

## Collective Agreement Fact Sheet

### **Personal Harassment and Discrimination**

The University shall not discriminate against you by reason of race, creed, colour, age, sex or sexual orientation, marital status, family status, nationality, ethnic origin, place of birth, ancestry, religious or political affiliation.

Personal harassment of any kind is considered a serious offence, subject to disciplinary action.

If you believe that you have been discriminated against or harassment, contact a union representative or go to the website [policies.lakeheadu.ca/policy.php?pid=75](http://policies.lakeheadu.ca/policy.php?pid=75) for details on how to lodge a complaint.

### **Appointments**

Graduate/Research assistants shall work a maximum of 20 hours per week and their work shall not average more than 10 hours of work per week.

### **Right of First Refusal**

GA/RA I students going into the second year of their Masters program shall be the first to be offered such a position, provided more than 2 full time assistanceships (270 hours each) haven't yet been given out.

GA/RA III students going into the second or third year of their PhD program shall be the first to be offered such a position, provided 3 full time assistanceships (270 hours each) haven't yet been given out.

\*Note: GA/RA I and GA/RA III students are paid a set rate for the year, rather than being paid at a set hourly rate. That is what distinguishes them from G.A/RA II positions.

\*\*Note: Students must remain academically qualified, must have performed adequately and must have not had a major employer-employee relationship breakdown to be eligible for the right of first refusal. Not obtaining the right of first refusal the grievance procedure.

### **Short Term Leave**

With the approval of the employment supervisor(s) concerned, an employee may arrange to exchange her/his duties, or for her/his substitution for periods not to exceed 2 weeks at a time. Any additional costs incurred by the employer as a result of such leave shall be deducted from the employee's salary, or at the discretion of the employment supervisor(s), may be made up by working equivalent hours at an alternate time.

## **Sick Leave**

Employees are eligible for sick leave without pay if they are unable to perform assigned duties due to personal illness or injury.

## **Maternity Leave**

Employees are eligible for maternity leave without pay in their second consecutive year or after completing 6 months of continuous service. The employer must be notified 3 months prior to the expected date of delivery.

- the employee is entitled to a minimum 6 weeks post-natal leave, or ending after no more than 17 weeks from the beginning of the leave, whichever is later.

- the employee shall give her employment supervisor, whenever possible, a minimum of 2 weeks' notice in writing of the date she intends to begin her leave.

- an extended leave may be granted in exceptional circumstances and after 1 month's notice has been given to her employment supervisor.

- if an employee wishes to return to work less than six weeks after the birth, she must provide a medical certificate along with one week's notice.

## **Adoption Leave**

An employee shall be granted a maximum of 6 weeks leave without pay upon the adoption of a child. Under normal circumstances, the employee will provide at least one month's written notice.

## **Compassionate Leave**

An employee may be granted an unpaid special leave of up to 5 working days in one term for compassionate reasons such as serious illness or injury in the employee's immediate family.

## **Bereavement Leave**

In the event of the death of an employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law, or grandparent, an employee upon notification to the employment supervisor shall be granted a paid leave of absence of up to 3 working days in order to attend the funeral. Additional paid leave of up to 2 working days may be granted in exceptional cases or where a lengthy trip is required to attend the funeral.

In the event of the death of an employee's step-brother, step-sister, brother-in-law, sister-in-law, the employee shall be granted upon request a paid leave of absence of 1 day in order to attend the family member's funeral.

## **Sports/Cultural Leave**

Subject to the approval of the employment supervisor, the Chair and Faculty Deans:

-an employee selected to participate in the Olympic Games, Pan American Games, Commonwealth Games or Canada Games as an athlete or an official shall be granted up to 3 months unpaid leave of absence.

-an employee selected to represent Canada, the Province, the Municipality of Thunder Bay or Lakehead University in any cultural event shall be allowed an unpaid leave for the duration of the event.

## **Conference Leave**

Subject to the approval of the employment supervisor(s), an employee may attend a scholarly conference. The employee must ensure s/he makes up for the lost work somehow.

## **Benefits**

Employees are covered from September to August.

Employees receive medical, dental and vision coverage, including a drug card. An employee may purchase coverage for his/her spouse or dependent.

Lakehead has created an Employee Financial Assistance fund to assist employees with academic and living expenses (including child care expenses).

Any questions about benefits can be directed to the Human Resources Department. Also, see [hr.lakeheadu.ca/wp/?pg=53](http://hr.lakeheadu.ca/wp/?pg=53) for more information, although most of this information is out of date for now.

## **Academic Freedom**

All employees who are primarily responsible for the content and/or presentation of a course shall have the freedom to examine, question, teach, learn and disseminate opinion(s) on questions relating to the employees' teaching. Employees must meet their responsibilities in accordance with the instructions and expectations of their employment supervisors.

## **Intellectual Property**

Graduate Assistants who solely develop course material have the right to use this material in subsequent educational settings.

## **Facilities**

Departments shall ensure employees will be provided with the appropriate space, services, equipment and duplicating services as required for the performance of their duties as employees.

A key, pass or token required for office access will be provided free of charge.

## **Grievance Procedure**

A grievance can be defined as a perceived breach of the collective agreement.

Step 1: If someone has a grievance, s/he must discuss it with the employment supervisor, with or without a union representative, within 20 working days of the alleged violation of the collective agreement.

Step 2: If the reply is not satisfactory to the griever, or if there is no reply in 10 working days, the griever, accompanied by a union representative, may present a written grievance within 15 working days to the department chair. If the employment supervisor is the department chair, then you must skip step 2.

Step 3: If the written reply is not satisfactory, or if there is no reply in 10 working days, then the griever and union representative may present a written grievance within 15 working days to the appropriate Dean or Director of Human Resources.

Step 4: If the written reply is not satisfactory, or if there is no reply in 10 working days, then the Union may present a written grievance to the Vice President (administration) on behalf of the griever. If this step fails, then the grievance is referred to arbitration.

\*Note: If more than two people are grieving the same issue in the same department, go immediately to step 2 within 15 working days.

\*\*Note: A grievance arising because the Administration itself allegedly violated the collective agreement, where employees in more than one department grieve the same issue, or where shall go directly to step 3 within 15 working days.

\*\*\*Note: If someone is subject to disciplinary action (ie. if someone has received an oral or written warning), s/he may go directly to step 3 within 15 working days.

\*\*\*\*Note: if someone is discharged or suspended, they may go directly to step 4.