or supervisor who submitted the appeal of the decision of the committee.

The decision of the joint job evaluation appeals committee shall be final and binding. The decisions of this committee are not grievable.

30.05 Job Reclassification and Salary Adjustment

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

Effective June 1, 2004, in the event that the evaluation results in a job rate higher than that in effect prior to evaluation, the incumbent's rate will move step by step to the appropriate level in the new salary range, retroactive to the date the request for review was submitted.

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

Article 31: Access to Records

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

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

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

Article 32: Technological Change

32.01 Where the University has decided to introduce a technological change which will alter the status of an employee within the Bargaining Unit, the University undertakes to meet with the Union in advance, to consider measures which might be taken to assist employees so affected. For purposes of this article, technology will be defined as changes in techniques, machines, controls, materials, processes and work organization.

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

32.03 Where a person is affected by Article 32.02, they will receive as much advance notice as possible.

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

Article 33: Health and Safety

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

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

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

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

Article 34: Surveillance Equipment

34.01 Surveillance equipment may be installed by the University to protect critical areas from theft, and/or to enhance the personal safety of Members.

34.02 Surveillance equipment will not be used in Member occupied areas during working hours without the knowledge of the members in the area and the Union.

34.03 The University will not use surveillance equipment, for the purpose of monitoring Union members work performance.

34.04 Nothing in this article shall prohibit the employer from using surveillance equipment in addressing any matters related to the Employee Code of Conduct.

Article 35: Termination, Duration and Renewal

35.01 This agreement shall become effective on the first day of July 2023 and shall remain in full force and effect until the thirtieth day of June 2026, and from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other before the thirtieth of June in any year thereafter in which this Agreement continues to remain in effect.

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.

Canadian Office and Professional Employees' Union (COPE), Local 96

Schedule A

Part I - Positions

Level 1	<i>No current positions</i>
Level 2	Mail/Printing Clerk
	Bookstore Clerk
Level 3	Switchboard Operator

	Bookstore Clerk
Level 4	Library Support Technician
Level 5	Administrative Assistant Switchboard Operator Program/Administrative Assistant Residence Front Desk Receptionist Library Clerk
Level 6	Admissions Information Assistant Administrative Assistant Administrative Clerk Library Technician Library Assistant Library Clerk Enrolment Services Processing & Scheduling Assistant Residence Operations Clerk PhD Program Facilitator & International Student Liaison Program Assistant Ethics Coordinator/Administrative Assistant Scheduling Assistant
Level 7	Administrative Assistant Accounts Admissions Clerk Customer Service and Collections Associate Library Assistant Scheduling & Administrative Assistant General Merchandise Buyer/Accounts Receivable Accounts Payable Clerk Shipper Receiver & Supplies Buyer Textbook Supervisor Gift & Database Administrator
Level 8	Administrative Assistant External Relations Associate Placement Officer Printing /Bindery Operator Customer Service Assistant Undergraduate Programs Administrator
Level 9	Accounting Analyst Buyer/Customs & Traffic Officer

Part II - Progressions

a) A newly hired employee may be placed anywhere within the salary level to which they are hired depending on their education and experience.

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

i) progression steps as outlined in Part IV: Salary Schedule;

ii) upon the transfer to a higher rated position, in accordance with the provisions delineated in Part III.

iii) in the case of part time employees, 1820 hours shall be equal one (1) year.

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

a) Promotions

An employee promoted to a position in a higher salary grade shall be placed in the salary progression of the new position that is immediately greater than their 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 who transfers from one position to another position of equal grade or lower shall be placed at their current year step in the new positions' salary grid 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 their 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 and part time employees in their departments when filling the temporary vacancy. A notice outlining the duties and qualifications needed to perform the work and the duration of the position will be circulated within the department.

ii) 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 their former position and appropriate salary.

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

Year 1: JULY 1, 2023 - JUNE 30, 2024

		Start	1 Year	2 Year	3 Year	4 Year
Level 1	Hourly	18.13	18.58	19.80	20.54	21.45
	Bi-Weekly	1,268.37	1,300.72	1,386.49	1,438.39	1,501.59
	Monthly	2,748.14	2,818.23	3,004.05	3,116.52	3,253.45
	Annual	32,977.69	33,818.75	36,048.56	37,398.18	39,041.41
Level 2	Hourly	19.80	20.24	21.51	22.25	23.27
	Bi-Weekly	1,386.49	1,416.58	1,506.09	1,557.26	1,628.39
	Monthly	3,004.05	3,069.25	3,263.21	3,374.06	3,528.18
	Annual	36,048.56	36,830.95	39,158.56	40,488.63	42,338.16
Level 3	Hourly	21.36	21.87	23.27	23.90	24.93
	Bi-Weekly	1,494.81	1,530.93	1,628.73	1,673.11	1,745.20
	Monthly	3,238.77	3,317.00	3,528.90	3,625.07	3,781.27
	Annual	38,865.15	39,804.03	42,346.79	43,500.81	45,375.16
Level 4	Hourly	22.59	23.12	24.64	25.46	26.59
	Bi-Weekly	1,581.33	1,618.19	1,725.01	1,782.20	1,861.25
	Monthly	3,426.21	3,506.08	3,737.55	3,861.41	4,032.68
	Annual	41,114.52	42,072.96	44,850.43	46,336.97	48,392.18
Level 5	Hourly	24.33	25.01	26.52	27.46	28.69
	Bi-Weekly	1,702.45	1,750.59	1,856.66	1,922.12	2,008.79
	Monthly	3,688.63	3,792.95	4,022.78	4,164.59	4,352.36
	Annual	44,263.64	45,515.47	48,273.38	49,975.07	52,228.37
Level 6	Hourly	24.94	25.62	27.21	28.15	29.38
	Bi-Weekly	1,746.09	1,793.48	1,904.82	1,970.26	2,056.43
	Monthly	3,783.18	3,885.86	4,127.10	4,268.91	4,455.60
	Annual	45,398.12	46,630.38	49,525.21	51,226.91	53,467.17
Level 7	Hourly	25.51	26.22	27.91	28.81	30.15
	Bi-Weekly	1,785.95	1,835.60	1,953.71	2,016.15	2,110.22
	Monthly	3,869.56	3,977.15	4,233.06	4,368.34	4,572.15
	Annual	46,434.77	47,725.71	50,796.60	52,420.04	54,865.78
Level 8	Hourly	26.64	27.39	29.11	30.08	31.46
	Bi-Weekly	1,864.94	1,916.85	2,037.22	2,105.68	2,201.67
	Monthly	4,040.72	4,153.18	4,413.97	4,562.30	4,770.28
	Annual	48,488.54	49,838.16	52,967.72	54,747.66	57,243.44
Level 9	Hourly	30.30	30.66	31.33	31.65	32.69
	Bi-Weekly	2,120.72	2,146.30	2,192.94	2,215.52	2,288.50
	Monthly	4,594.90	4,650.33	4,751.38	4,800.29	4,958.44
	Annual	55,138.84	55,803.88	57,016.58	57,603.37	59,501.19

Year 2: JULY 1, 2024 - JUNE 30, 2025

		Start	1 Year	2 Year	3 Year	4 Year
Level 1	Hourly	18.39	18.85	20.09	20.84	21.76
	Bi-Weekly	1,287.30	1,319.50	1,406.30	1,458.80	1,523.20
	Monthly	2,789.15	2,858.92	3,046.98	3,160.73	3,300.27
	Annual	33,469.80	34,307.00	36,563.80	37,928.80	39,603.20
Level 2	Hourly	20.09	20.53	21.82	22.57	23.61
	Bi-Weekly	1,406.30	1,437.10	1,527.40	1,579.90	1,652.70
	Monthly	3,046.98	3,113.72	3,309.37	3,423.12	3,580.85
	Annual	36,563.80	37,364.60	39,712.40	41,077.40	42,970.20
Level 3	Hourly	21.67	22.19	23.61	24.25	25.29
	Bi-Weekly	1,516.90	1,553.30	1,652.70	1,697.50	1,770.30
	Monthly	3,286.62	3,365.48	3,580.85	3,677.92	3,835.65
	Annual	39,439.40	40,385.80	42,970.20	44,135.00	46,027.80
Level 4	Hourly	22.92	23.46	25.00	25.83	26.98
	Bi-Weekly	1,604.40	1,642.20	1,750.00	1,808.10	1,888.60
	Monthly	3,476.20	3,558.10	3,791.67	3,917.55	4,091.97
	Annual	41,714.40	42,697.20	45,500.00	47,010.60	49,103.60
Level 5	Hourly	24.68	25.37	26.90	27.86	29.11
	Bi-Weekly	1,727.60	1,775.90	1,883.00	1,950.20	2,037.70
	Monthly	3,743.13	3,847.78	4,079.83	4,225.43	4,415.02
	Annual	44,917.60	46,173.40	48,958.00	50,705.20	52,980.20
Level 6	Hourly	25.30	25.99	27.60	28.56	29.81
	Bi-Weekly	1,771.00	1,819.30	1,932.00	1,999.20	2,086.70
	Monthly	3,837.17	3,941.82	4,186.00	4,331.60	4,521.18
	Annual	46,046.00	47,301.80	50,232.00	51,979.20	54,254.20
Level 7	Hourly	25.88	26.60	28.31	29.23	30.59
	Bi-Weekly	1,811.60	1,862.00	1,981.70	2,046.10	2,141.30
	Monthly	3,925.13	4,034.33	4,293.68	4,433.22	4,639.48
	Annual	47,101.60	48,412.00	51,524.20	53,198.60	55,673.80
Level 8	Hourly	27.03	27.79	29.53	30.52	31.92
	Bi-Weekly	1,892.10	1,945.30	2,067.10	2,136.40	2,234.40
	Monthly	4,099.55	4,214.82	4,478.72	4,628.87	4,841.20
	Annual	49,194.60	50,577.80	53,744.60	55,546.40	58,094.40
Level 9	Hourly	30.74	31.10	31.78	32.11	33.16
	Bi-Weekly	2,151.80	2,177.00	2,224.60	2,247.70	2,321.20
	Monthly	4,662.23	4,716.83	4,819.97	4,870.02	5,029.27
	Annual	55,946.80	56,602.00	57,839.60	58,440.20	60,351.20

Year 3: JULY 1, 2025 - JUNE 30, 2026

		Start	1 Year	2 Year	3 Year	4 Year
Level 1	Hourly	18.94	19.42	20.69	21.47	22.41
	Bi-Weekly	1,325.80	1,359.40	1,448.30	1,502.90	1,568.70
	Monthly	2,872.57	2,945.37	3,137.98	3,256.28	3,398.85
	Annual	34,470.80	35,344.40	37,655.80	39,075.40	40,786.20
Level 2	Hourly	20.69	21.15	22.47	23.25	24.32
	Bi-Weekly	1,448.30	1,480.50	1,572.90	1,627.50	1,702.40
	Monthly	3,137.98	3,207.75	3,407.95	3,526.25	3,688.53
	Annual	37,655.80	38,493.00	40,895.40	42,315.00	44,262.40
Level 3	Hourly	22.32	22.86	24.32	24.98	26.05
	Bi-Weekly	1,562.40	1,600.20	1,702.40	1,748.60	1,823.50
	Monthly	3,385.20	3,467.10	3,688.53	3,788.63	3,950.92
	Annual	40,622.40	41,605.20	44,262.40	45,463.60	47,411.00
Level 4	Hourly	23.61	24.16	25.75	26.60	27.79
	Bi-Weekly	1,652.70	1,691.20	1,802.50	1,862.00	1,945.30
	Monthly	3,580.85	3,664.27	3,905.42	4,034.33	4,214.82
	Annual	42,970.20	43,971.20	46,865.00	48,412.00	50,577.80
Level 5	Hourly	25.42	26.13	27.71	28.70	29.98
	Bi-Weekly	1,779.40	1,829.10	1,939.70	2,009.00	2,098.60
	Monthly	3,855.37	3,963.05	4,202.68	4,352.83	4,546.97
	Annual	46,264.40	47,556.60	50,432.20	52,234.00	54,563.60
Level 6	Hourly	26.06	26.77	28.43	29.42	30.70
	Bi-Weekly	1,824.20	1,873.90	1,990.10	2,059.40	2,149.00
	Monthly	3,952.43	4,060.12	4,311.88	4,462.03	4,656.17
	Annual	47,429.20	48,721.40	51,742.60	53,544.40	55,874.00
Level 7	Hourly	26.66	27.40	29.16	30.11	31.51
	Bi-Weekly	1,866.20	1,918.00	2,041.20	2,107.70	2,205.70
	Monthly	4,043.43	4,155.67	4,422.60	4,566.68	4,779.02
	Annual	48,521.20	49,868.00	53,071.20	54,800.20	57,348.20
Level 8	Hourly	27.84	28.62	30.42	31.44	32.88
	Bi-Weekly	1,948.80	2,003.40	2,129.40	2,200.80	2,301.60
	Monthly	4,222.40	4,340.70	4,613.70	4,768.40	4,986.80
	Annual	50,668.80	52,088.40	55,364.40	57,220.80	59,841.60
Level 9	Hourly	31.66	32.03	32.73	33.07	34.15
	Bi-Weekly	2,216.20	2,242.10	2,291.10	2,314.90	2,390.50
	Monthly	4,801.77	4,857.88	4,964.05	5,015.62	5,179.42
	Annual	57,621.20	58,294.60	59,568.60	60,187.40	62,153.00

Schedule B Employment Status

Employment status is defined as follows:

1. **Full Time Employee** - means a person who, having successfully completed the probationary period, occupies a full time position within the University's annual operating or ancillary budget and is regularly scheduled for thirty-five (35) hours per week either on (a) a continuing basis; or (b) for recurring specified periods of eight (8) months or more each year. In the case of (b) the terms and conditions of this Agreement shall not apply during the inactive period.

2. **Part Time Employee** - means a person funded by the University's operating or ancillary budgets who normally works seventeen and a half (17.5) hours or more per week for more than four (4) consecutive months.

3. **Temporary Employee** - means a person who is hired either full time or part time to

a) fill an unapproved vacancy awaiting approval for up to four (4) months. This may be extended by mutual agreement.

b) An approved leave of absence or special project not to exceed twenty-four (24) months

4. **Casual Employee** - means a person who

a) works up to thirty-five (35) hours per week. After four (4) consecutive months becomes Part Time Employee;

or

b) works less than seventeen and a half (17.5) hours per week.

**LAKEHEAD UNIVERSITY
AND
COPE - LOCAL 96**

LETTER OF UNDERSTANDING "A" RE: WORKPLACE INSURANCE
(formerly Workers' Compensation)

1. Provided that the employee has not disqualified themselves from entitlement to loss of earnings (LOE) benefits from the Workplace Safety & Insurance Board (WSIB), the University agrees that absences related to an approved claim for a compensable injury or occupational disease will:

a) not have an effect on continuous service dates, the maintenance of existing seniority, nor on the accumulation of seniority, vacation credits or sick credits for a period of two (2) years after the date of injury, and

b) not result in reductions in benefits to the employee under the Supplemental Group Medical Benefits Plan, the University Dental Plan, the University Eye Care Plan, the University Group Life Insurance Plan, the University Pension Plan, and, when applicable to an employee, the University Long-Term Disability Insurance Plan for a period of one (1) year following the date of injury, on the condition that the employee continues to maintain their share of contributions to benefits.

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

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

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

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

a) an amount equal to the reimbursement paid to the University by the WSIB with respect to the claim will be credited back to the employee's sick, vacation, overtime or other credits, as applicable, and

b) while the absence continues, an amount equal to the difference between the Board daily LOE benefit rate and the employee's daily pay rate (i.e. a "top-up") will be charged to the employee's sick credits. Once sick credits have been exhausted, an employee may, at their discretion, choose to have the "top-up" charged to vacation, overtime or other credits. Once the discretionary credits of the employee's choice have been exhausted, the employee will be placed on a leave of absence without pay.

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

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

SIGNED FOR:

THE BOARD OF GOVERNORS OF
LAKEHEAD UNIVERSITY

CANADIAN OFFICE & PROFESSIONAL
EMPLOYEES' UNION, LOCAL 96

The ____ day of _____ 2024

**LAKEHEAD UNIVERSITY
AND
COPE - LOCAL 96**

LETTER OF UNDERSTANDING "B" RE: LONG TERM DISABILITY

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

SIGNED FOR:

THE BOARD OF GOVERNORS OF
LAKEHEAD UNIVERSITY

CANADIAN OFFICE & PROFESSIONAL
EMPLOYEES' UNION, LOCAL 96

The ____ day of _____ 2024

**LAKEHEAD UNIVERSITY
AND
COPE- LOCAL 96**

LETTER OF UNDERSTANDING "C" RE: EMPLOYEE REVIEW

The University and the Union agree to identify any full time and part time employees at Lakehead University who perform Bargaining Unit related jobs that have been excluded from the Bargaining Unit. Once identified, a review will take place to a) determine the possible inclusion in the Bargaining Unit, and b) determine the terms and conditions of inclusion.

SIGNED FOR:

THE BOARD OF GOVERNORS OF
LAKEHEAD UNIVERSITY

CANADIAN OFFICE & PROFESSIONAL
EMPLOYEES' UNION, LOCAL 96

The _____ day of _____ 2024

**LAKEHEAD UNIVERSITY
AND
COPE- LOCAL 96**

LETTER OF UNDERSTANDING "D" RE: STAFF DEVELOPMENT

A full time employee having successfully completed their probationary period may enroll in a course not offered at Lakehead University that is job related and have seventy-five percent (75%) of the tuition fees (up to a maximum of \$500.00 annually) reimbursed to the employee (providing they are 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;

Prior authorization from the Associate Vice-President, Human Resources be obtained; and

The employee has not received Staff Development funding for the same course in the past

It is understood that the University shall determine whether an aforementioned course satisfies the criteria of being job related.

The maximum expense to the University for COPE member's Claims under this article shall not exceed \$2,500.00 in any one budget year.

It is understood that this Letter of Understanding shall become effective at the beginning of the 2023/2024 budget year.

SIGNED FOR:

THE BOARD OF GOVERNORS OF
LAKEHEAD UNIVERSITY

CANADIAN OFFICE & PROFESSIONAL
EMPLOYEES' UNION, LOCAL 96

The ____ day of _____ 2024

**LAKEHEAD UNIVERSITY
AND
COPE – LOCAL 96**

LETTER OF UNDERSTANDING “E” RE: BENEFITS FOR TEMPORARY FULL TIME EMPLOYEES

Pursuant to Article 4.04 the parties agree that full time temporary employees as defined in Schedule B who are hired for eight (8) months or more shall be eligible for the following benefits:

Those who have completed a three (3) month waiting period shall receive the Supplemental Group Medical Benefits Plan; the University Dental Plan; and the University Eye Care Plan as per Article 23.

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

For the purpose of vacation, Article 18.08 shall apply. In the event, a temporary employee transitions to a full-time employee without a break in service, time served as a temporary employee shall be considered as time served for annual vacation entitlements.

For those full time temporary employee who are originally hired for less than eight (8) months and their contract is extended to eight (8) months or more, they shall be entitled to the above medical, dental, vision and sick leave benefits. These benefits will commence once notification of extension has been given and the probation period and waiting period is satisfied. These periods will have been considered to commence at the start of the original contract.

Signed on behalf of:

THE BOARD OF GOVERNORS OF
LAKEHEAD UNIVERSITY

CANADIAN OFFICE & PROFESSIONAL
EMPLOYEES' UNION, LOCAL 96

The ____ day of _____ 2024

LAKEHEAD UNIVERSITY
AND
COPE – LOCAL 96

Letter of Understanding “F” RE: Workplace Harassment

Lakehead University and the Union are committed to ensuring a work environment that is free from workplace harassment.

All Employees will abide by the provisions set out in the *Occupational Health and Safety Act, 1990, the Ontario Human Rights Code* and the University policies.

For clarity purposes, workplace harassment refers to engaging in a course of vexatious behaviour that is known, or ought reasonably to be known, to be unwelcome and can include unwelcome and/or repeated words or actions that are known or should be known to be offensive, embarrassing, humiliating or demeaning. It can also include behaviour that intimidates, isolates or even discriminates against a worker or group of workers in the workplace that are unwelcome.

The parties agree that reasonable action by the University, a manager and/or supervisor while managing the workplace is in no way construed as workplace harassment.

SIGNED FOR

THE BOARD OF GOVERNORS OF
LAKEHEAD UNIVERSITY

CANADIAN OFFICE & PROFESSIONAL
EMPLOYEES’ UNION, LOCAL 96

The _____ day of _____ 2024

**LAKEHEAD UNIVERSITY
AND
COPE – LOCAL 96**

LETTER OF UNDERSTANDING “G” RE: PENSION PLAN

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

Conditional upon CAAT’s acceptance of January 1, 2024 enrolment, the parties agree to switch for future service only on January 1, 2024 such that employee and employer contributions for all eligible members of COPE Local #96, starting with the January 12, 2024 pay day (that covers the December 31, 2023, to January 13, 2024 pay period), will be redirected to the CAAT pension plan under their DBplus provisions. Thus, effective on and after January 1, 2024, the meaning of the University Pension Plan in Articles 4, 13.01 a), 23.04, 23.07, 23.13 and LOU “A” will be the CAAT DBplus Pension Plan.

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

1. Pension participation will remain the same, namely:

- i) Current COPE full-time and eligible part-time employees participating in the Lakehead University Employee Pension Plan shall join the CAAT plan on January 1, 2024.
- ii) Future COPE full-time employees shall join the CAAT plan on date of hire after the switch to CAAT.
- iii) Future COPE part-time employees may join the CAAT plan upon satisfying CAAT’s eligibility criteria for part-time employees.

After the transfer to CAAT, effective for future service only on and after January 1, 2024, COPE members and the University will each contribute 3.45% of regular gross pay. Effective July 1, 2024, COPE members and the University will increase their contribution by 1.55% totaling 5.00 % of regular gross pay.

Signed on behalf of

THE BOARD OF GOVERNORS OF
LAKEHEAD UNIVERSITY

CANADIAN OFFICE & PROFESSIONAL
EMPLOYEES’ UNION, LOCAL 96

The _____ day of _____ 2024

For Information Purposes Only

**LAKEHEAD UNIVERSITY
AND
C.O.P.E. - LOCAL 96**

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